

**THE DESCENDANTS OF THE ORIGINAL OWNERS  
OF MARAEROA A AND B BLOCKS**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS**

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# 1 VALUES OF THE DESCENDANTS OF THE ORIGINAL OWNERS OF MARAEROA A AND B BLOCKS

1.	Name of Site	Land owner Admin Body	Name of Area/Reserve	Statement of Association
	Pureora o Kahu (as shown on deed plan  OTS-120-18)	Department of Conservation	Maraeroa A2	<p>“Pureora o Kahu” is the dominant peak overlooking the Maraeroa plains which lie to the north and north west of the mountain and is highly regarded by the Rereahu people and other local iwi and is known as a very tapu or sacred place.</p> <p>Pureora o Kahu meaning “Kahu’s Recovery”, was named after the ancestor Kahupekerere, a chiefly woman who was healed by the sacred waters of the punawai or spring located just below the summit of the mountain. The spring was named Waimiha o Kahu after the ceremonial healing ritual called “Purea I te Wai” or purification by the water, which was performed there by the high priests. At the summit another ritual termed “Purea I te Hau” or “purification by the wind” was also performed. Importantly Waimiha means, “water ritual” with a “Miha” being the actual blessing process or karakia performed with the use of the spring water</p>

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				<p>Pureora o Kahu is the source of many streams and rivers which flow through the Maraeroa lands and which were a principal source of drinking water for the many Rereahu villages, with abundant fish life for food, a habitat for plants and birds and sacred places for ceremonial rituals. The streams and rivers which start their journey from Pureora o Kahu include; the Paruhou, Kokakotaea, Waimiha o Kahu, Mihianga, Waipohutuhutu, Waimonoa and the Kakaho.</p>
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## 2 PROTECTION PRINCIPLES

Pureora o Kahu (as shown on deed plan OTS-120-18)

### 1. Protection Principles

- 1.1. The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the descendants of the original owners of the Maraeroa A and B blocks' values related to Pureora o Kahu:
  - 1.1.1. protection of wahi tapu, indigenous flora and fauna and the wider environment within Pureora o Kahu;
  - 1.1.2. recognition of the mana, kaitiakitanga and tikanga of the descendants of the original owners of the Maraeroa A and B blocks with regard to Pureora o Kahu;
  - 1.1.3. respect for the descendants of the original owners of the Maraeroa A and B blocks tikanga within Pureora o Kahu;
  - 1.1.4. encouragement of respect for the association of the descendants of the original owners of the Maraeroa A and B blocks with Pureora o Kahu;
  - 1.1.5. accurate portrayal of the association of the descendants of the original owners of the Maraeroa A and B blocks with Pureora o Kahu; and
  - 1.1.6. recognition of the relationship of the descendants of the original owners of the Maraeroa A and B blocks with the wahi tapu and wahi whakahirahira.

### 2. Actions by the Director-General in relation to specific protection principles

- 2.1. Pursuant to clauses 5.2.4 to 5.2.6 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:
  - 2.1.1. Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about the descendants of the original owners of the Maraeroa A and B blocks' values and the existence of the overlay classification and will be encouraged to respect the descendants' association with Pureora o Kahu;

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- 2.1.2. The Department of Conservation will work with the descendants of the original owners of the Maraeroa A and B blocks on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wahi tapu sites and disturbance of other taonga;
- 2.1.3. The public will be informed that the removal of all rubbish and wastes from Pureora o Kahu is required;
- 2.1.4. The descendants of the original owners of Maraeroa A and B blocks, association with Pureora o Kahu will be accurately portrayed in all new Department of Conservation information and educational material;
- 2.1.5. The governance entity trust will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use the descendants of the original owners of the Maraeroa A and B blocks' cultural information with the consent of the governance entity trust;
- 2.1.6. Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- 2.1.7. Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity trust will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites; and
- 2.1.8. Any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and the governance entity trust informed as soon as possible to enable the descendants of the original owners of the Maraeroa A and B blocks to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

### 3 STATEMENTS OF ASSOCIATION

The settling group's statements of association are set out below. These are statements of the settling group's particular cultural, spiritual, historical, and traditional association with identified areas.

	Name of Site	Land owner Admin Body	Name of area/Reserve	Statement of Association
1.	Ongarue River (as shown on deed plan OTS-120-13)	Department of Conservation	Maraeroa A2	Ongarue is a sacred river commencing on Pureora-o-Kahu mountain. Its name means "the tremors." Ongarue It was formed by an earthquake in pre-European times and is a main contributory to the Whanganui river. Ngati Rereahu and other local iwi regard the Ongarue as a taonga (treasure) and he wai whakarite (ceremonial waters). There were special places along the river where ceremonial blessings were performed as well as places for mahinga kai (making food) and also points where water was drawn for general living requirements. The Ongarue was an important source of food and a means of transportation right through to Whanganui. Kokopu, koaru, marearea, tuna, koura, piharau were plentiful in the river and putangitangi and kereru inhabited the riverbanks. Also harvested were the komata and hinau growing on the banks of the river.
2.	Mangaparuhou Stream (as shown on deed plan OTS-120-17)	Department of Conservation	Maraeroa A1	Paruhou is a sacred river also commencing on Pureora-o-Kahu mountain and joins the Ongarue near the headwaters of the Ongarue. It was formed by an earthquake in pre-European times and the name Paruhou means "new earth" which was so named due to an earthquake unveiling new soil from which the water flowed. Ngati Rereahu and other local iwi regard the Paruhou as a taonga (treasure) and he wai whakarite (ceremonial waters). There were special places along the river where ceremonial blessings were

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				performed as well as places for mahinga kai (making food) and also points where water was drawn for general living requirements. The Paruhou is still used today for the same purposes as our tupuna used them.
3.	Tahorakarewarewa (as shown on deed plan OTS-120-16)	Department of Conservation	Maraeroa A2	Tahorakarewarewa is one of the traditional boundary markers or Pou recognised by tupuna of old from both the Te Arawa and Tainui tribes. It marks the place of the papakainga (village) which belonged to the tupuna Haakuhaanui. Tahorakarewarewa is an ancient korero which is interpreted as being a very significant place both in size and stature. It is one of several recognised boundary markers that marked the eastern boundary between Tainui and Te Arawa.
4.	Taporaroa Pa (as shown on deed plan OTS-120-19)	Department of Conservation	Maraeroa A1	<p>Taporaroa is the most significant papakainga (village) of to Ngati Rereahu papakainga (village) and other local iwi as it was the most ancient of the old villages in the time of Kahupekarere (Pureora-o-Kahu) Turongo, Raukawa, Rereahu, Maniapoto and their families.</p> <p>It was also a neutral place for the tribes of Tainui and Te Arawa because of a shared ancestry first through Kahupekarere, then Raukawa and Turongoihi.</p> <p>Taporaroa meaning "a long mat" was named after the whariki (mat) that Raukawa and Turongoihi were betrothed as infants. The Taporaroa village also covered a large area and was well populated in the ancient times therefore the name also refers to the size and extent of the area.</p>





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5.	Tikiwhenua (as shown on deed plan OTS-120-09)	Department of Conservation	Maraeroa A1	Tikiwhenua is a sacred burial site or Urupa where lay the remains of the many tupuna who fought in the battle of "Ngahau" in the 18 <sup>th</sup> Century between Rereahu/Maniapoto and the Whanganui tribes.
6.	Tomotomo Ariki (as shown on deed plan OTS-120-10)	Department of Conservation	Maraeroa A1	Tomotomo Ariki is an ancestral pathway and is referred to as "He huarahi tangata – he ara tupuna", meaning a road way for people, - an ancestral pathway. It was a major pathway at the time of the 1864 battles of Orakau and Rangiaowhia. Tomotomo Ariki provided a travel way between Waikato, Raukawa, Maniapoto, Rereahu and Tuwharetoa districts and was also well used by those tribes as well as by visiting tribes.
7.	Waimiha Stream (as shown on deed plan OTS-120-22)	Department of Conservation	Maraeroa A2	<p>Waimiha o Kahu Punawai:</p> <p>The "Waimiha o Kahu" punawai or spring is situated just below the summit of Pureora mountain on the northern face. The water from the spring was used to perform the miha (ritual) to cleanse or purify a person from their ailments. The spring is also the source of the Waimihia river which flows down the mountain eventually joining the Ongarue. Waimiha o Kahu was named after Kahupekarere who recovered from a serious illness after the purification ceremony was performed with water from the spring. Further purification was obtained from standing on the summit and being purified by the winds. The saying "Purea I te wai, purea I te hau" refers to the purification rituals performed there. Waimiha o Kahu is therefore referred to as "He wai whakarite" or sacred waters.</p> <p>Waimiha o Kahu:</p>

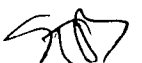
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				<p>Waimiha o Kahu. he waahi tango wai, Water drawing points.</p> <p>He wai tino tapu, nei nga whakaaro o Rereahu me etehi atu mo te Waimiha –o-Kahu.</p> <p>Divine Water is how Rereahu and others consider the entire Waimiha River.</p> <p>However here the water drawing points and there are many along the river, deals specifically with the area directly below Nga Herenga Papakainga a span of 500 meters with the waters flowing north, considered in ancient times as the mauri (life essence) of the Papakainga Rereahu and other local iwi descendants believe it important to be addressed as a waahi tapu.</p>
8.	Waimoanaiti (as shown on deed plan OTS-120-11)	Department of Conservation	Maraeroa A1	<p>Waimoanaiti is part of the wetlands that forms the beginning of the Waipa river. In times of heavy rain it turned into a lake or lagoon hence the name Waimoanaiti or “little sea”. It was also a wahi pakanga or the place of the extended site of the historic battle of Ngahau.</p>
9.	Karamarama Stream (as shown on deed plan OTS-120-14)	Department of Conservation	Maraeroa A1	<p>The Karamarama stream flowed below the village of Waitaramoa. It was a beautiful stream of crystal clear waters and full of koura (fresh water crayfish). Water was drawn from the Stream at various drawing points by inhabitants of Waitaramoa Pa and areas were also set aside for ceremonial purposes. It was therefore a wai whakarite or sacred stream. Karamarama means crystal clear or pure water and the stream eventually flows into the Waipapa River.</p>
10.	Weraroa (as shown on deed plan OTS-120-15)	Department of Conservation	Maraeroa B1	<p>Weraroa is a historic Rereahu village and traditional boundary marker defining the Tainui/Te Arawa boundary line. Weraroa means a</p>



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				<p>large fire and likely named after the Taupo eruption scorched the earth so badly that the land remains largely vacant of trees and other plants even today.</p>
11.	<p>Commencement of Waipa River (as shown on deed plan OTS-120-08)</p>	<p>Department of Conservation</p>	<p>Maraeroa A1</p>	<p>The Waipa River commences at Taporaroa and is a very sacred river to both Rereahu and Maniapoto and is the source and original home of the taniwha, Waiwaia. (spiritual water guardian). The Waipa eventually flows into the Waikato river at the Ngaruawahia confluence.</p> <p>When the chieftaness Kahupekarere first arrived in the district at Pakaumanu she was overheard to say "I pa mai te rongu haruru ana, aa ka mutu, he wai noa". That is she heard the thunderous sounds of the water long before she saw it. Pakaumanu makes further reference to the Waipa River as having the sound of birds wings.</p> <p>The place where the water from the swamp actually turns into a stream is known as pekepeke which means "to bounce" which happens when you walk on the moss areas of swamp lands.</p> <p>The Waipa River was also a traditional food gathering area where once were an abundance of tuna (eels), koura (crayfish) and manu (birds).</p>
12.	<p>Kahaho Stream (as shown on deed plan OTS-120-26) . This stream is known to the descendants of the original owners of the Maraeroa A and B blocks as Mangakakaho Stream.</p>	<p>Department of Conservation</p>	<p>Maraeroa B</p>	<p>Te Mangakakaho ano ra he wai tapu, he wai whakahira, whakahara, ki a matou o Rereahu me ona uri.</p> <p>Managakakaho Stream, sacred water of quality and utmost importance to Rereahu and other local iwi descendants.</p> <p>From a water shed of small puna wai (springs) in the Maraeroa C block, it flows firstly towards the West then turns East into Maraeroa B through part of Crafar Farms here flowing slightly North, eventually joining the Waimiha River.</p>



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				<p>The Mangakakaho Stream is an important waahi tapu, particularly nga punawai termed wai whakarite (Blessing Water), and is used for this purpose even today by some members of Rereahu and other local iwi. The northern section was identified and used by Rereahu and other iwi whanau to prepare stone implements, adzes, axes, etc.</p> <p>Along most of the Mangakakaho Stream in terms of food, Mokopuna are still able to gather freshwater Koura, Kokopu, Tuna, Ti-komata as did our ancestors in their time.</p>
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**4 ENCUMBRANCES AND OTHER INTERESTS AFFECTING  
REDRESS PROPERTIES**

4.1 KOROMIKO SITE RIGHT OF WAY EASEMENT

Approved by Registrar-General of Land under No. 2007/6226
Easement Instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

[Empty box for land registration district]



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

[Proprietors of the Maraeroa A and B Incorporation]

Grantee

Surname(s) must be underlined or in CAPITALS.

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 20 day of

Attestation

Attestation box for Grantor: Signed in my presence by the Grantor, Signature of witness, Witness to complete in BLOCK letters (unless legibly printed), Witness name, Occupation, Address, Signature [common seal] of Grantor.

Attestation box for Grantee: Signed in my presence by the Grantee, Signature of witness, Witness to complete in BLOCK letters (unless legibly printed), Witness name, Occupation, Address, Signature [common seal] of Grantee.

Certified correct for the purposes of the Land Transfer Act 1952.

[Empty box for certification]

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.



Easement Instrument Dated [ ] Page [ ] of [ ] pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	(to be inserted)	(to be inserted)	In gross

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

[Memorandum number], registered under section 155A of the Land Transfer Act 1952.

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number], registered under section 155A of the Land Transfer Act 1952

[Annexure Schedule 2].

All signing parties and other their witnesses or selfors must sign or initial in this box

## 1 DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

**"Forestry Right"** means a Forestry Right registered under the Forestry Rights Registration Act 1983

**"Forestry Right Holder"** means the holder of the Forestry Right over the Grantors land and includes the successors and assignees of the Forestry Right Holder;

**"Her Majesty the Queen** in right of **New Zealand** acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

### 1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

## 2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown 'A' on deed plan OTS-120-05 [Subject to survey] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

## 3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:



3.1 The Grantee shall when passing or repassing over the Grantor's Land:

- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
  - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to

be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.

3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:

3.7.1 widen the road; or

3.7.2 alter the location of the road; or

3.7.3 alter the way in which the run-off from the road is disposed of; or

3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.



#### 4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

#### 5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

#### 6 FORESTRY RIGHT

The Grantor and the Grantee record that at the time that the easement is granted there is a Forestry Right in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Forestry Right as at the date of this Easement Instrument.

#### 7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

#### 8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED**

**THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

**9 NOTICES**

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

**10 SEVERABILITY**

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.



Continuation of "Attestation"

Signed for and on behalf of  
**[Proprietors of the Maraeroa A and  
B Incorporation ]** as Grantor by:

---

*In the presence of:*

---

Name:  
Occupation:  
Address:

Signed for and on behalf of **HER  
MAJESTY THE QUEEN** as Grantee  
by

---

**Conservator for the Waikato  
Conservancy** acting for the Minister  
of Conservation under delegated  
authority pursuant to sections 57 and  
58 of the Conservation Act 1987 and  
section 41 of the State Sector Act  
1988

*In the presence of:*

---

Name:  
Occupation:  
Address:

SCHEDULE

1 GRANTOR'S ADDRESS:

*[Proprietors of the Maraeroa A and B Incorporation]*

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation  
Waikato Conservancy  
Private Bag 3072, Level 5, 73 Rostrevor Street  
Hamilton, New Zealand

(

(

## CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this                    day of

BETWEEN    [insert]    (the Owner)

AND    MINISTER OF CONSERVATION (the Minister)

### BACKGROUND

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [insert] and implemented by the [name of Settlement Act].
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

### OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

#### 1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- |                    |   |
|--------------------|---|
| “Covenant”         | means this Deed of Covenant made under section 77 of the Reserves Act 1977.                         |
| “Director-General” | means the Director-General of Conservation.   |
| “Fence”            | includes a gate.  |
| “Fire Authority”   | means a fire authority as defined in the Forest and Rural Fires Act 1977.                           |
| “Land”             | means the land described in Schedule 1.   |
| “Minerals”         | means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991. |





<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed so as to preserve the Reserve Values;

**3 IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties (acting reasonably) the Owner must not carry out or permit on or in relation to the Land:
  - 3.1.1 grazing of the Land by livestock;

- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any indigenous flora;
  - 3.1.3 the planting of any species of exotic tree, shrub or other exotic plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.11 the erection of utility transmission lines across the Land; or
  - 3.1.12 any other activity which might have an adverse effect on the Reserve Values.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

#### **4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

4.1 The Minister must:

4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation and agreement with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

#### **5 JOINT OBLIGATIONS**

5.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

#### **6 VARIATION OF COVENANT**

6.1 This Covenant may be varied by mutual agreement in writing between the Owner and the Minister.

#### **7 DURATION OF COVENANT**

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

#### **8 OBLIGATIONS ON SALE OF LAND**

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

- 8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

## **9 CONSENTS**

- 9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

## **10 MISCELLANEOUS MATTERS**

### **10.1 Rights**

- 10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

### **10.2 Trespass Act**

- 10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

### **10.3 Reserves Act**

- 10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

### **10.4 Registration**

- 10.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

### **10.5 Acceptance of Covenant**

- 10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

### **10.6 Fire**

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wildfire upon or threatening the Land;
- 10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:



10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

## **11 DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

## **12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

### **12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

### **12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

### 13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 12.1 will be deemed to have been received:  
(a) in the case of personal delivery, on the date of delivery;  
(b) in the case of pre-paid post, on the third working day after posting;  
(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

### 14 SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

(

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## SCHEDULE 1

### Description of Land:

[33 hectares approximately, subject to survey.]

### Reserve Values to be protected:

This block is of ecological significance because of the unique succession from frost flat vegetation to podocarp-hardwood forest and as habitat for *Dactylanthus taylorii*.

This block consists of two main vegetation types: a) tall podocarp-hardwood forest dominated by kahikatea (*Dacrycarpus dacrydioides*), tawa (*Beilschmiedia tawa*), rimu (*Dacrydium cupressinum*), matai (*Prumnopitys taxifolia*) and miro (*Prumnopitys ferruginea*), with an understory of whauwhaupaku; and b) frost flats of *Dracophyllum/Pittosporum* scrub consisting of monoao (*Dracophyllum subulatum*), twiggy tree daisy (*Oleria virgata*) and *Pittosporum colensoi*.

This site is one of only two sites around Pureora village where there is a natural succession from frost flat vegetation to podocarp forest (the other is on the opposite side of Kotukunui Rd). Most frost flats, generally dominated by monoao, were planted with exotic conifers during the 1920s & 30s and later converted to pasture or remained as plantations. The few remaining frost flats are now under threat of displacement by exotic plants such as gorse (*Ulex europaeus*), broom (*Cytisus scoparius*) and Spanish heath (*Erica lusitanica*).

The ecotone between the two vegetation types is also host to *Dactylanthus taylorii* which continues in a band (shown in Figure 2) along the ecotone. *D taylorii* is ranked as Nationally Vulnerable and is in decline because of habitat destruction for farming and forestry, collection for its ornamental value, pig rooting and browsing of flowers by rats and possums.



## SCHEDULE 2

### Address for Service<sup>1</sup>

The address for service of the Owner is:

[insert]

The address for service of the Minister is:

The Area Manager  
Department of Conservation  
78 Taupiri Street  
PO Box 38  
TE KUITI 3941

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## SCHEDULE 3

### Special Conditions

1. The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of;
  - (i) access for pest plant or pest animal control;
  - (ii) protecting the Reserve Values; or
  - (iii) managing and protecting any wahi tapu on the Land.

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 77 of the  
Reserves Act 1977

( \_\_\_\_\_

to

**MINISTER OF CONSERVATION**

( \_\_\_\_\_  
Legal Services  
Department of Conservation

4.3

## KOTUKUNUI ROAD SITE RIGHT OF WAY EASEMENT

(

(

Approved by Registrar-General of Land under No. 2007/6225  
**Easement instrument to grant easement or *profit à prendre*, or create land covenant**  
 Sections 80A and 80F, Land Transfer Act 1952

Land registration district <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		BARCODE
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**Grantor** *Sumame(s) must be underlined or in CAPITALS.*

**Proprietors of Maraeroa A and B Incorporation**

**Grantee** *Sumame(s) must be underlined or in CAPITALS.*

**Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation**

**Grant of easement or *profit à prendre* or creation or covenant**

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this
day of
20

**Attestation**

	<b>Signed in my presence by the Grantor</b>  <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>  <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>
<b>Signature [common seal] of Grantor</b>	<b>Address</b>

	<b>Signed in my presence by the Grantee</b>  <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>  <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>
<b>Signature [common seal] of Grantee</b>	<b>Address</b>

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*\*If the consent of any person is required for the grant, the specified consent form must be used.*

REF: 7003 -- AUCKLAND DISTRICT LAW SOCIETY



Easement Instrument Dated  Page  of  pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

Delete phrases in *[ ]* and insert memorandum number as required. Continue in additional Annexure Schedule if required.

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are *[varied]* *[negated]* *[added to]* or *[substituted]* by:

*[Memorandum number]*, registered under section 155A of the Land Transfer Act 1952.

*[The provisions set out in Annexure Schedule 2].*

Covenant provisions

Delete phrases in *[ ]* and insert memorandum number as required. Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

*[Memorandum number]*, registered under section 155A of the Land Transfer Act 1952.

*[Annexure Schedule 2].*

All signing parties and either their witnesses or solicitors must sign or initial in this box

## 1 DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

**"Forestry Right"** means a Forestry Right registered under the Forestry Rights Registration Act 1983

**"Forestry Right Holder"** means the holder of the Forestry Right over the Grantors land and includes the successors and assignees of the Forestry Right Holder;

**"Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

### 1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

## 2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown ROW on deed plan OTS-120-03 [Subject to survey] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

## 3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
  - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
  - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
    - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
    - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.



- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

#### 4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

#### 5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

#### 6 FORESTRY RIGHT

The Grantor and the Grantee record that at the time that the easement is granted there is a Forestry Right in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Forestry Right as at the date of this Easement Instrument.

#### 7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

#### 8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED**

**THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

## **9 NOTICES**

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

## **10 SEVERABILITY**

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

Continuation of "Attestation"

Signed for and on behalf of  
**[Proprietors of the Maraeroa A and  
B Incorporation]** as Grantor by:

---

*In the presence of:*

---

Name:  
Occupation:  
Address:

Signed for and on behalf of **HER  
MAJESTY THE QUEEN** as Grantee  
by

---

**Conservator for the Waikato  
Conservancy** acting for the Minister  
of Conservation under delegated  
authority pursuant to sections 57 and  
58 of the Conservation Act 1987 and  
section 41 of the State Sector Act  
1988

*In the presence of:*

---

Name:  
Occupation:  
Address:



## SCHEDULE

**1 GRANTOR'S ADDRESS:**

**[*Proprietors of the Maraeroa A and B Incorporation*]**

[enter address]

**2 GRANTEE'S ADDRESS**

Department of Conservation  
Waikato Conservancy  
Private Bag 3072, Level 5, 73 Rostrevor Street  
Hamilton, New Zealand

4.4 PIKIARIKI SITE CONSERVATION COVENANT

(

(



**CONSERVATION COVENANT**  
**(Section 77 Reserves Act 1977)**

THIS DEED of COVENANT is made this                    day of

**BETWEEN**                    **[insert]**                    (the Owner)

**AND MINISTER OF CONSERVATION (THE MINISTER)**

**BACKGROUND**

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [insert] and implemented by the [name of Settlement Act].
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

**OPERATIVE PARTS**

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

**1 INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- "Covenant"** means this Deed of Covenant made under section 77 of the Reserves Act 1977.
- "Director-General"** means the Director-General of Conservation.
- "Fence"** includes a gate.
- "Fire Authority"** means a fire authority as defined in the Forest and Rural Fires Act 1977.
- "Land"** means the land described in Schedule 1.
- "Minerals"** means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.



<b>“Minister”</b>	means the Minister of Conservation.
<b>“Natural Water”</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>“Owner”</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>“Reserve Values”</b>	means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>“Working Days”</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed so as to preserve the Reserve Values;

**3 IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties (acting reasonably) the Owner must not carry out or permit on or in relation to the Land:
  - 3.1.1 grazing of the Land by livestock;





- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any indigenous flora;
  - 3.1.3 the planting of any species of exotic tree, shrub or other exotic plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.11 the erection of utility transmission lines across the Land; or
  - 3.1.12 any other activity which might have an adverse effect on the Reserve Values.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

#### **4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

4.1 The Minister must:

4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation and agreement with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

#### **5 JOINT OBLIGATIONS**

5.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

#### **6 VARIATION OF COVENANT**

6.1 This Covenant may be varied by mutual agreement in writing between the Owner and the Minister.

#### **7 DURATION OF COVENANT**

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

#### **8 OBLIGATIONS ON SALE OF LAND**

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.



- 8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

## **9 CONSENTS**

- 9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

## **10 MISCELLANEOUS MATTERS**

### **10.1 Rights**

- 10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

### **10.2 Trespass Act**

- 10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

### **10.3 Reserves Act**

- 10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

### **10.4 Registration**

- 10.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

### **10.5 Acceptance of Covenant**

- 10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

### **10.6 Fire**

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

## **11 DEFAULT**

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

## **12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

### **12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

- 13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.
- 13.2 A notice given in accordance with clause 12.1 will be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of pre-paid post, on the third working day after posting;
  - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

- 14.1 Special conditions relating to this Covenant are set out in Schedule 3
- 14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
 Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )

acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

(

(



## SCHEDULE 1

Description of Land:

[23 hectares, subject to survey].

Reserve Values to be protected:

Several native species are present on the Land including horoeka (*Pseudopanax crassifolius*), whauwhaupaku (*Pseudopanax arboreus*), toetoe (*Cortaderia toetoe*), narrow-leaved mahoe (*Melicytus lanceolatus*) and one bog pine (*Halocarpus bidwillii*).

In particular, larger areas of native vegetation are still present around swamp areas, dry gullies and riparian margins. The riparian margins consist mainly of monoao (*Dracophyllum subulatum*), *Pittosporum colensoi* and mingimingi (*Coprosma propinqua*) while the swamps are dominated by waewaekaka (*Sticherus cunninghamii*) and sharp spike sedge (*Eleocharis acuta*) surrounded by monoao and manuka (*Leptospermum scoparium*). Also present in the swamps are kahikatea (*Dacrycarpus dacrydioides*) and swamp astelia (*Astelia grandis*). The swamps are of importance as there are less than 10% of New Zealand's wetlands remaining nationally. Swamps such as this provide important services such as erosion control and reducing nutrient run off and represent rare and threatened ecosystem types.

There is an historic record for *Pimelea tomentosa* along a tributary to the Waimiha stream. The GPS location for this site is E1823988 N5735856 . *P. tomentosa* is ranked as Nationally Vulnerable. The main threats to this species are habitat loss via land clearance, succession (progressive change in vegetation type to vegetation that is unsuited to *P. tomentosa*), competition with weeds and browsing by goats and deer.

## SCHEDULE 2

### Address for Service<sup>2</sup>

The address for service of the Owner is:

[insert]

The address for service of the Minister is:

The Area Manager  
Department of Conservation  
78 Taupiri Street  
PO Box 38  
TE KUITI 3941



### **SCHEDULE 3**

#### **Special Conditions**

1. The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of;
  - (i) access for pest plant or pest animal control;
  - (ii) protecting the Reserve Values; or
  - (iii) managing and protecting any wahi tapu on the Land.
2. To avoid doubt, the owner may use and maintain existing forestry roads across the Land for vehicle or foot access.

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 77 of the  
Reserves Act 1977

---

to

**MINISTER OF CONSERVATION**

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Legal Services  
Department of Conservation

4.5

## WHAREANA SITE CONSERVATION COVENANT

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**CONSERVATION COVENANT**  
**(Section 77 Reserves Act 1977)**

THIS DEED of COVENANT is made this            day of

BETWEEN                          [insert]    (the Owner)

AND                          MINISTER OF CONSERVATION (the Minister)

**BACKGROUND**

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [insert] and implemented by the [insert name of Settlement Act].
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

**OPERATIVE PARTS**

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

**1 INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- "Covenant"**    means this Deed of Covenant made under section 77 of the Reserves Act 1977.
- "Director-General"**    means the Director-General of Conservation.
- "Fence"**    includes a gate.
- "Fire Authority"**    means a fire authority as defined in the Forest and Rural Fires Act 1977.
- "Land"**    means the land described in Schedule 1.
- "Minerals"**    means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.



<b>"Minister"</b>	means the Minister of Conservation.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed so as to preserve the Reserve Values;

**3 IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties (acting reasonably) the Owner must not carry out or permit on or in relation to the Land:
  - 3.1.1 the planting of any species of exotic tree, shrub or other exotic plant;
  - 3.1.2 the erection of any Fence, building, structure or other improvement for any purpose;

- 3.1.3 any cultivation, earth works or other soil disturbances;
  - 3.1.4 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.5 the erection of utility transmission lines across the Land;
  - 3.1.6 the repair, alteration, damage or demolition of any building referred to in Schedule 1 or associated structure or undertake any action which in the opinion of the Minister may be detrimental to the Reserve Values or their preservation; or
  - 3.1.7 any other activity which might have an adverse effect on the Reserve Values.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.2 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.3 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.4 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
  - 3.2.5 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 the Minister has statutory powers, obligations and duties with which the Minister must comply.

#### **4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

- 4.1 The Minister must:
- 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
  - 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:



4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation and agreement with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

## **5 JOINT OBLIGATIONS**

5.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

## **6 VARIATION OF COVENANT**

6.1 This Covenant may be varied by mutual agreement in writing between the Owner and the Minister.

## **7 DURATION OF COVENANT**

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

## **8 OBLIGATIONS ON SALE OF LAND**

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

## **9 CONSENTS**

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

## **10 MISCELLANEOUS MATTERS**

### **10.1 Rights**

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

### **10.2 Trespass Act**

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

### 10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

### 10.4 Registration

10.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

### 10.5 Acceptance of Covenant

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

### 10.6 Fire

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.3 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

## 11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:



- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

## **12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

### **12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

### **12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

## **13 NOTICES**

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

14.1 Special conditions relating to this Covenant are set out in Schedule 3.

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : )

(  
Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

(  
Occupation: \_\_\_\_\_

## SCHEDULE 1

Description of Land:  
[to be defined by survey]

Reserve Values to be protected:

The house was the first and is the last remaining of the original timber workers' houses in the Pureora settlement. The first family moved in on 22 November 1949. It was one of five "flat top" prefabricated houses purchased and erected on behalf of the Ranginui mill (operated by the Hutt Timber & Hardware Co.) to house mill workers and their families. The house was prefabricated in Hamilton, as part of a nationwide plan to improve housing standards of mill and bush workers and help maintain families in the milling industry. In 1996, the then-owners of the house, Mr and Mrs Russell, offered to gift the house to the Department of Conservation on the condition that it was to be maintained and preserved as an historic place.

The Pureora Store building was trucked to Pureora Forest in three pieces and assembled on site. The owners of the store lived in Pureora Forest and provided a service to residents through the operation of the store and petrol sales until 1987.

## SCHEDULE 2

### Address for Service<sup>3</sup>

The address for service of the Owner is:

The address for service of the Minister is:

The Area Manager  
Department of Conservation  
78 Taupiri Street  
PO Box 38  
TE KUITI 3941

---

## SCHEDULE 3

### Special Conditions

1. **Despite clauses 3.1.1 - 3.1.3, the Owner may undertake the following activities on the land for the enhancement of the land and the appreciation of the reserve values, provided that those activities will not adversely affect the reserve values.**
  - 1.1 planting any species of exotic tree, shrub or other plant;
  - 1.2 erecting a fence, path, building, structure or other improvement; or
  - 1.3 cultivation, earthworks or soil disturbance of a small scale nature.

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 77 of the  
Reserves Act 1977

(  

---

to

**MINISTER OF CONSERVATION**

(  

---

Legal Services  
Department of Conservation

4.6

## WAIMIHA KEI RUNGA SITE RIGHT OF WAY EASEMENT

(

(







Easement Instrument Dated  Page  of  pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	(to be inserted)	(to be inserted)	In gross

*Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.*

**Easements or profits à prendre rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

[Memorandum number \_\_\_\_\_, registered under section 165A of the Land Transfer Act 1952] (the provisions set out in Annexure Schedule 2).

**Covenant provisions**

*Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 165A of the Land Transfer Act 1952] [Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

## 1 DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

**“Forestry Right”** means a Forestry Right registered under the Forestry Rights Registration Act 1983

**“Forestry Right Holder”** means the holder of the Forestry Right over the Grantors land and includes the successors and assignees of the Forestry Right Holder;

**“Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation” includes the servants, tenants, agents, workmen, licensees and invitees of the Minister and includes members of the general public only for the purposes of accessing Pureora Conservation Park.

### 1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

## 2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown [yellow on the attached diagram. Subject to survey] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

## 3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or re-passing over the Grantor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
  - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
  - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
    - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
    - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the

notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

#### **4 GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

#### **5 COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

#### **6 FORESTRY RIGHT**

The Grantor and the Grantee record that at the time that the easement is granted there is a Forestry Right in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Forestry Right as at the date of this Easement Instrument.

#### **7 ASSIGNMENT**

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

## 8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

## 9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

10.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

10.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

## 10 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

Continuation of "Attestation"

Signed for and on behalf of  
[Proprietors of the Maraeroa A and B  
Incorporation] as Grantor by:

---

*In the presence of:*

---

Name:  
Occupation:  
Address:

Signed for and on behalf of **HER  
MAJESTY THE QUEEN** as Grantee  
by

---

**Conservator for the Waikato  
Conservancy** acting for the Minister  
of Conservation under delegated  
authority pursuant to sections 57 and  
58 of the Conservation Act 1987 and  
section 41 of the State Sector Act  
1988

*In the presence of:*

---

Name:  
Occupation:  
Address:



SCHEDULE

**1 GRANTOR'S ADDRESS:**

**[*Proprietors of the Maraeroa A and B Incorporation*]**

[enter address]

**2 GRANTEE'S ADDRESS:**

Department of Conservation  
Waikato Conservancy  
Private Bag 3072, Level 5, 73 Rostrevor Street  
Hamilton, New Zealand

(

(



Handwritten initials or signature in the top right corner.



WAIMIHA KEI RUNGA SITE RIGHT OF WAY EASEMENT

Approved by Registrar-General of Land under No. 2007/6225

Easement Instrument to grant easement or profit à prendre, or create land covenant Sections 80A and 80F, Land Transfer Act 1952

Land registration district

[Empty box for Land registration district]



BARCODE

Grantor

Sumame(s) must be underlined or in CAPITALS.

[Proprietors of the Maraeroa A and B Incorporation]

Grantee

Sumame(s) must be underlined or in CAPITALS.

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of 20

Attestation

Witness section for Grantor: Signed in my presence by the Grantor, Signature of witness, Witness to complete in BLOCK letters (unless legibly printed), Witness name, Occupation, Address, Signature [common seal] of Grantor

Witness section for Grantee: Signed in my presence by the Grantee, Signature of witness, Witness to complete in BLOCK letters (unless legibly printed), Witness name, Occupation, Address, Signature [common seal] of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Empty box for signature]

(Solicitor for) the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.



Easement Instrument Dated [ ] Page [ ] of [ ] pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	(to be inserted)	(to be inserted)	In gross

Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

**Easements or profits à prendre rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

[Memorandum number], registered under section 165A of the Land Transfer Act 1952.

[the provisions set out in Annexure Schedule 2].

**Covenant provisions**

Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number], registered under section 165A of the Land Transfer Act 1952

(Annexure Schedule 2).

All signing parties and either their witnesses or solicitors must sign or initial in this box

## 1 DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

**“Forestry Right”** means a Forestry Right registered under the Forestry Rights Registration Act 1983

**“Forestry Right Holder”** means the holder of the Forestry Right over the Grantors land and includes the successors and assignees of the Forestry Right Holder;

**“Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation” includes the servants, tenants, agents, workmen, licensees and invitees of the Minister and includes members of the general public.

### 1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

## 2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor’s Land shown marked H on SO 311007 [and solid blue on the diagram attached. Subject to survey] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

## 3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
  - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

#### **4 GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's



Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

## 5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

## 6 FORESTRY RIGHT

The Grantor and the Grantee record that at the time that the easement is granted there is a Forestry Right in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Forestry Right as at the date of this Easement Instrument.

## 7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

## 8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

## 9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

## 10 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.





Continuation of "Attestation"

Signed for and on behalf of  
**[Proprietors of the Maraeroa A and  
B Incorporation ]** as Grantor by:

---

*In the presence of:*

---

Name:  
Occupation:  
Address:

Signed for and on behalf of **HER  
MAJESTY THE QUEEN** as Grantee  
by

---

**Conservator for the Waikato  
Conservancy** acting for the Minister  
of Conservation under delegated  
authority pursuant to sections 57 and  
58 of the Conservation Act 1987 and  
section 41 of the State Sector Act  
1988

*In the presence of:*

---

Name:  
Occupation:  
Address:

SCHEDULE

1 GRANTOR'S ADDRESS:

*[Proprietors of the Maraeroa A and B Incorporation Trustees]*

[enter address]

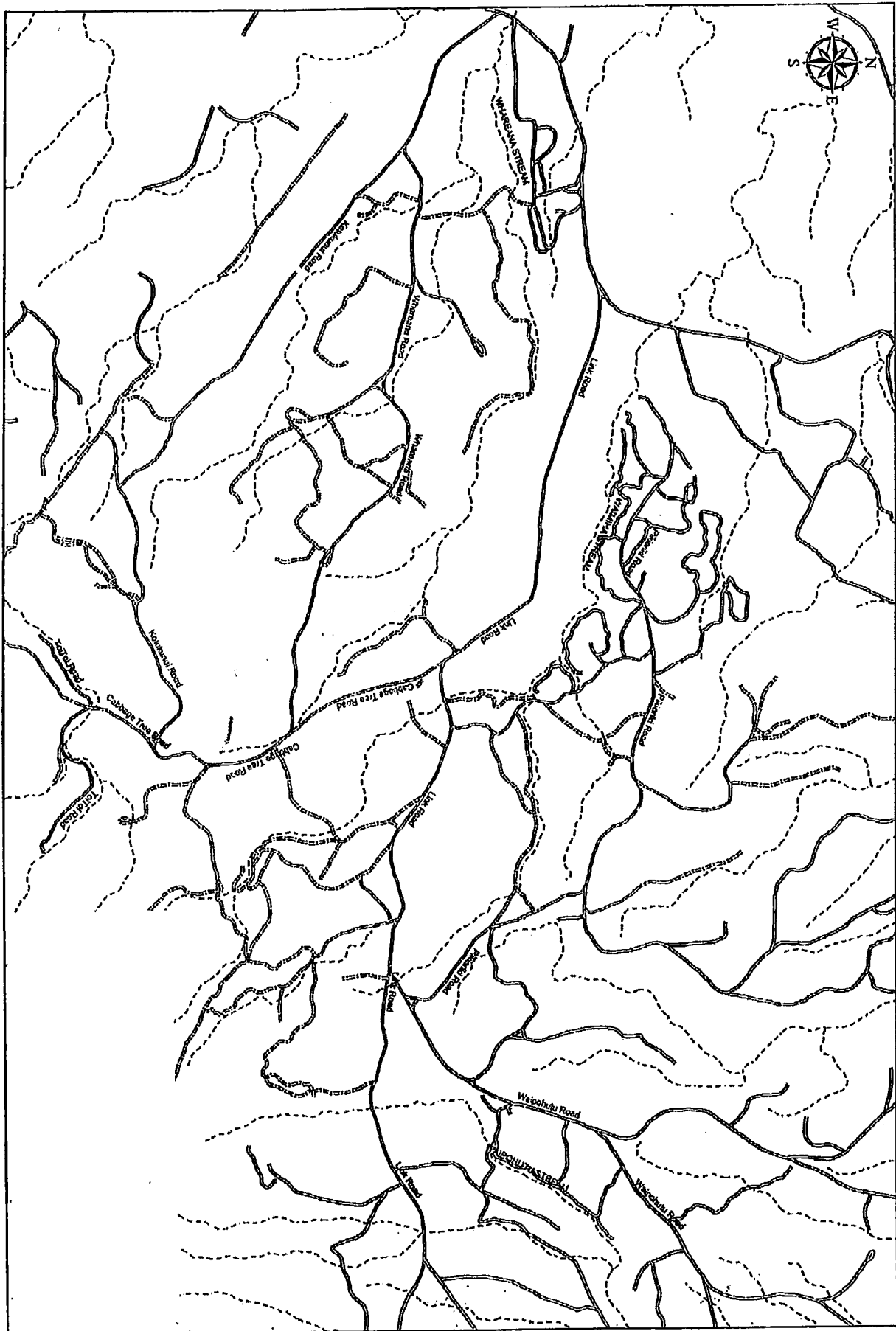
2 GRANTEE'S ADDRESS:

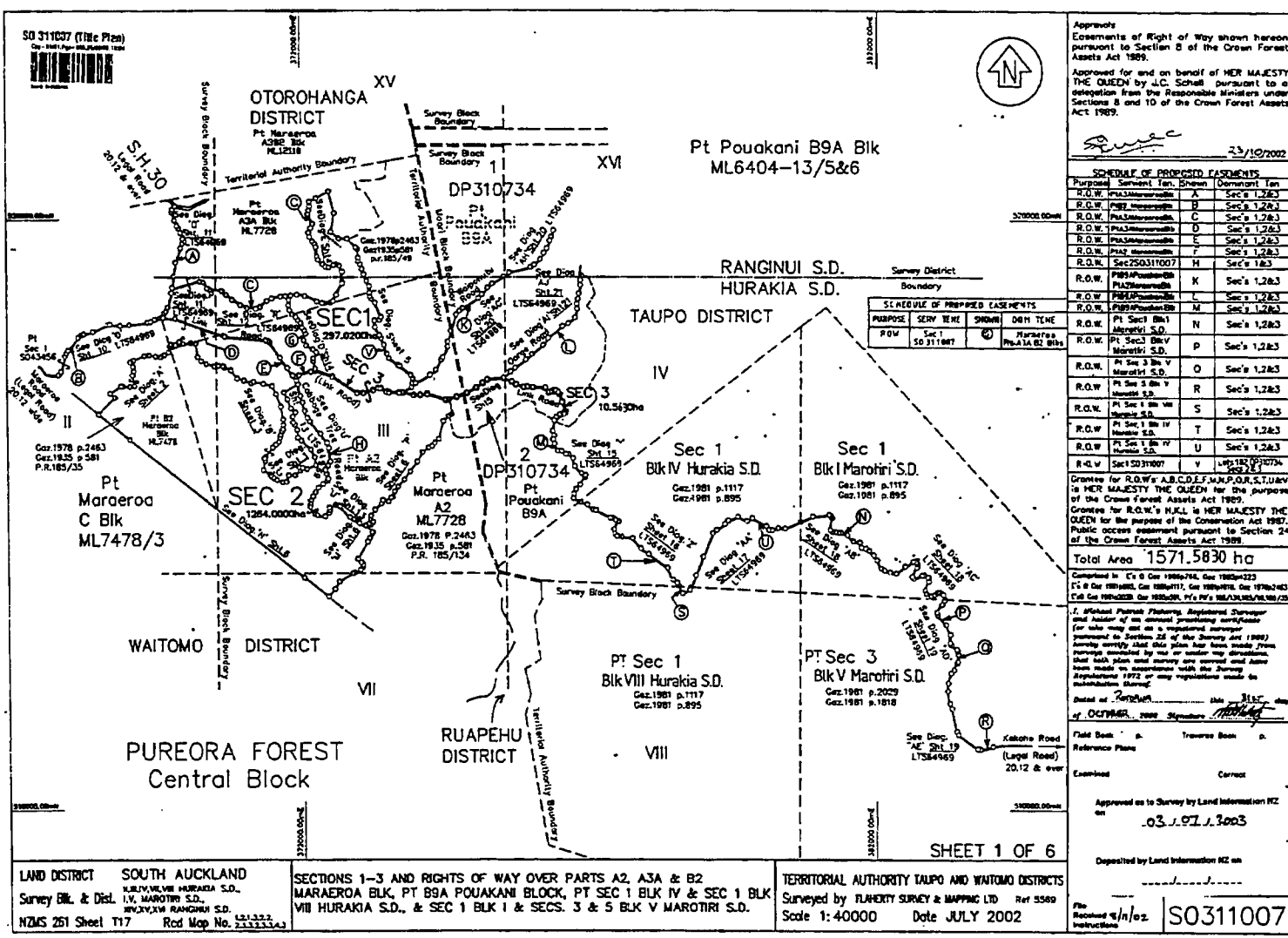
Department of Conservation

Waikato Conservancy

Private Bag 3072, Level 5, 73 Rostrevor Street

Hamilton, New Zealand





SO 311007 (Title Plan)  
 Co. 1881/Agri. 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



Approved  
 Easements of Right of Way shown hereon  
 pursuant to Section 8 of the Crown Forest  
 Assets Act 1989.  
 Approved for and on behalf of HER MAJESTY  
 THE QUEEN by J.C. Schell pursuant to a  
 delegation from the Responsible Ministers under  
 Sections 8 and 10 of the Crown Forest Assets  
 Act 1989.

*S. Schell*  
 23/10/2002

SCHEDULE OF PROPOSED EASEMENTS			
Purpose	Servient Ten. Shown	Dominant Ten	
R.O.W. Pt Maraeroa A2	X	Sec 1, 2&3	
R.O.W. Pt Maraeroa A3A	B	Sec 1, 2&3	
R.O.W. Pt Maraeroa C	D	Sec 1, 2&3	
R.O.W. Pt Maraeroa A2	E	Sec 1, 2&3	
R.O.W. Pt Maraeroa A2	F	Sec 1, 2&3	
R.O.W. Sec 20311007	H	Sec 1, 2&3	
R.O.W. Pt Maraeroa A2	K	Sec 1, 2&3	
R.O.W. Pt Maraeroa A2	L	Sec 1, 2&3	
R.O.W. Pt Maraeroa A2	M	Sec 1, 2&3	

SCHEDULE OF PROPOSED EASEMENTS			
PURPOSE	SERV TEN	SHOWN	DOM TEN
R.O.W. Sec 1 SO 311007	Sec 1	Mararaes Pt A2 A3A B2 B3A	

R.O.W. Pt Sec 1 Blk I Marotiri S.D.	N	Sec 1, 2&3
R.O.W. Pt Sec 3 Blk V Marotiri S.D.	P	Sec 1, 2&3
R.O.W. Pt Sec 3 Blk V Marotiri S.D.	O	Sec 1, 2&3
R.O.W. Pt Sec 3 Blk V Marotiri S.D.	R	Sec 1, 2&3
R.O.W. Pt Sec 1 Blk IV Hurakia S.D.	S	Sec 1, 2&3
R.O.W. Pt Sec 1 Blk IV Hurakia S.D.	T	Sec 1, 2&3
R.O.W. Pt Sec 1 Blk IV Hurakia S.D.	U	Sec 1, 2&3
R.O.W. Sec 1 SO 311007	V	Sec 1, 2&3

Drawn for R.O.W.s A.B.C.D.E.F.G.H.I.J.K.L.M.N.O.P.Q.R.S.T.U.V.W.X.Y.Z. is HER MAJESTY THE QUEEN for the purposes of the Crown Forest Assets Act 1989.  
 Drawn for R.O.W.'s X.Y.Z. is HER MAJESTY THE QUEEN for the purposes of the Conservation Act 1987. Public access easement pursuant to Section 24 of the Crown Forest Assets Act 1989.

Total Area 1571.5630 ha  
 Compiled in C's O Gaz 1989/744, Gaz 1989/223  
 C's O Gaz 1989/880, Gaz 1989/117, Gaz 1989/476, Gaz 1989/483  
 C's O Gaz 1989/228, Gaz 1989/309, Pt's Pt's ML6404/13/5&6/25

I, Richard Patrick Flaherty, Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to Section 25 of the Survey Act 1989) hereby certify that this plan has been made from surveys conducted by me or under my direction, that such plans and surveys are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Wellington this 21st day of OCTOBER, 2002. Signature *[Signature]*  
 Field Book p. Traverse Book p.  
 Reference Plane

Examined Correct  
 Approved as to Survey by Land Information NZ on 03.11.2002

Deposited by Land Information NZ on

Received 4/11/02 SO311007

LAND DISTRICT SOUTH AUCKLAND  
 Survey Blk. & Dist. MARAEROA HURAKIA S.D.,  
 I.V. MAROTIRI S.D.,  
 WAIKAWA RANGINUI S.D.  
 NZMS 261 Sheet T17 Rod Map No. 131333

SECTIONS 1-3 AND RIGHTS OF WAY OVER PARTS A2, A3A & B2  
 MARAEROA BLK, PT B9A POUKAKANI BLOCK, PT SEC 1 BLK IV & SEC 1 BLK  
 VIII HURAKIA S.D., & SEC 1 BLK I & SECS. 3 & 5 BLK V MAROTIRI S.D.

TERRITORIAL AUTHORITY TAUPŌ AND WAITOMO DISTRICTS  
 Surveyed by FLAHERTY SURVEY & MAPPING LTD Ref 5569  
 Scale 1:40000 Date JULY 2002

SHEET 1 OF 6

*[Handwritten mark]*

4.8

**WAIMIHA KEI RUNGA SITE RIGHT OF WAY EASEMENT**

(

(

Approved by Registrar-General of Land under No. 2007/6226  
**Easement Instrument to grant easement or *profit à prendre*, or create land covenant**  
*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

[ ]



BARCODE

Grantor

*Surname(s) must be underlined or in CAPITALS.*

[Proprietors of the Maraeroa A and B Incorporation]

Grantee

*Surname(s) must be underlined or in CAPITALS.*

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

**Grant of easement or *profit à prendre* or creation of covenant**

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this          day of          20

**Attestation**

	<b>Signed in my presence by the Grantor</b>
	_____ <i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	<b>Witness name</b>
	<b>Occupation</b>
<b>Signature [common seal] of Grantor</b>	<b>Address</b>

	<b>Signed in my presence by the Grantee</b>
	_____ <i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	<b>Witness name</b>
	<b>Occupation</b>
<b>Signature [common seal] of Grantee</b>	<b>Address</b>

Certified correct for the purposes of the Land Transfer Act 1952.

[ ]

[Solicitor for] the Grantee

*\*If the consent of any person is required for the grant, the specified consent form must be used.*

REF: 7003 -- AUCKLAND DISTRICT LAW SOCIETY

SAB



Easement Instrument Dated [ ] Page [ ] of [ ] pages

**Schedule A** (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (identifier/CT)	Dominant tenement (identifier/CT or in gross)
Right of Way	[(to be inserted)]	[(to be inserted)]	In gross

Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

**Easements or profits à prendre rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.  
The implied rights and powers are [varied] [negated] [added to] or [substituted] by:  
[Memorandum number], registered under section 155A of the Land Transfer Act 1952.  
[the provisions set out in Annexure Schedule 2].

**Covenant provisions**

Delete phrases in [ ] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:  
[Memorandum number], registered under section 155A of the Land Transfer Act 1952.  
[Annexure Schedule 2].

All signing parties and either their witnesses or collectors must sign or initial in this box

SJB

## 1 DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

**“Forestry Right”** means a Forestry Right registered under the Forestry Rights Registration Act 1983

**“Forestry Right Holder”** means the holder of the Forestry Right over the Grantors land and includes the successors and assignees of the Forestry Right Holder;

**“Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation”** includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

### 1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

## 2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor’s Land shown G on SO311007 and shown marked [green on the diagram attached. Subject to survey] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

## 3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:



- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
  - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
  - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
    - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
    - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

#### 4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

#### 5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

#### 6 FORESTRY RIGHT

The Grantor and the Grantee record that at the time that the easement is granted there is a Forestry Right in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Forestry Right as at the date of this Easement Instrument.

#### 7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

#### 8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED**

**THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

## **9 NOTICES**

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

## **10 SEVERABILITY**

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.



Continuation of "Attestation"

Signed for and on behalf of  
**[Proprietors of the Maraeroa A and  
B Incorporation]** as Grantor by:

---

*In the presence of:*

---

Name:  
Occupation:  
Address:

Signed for and on behalf of **HER  
MAJESTY THE QUEEN** as Grantee  
by

---

**Conservator for the Waikato  
Conservancy** acting for the Minister  
of Conservation under delegated  
authority pursuant to sections 57 and  
58 of the Conservation Act 1987 and  
section 41 of the State Sector Act  
1988

*In the presence of:*

---

Name:  
Occupation:  
Address:

SCHEDULE

**1 GRANTOR'S ADDRESS:**

**[*Proprietors of the Maraeroa A and B Incorporation* ]**

[enter address]

**2 GRANTEE'S ADDRESS:**

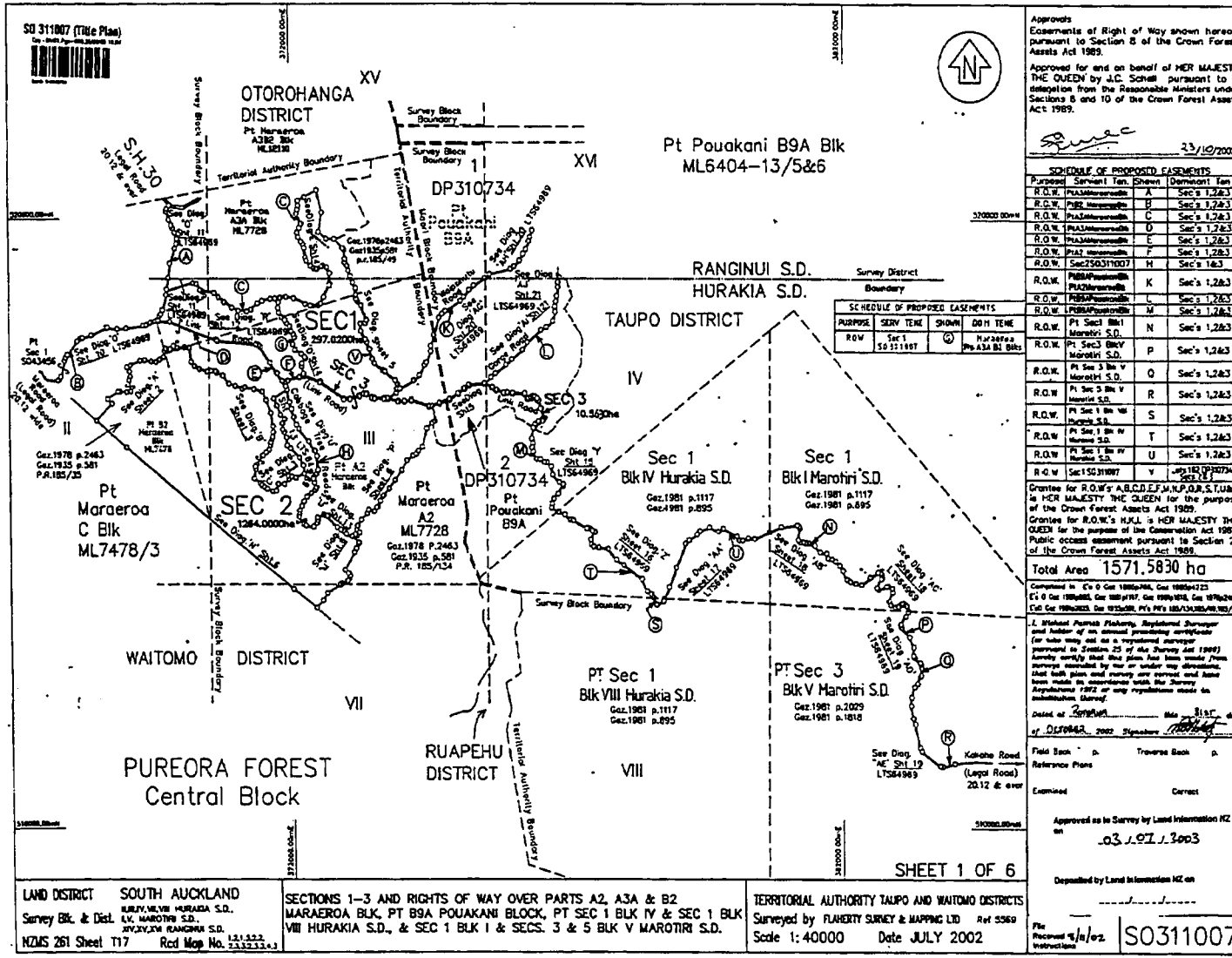
Department of Conservation  
Waikato Conservancy  
Private Bag 3072, Level 5, 73 Rostrevor Street  
Hamilton, New Zealand

(





*[Handwritten mark]*



Approvals  
Easements of Right of Way shown hereon pursuant to Section 8 of the Crown Forest Assets Act 1989.  
Approved for and on behalf of HER MAJESTY THE QUEEN by J.C. Schell pursuant to a delegation from the Responsible Ministers under Sections 8 and 10 of the Crown Forest Assets Act 1989.

*[Signature]* 23/10/2002

Purpose	Serv Ten.	Shown	Dominant Ten.
R.O.W. Pt Maraeroa A2 Blk ML7728	F		Sec 3 1,2&3
R.O.W. Pt Maraeroa C Blk ML7478/3	C		Sec 3 1,2&3
R.O.W. Pt Maraeroa A2 Blk ML7728	D		Sec 3 1,2&3
R.O.W. Pt Maraeroa C Blk ML7478/3	E		Sec 3 1,2&3
R.O.W. Pt Maraeroa A2 Blk ML7728	F		Sec 3 1,2&3
R.O.W. Pt Maraeroa C Blk ML7478/3	H		Sec 3 1,2&3
R.O.W. Pt Maraeroa A2 Blk ML7728	K		Sec 3 1,2&3
R.O.W. Pt Maraeroa C Blk ML7478/3	L		Sec 3 1,2&3
R.O.W. Pt Maraeroa A2 Blk ML7728	M		Sec 3 1,2&3
R.O.W. Pt Maraeroa C Blk ML7478/3	N		Sec 3 1,2&3
R.O.W. Pt Maraeroa A2 Blk ML7728	P		Sec 3 1,2&3
R.O.W. Pt Maraeroa C Blk ML7478/3	Q		Sec 3 1,2&3
R.O.W. Pt Maraeroa A2 Blk ML7728	R		Sec 3 1,2&3
R.O.W. Pt Maraeroa C Blk ML7478/3	S		Sec 3 1,2&3
R.O.W. Pt Maraeroa A2 Blk ML7728	T		Sec 3 1,2&3
R.O.W. Pt Maraeroa C Blk ML7478/3	U		Sec 3 1,2&3
R.O.W. Pt Maraeroa A2 Blk ML7728	V		Sec 3 1,2&3

PURPOSE	SERV TEN.	SHOWN	DOM TEN.
ROW	Sec 1 50 52 1007		Maraeroa Pt A2 Blk ML7728

Grantee for R.O.W.'s A,B,C,D,E,F,H,I,K,P,Q,R,S,T,U,V is HER MAJESTY THE QUEEN for the purpose of the Crown Forest Assets Act 1989.  
Grantee for R.O.W.'s N,J,L is HER MAJESTY THE QUEEN for the purpose of the Conservation Act 1987. Public access easement pursuant to Section 24 of the Crown Forest Assets Act 1989.

Total Area 1571.5830 ha  
Compared to C.O. Gaz 1985a-94, Gaz 1985a-123  
C.O. Gaz 1985a-94, Gaz 1985a-123, Gaz 1985a-94, Gaz 1985a-123  
C.O. Gaz 1985a-94, Gaz 1985a-123, Gaz 1985a-94, Gaz 1985a-123  
I, J. William Patrick Flaherty, Registered Surveyor and holder of an annual practicing certificate (for who may act as a registered surveyor pursuant to Section 22 of the Survey Act 1987) hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Act 1987 and any regulations made in substitution thereof.

Dated at Wellington this 11th day of October, 2002. Signature *[Signature]*  
Field Book p. Traverse Book p.  
Reference Plane Correct  
Examined Correct

Approved as to Survey by Land Information NZ on 03.10.2002  
Deposited by Land Information NZ on

LAND DISTRICT SOUTH AUCKLAND  
Survey Blk. & Dist. I, V, MAROIRO S.D., XV, XV, XV RANGINUI S.D.  
NZMS 261 Sheet T17 Red Map No. 121,322, 232,333,3

SECTIONS 1-3 AND RIGHTS OF WAY OVER PARTS A2, A3A & B2 MARAEROA BLK, PT B9A POUAKANI BLOCK, PT SEC 1 BLK IV & SEC 1 BLK VIII HURAKIA S.D., & SEC 1 BLK I & SECS. 3 & 5 BLK V MAROIRO S.D.

TERRITORIAL AUTHORITY TAUPO AND WAITOMO DISTRICTS  
Surveyed by FLAHERTY SURVEY & MAPPING LTD Ref 5369  
Scale 1:40000 Date JULY 2002

SHEET 1 OF 6  
File Ref 50311007  
Instructions



4.9

**WAIMIHA KEI RUNGA SITE RIGHT OF WAY EASEMENT**

(

(

Date

## PARTIES

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the “Grantor”)
- 2 [*Proprietors of the Maraeroa A and B Incorporation* ] (the “Grantee”)

## BACKGROUND

- A. The Grantee wishes to enter upon and cross the Grantor’s Land for the purpose of gaining access to and egress from the Grantee’s Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor’s Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee’s Land on the terms and conditions set out in this Deed.

**BY THIS DEED IT IS AGREED AND DECLARED** as follows:

### 1 DEFINITIONS AND CONSTRUCTION

#### 1.1 Definitions

In this Deed, unless the context otherwise requires:

“**Commencement Date**” means the date first written above;

“**Deed**” means this deed, the Background and the Schedule annexed hereto;

“**Grantee**” also includes the registered proprietors of the Grantee’s Land and the forestry right holder, lessees , licensees, employees, agents, contractors, successors and assigns of the Grantee;

“**Grantor**” also includes the other registered proprietors from time to time of the Grantor’s Land;

“**Grantee’s Land**” means the land described in paragraph 3 of the First Schedule;

“**Grantor’s Land**” means the land described in paragraph 1 of the First Schedule and includes any part thereof;

“**Forestry Right**” means a Forestry Right registered under the Forestry Rights Registration Act 1983

“**Forestry Right Holder**” means the holder of the Forestry Right over the Grantees land and includes the successors and assignees of the Forestry Right Holder;

## 1.2 Construction

In the construction of this Deed unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

## 2 GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land as determined by clause 5.13.21 of the Historical Claims Schedule shown [ ]. Subject to survey] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

## 3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or re-passing over the Grantor's Land:
  - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);

- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee,

then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:

3.7.1 widen the road; or

3.7.2 alter the location of the road; or

3.7.3 alter the way in which the run-off from the road is disposed of; or

3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [**enter appropriate section and title of settlement legislation**], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

#### 4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

## 5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

## 6 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

## 7 DELEGATION

All rights, benefits, and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

## 8 NOTICES

8.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

8.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

8.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

## 9 SEVERABILITY

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

## 10 DISPUTES RESOLUTION

Should any dispute arise between the parties touching any matter relating to this Deed then:

10.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced

mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the **New Zealand Law Society**);

- 10.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;
- 10.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;
- 10.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the **New Zealand Law Society** or its successor. The award in the arbitration will be final and binding on the parties.

**IN WITNESS WHEREOF** this Deed has been duly executed on the date first written above.

*Signed* for and on behalf of **HER  
MAJESTY THE QUEEN** as Grantor by

---

**Conservator for the Waikato  
Conservancy** acting for the Minister of  
Conservation under delegated authority  
pursuant to sections 57 and 58 of the  
Conservation Act 1987 and section 41  
of the State Sector Act 1988

*In the presence of:*

---

*Name:*

*Occupation:*

*Address:*

Signed by [**Proprietors of the  
Maraeroa A and B Incorporation**] as  
Grantee by:

\_\_\_\_\_

*in the presence of:*

\_\_\_\_\_

*Name:*

*Occupation:*

*Address:*

(

(





## FIRST SCHEDULE

1. **GRANTOR'S LAND:**

[*enter details*]

2. **GRANTOR'S ADDRESS:**

Department of Conservation  
Waikato Conservancy  
99 Sala Street  
PO Box 1146  
ROTORUA

3. **GRANTEE'S LAND:**

[*enter details*]

4. **GRANTEE'S ADDRESS:**

[*Proprietors of Maraeroa A and B Incorporation*]  
[*enter details*]

4.10

**WAIMIHA KEI RUNGA SITE FORESTRY RIGHT**

(

(



FORESTRY RIGHT

Dated

[Empty box for date]

Page

1

of

16

Pages

At 15 December 2010

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**APPENDICES**

**Appendix 1: Plan of the Forest Area**

**Appendix 2: Forest Area Description at Commencement Date**

**Appendix 3: Roads at Commencement Date - Referred to in Clause 4.2.7(b)**

**Appendix 4: Surrender Area Condition for Surrender**

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

SAP

## DOCUMENTS

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### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Forestry Right unless the context otherwise requires:

- Business Day:** means a day that is not –
- (a) a Saturday or a Sunday; or
  - (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or
  - (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
  - (d) a day that is observed as the anniversary of the province of –
    - (i) Wellington; or
    - (ii) Auckland; and
- Commencement Date:** [TBC]
- Consideration:** An annual fee of \$[xxx] being calculated as \$xx per hectare of Forest Area, being an amount equivalent to the market rental payable for a forested area similar to the Forest Area (reviewable annually in accordance with clause 7), plus Goods and Services Tax (if any) in accordance with clause 4.2.3 [to be determined by an independent valuer (Blue Hancock) before settlement date and be no less than \$50 (excl GST) per hectare of potential productive area].
- Default Rate:** FRA mid point 30 day bank bill rate, as at 10:45am on Reuter's page BKBM on the date of default plus 100 basis points compounded monthly.
- Final Termination Date:** 31 December 2020
- Forest Area:** That portion of the Land shown in the Plan in Appendix 1 and occupied by the stands of trees described in Appendix 2 or such smaller area as may result from the surrender by the Grantee of land pursuant to Clause 8.
- Land:** 1566.85 hectares, approximately, being Sections 1, 2 and Part Section 3 SO 311007. Part Computer Freehold Register 532173 as shown on deed plan OTS-120-07.
- Payment Date:** The Commencement Date and each year during the Term on the anniversary of the Commencement Date.

- Produce:** Means the logs and any ancillary produce, which will be derived from harvesting the Trees and any ancillary produce.
- Rates:** Local Authority Rates relating to the Forest Area payable by the Grantee in accordance with clause 4.2.2.
- Return Roads:** Roads or access tracks outside the Forest Area that are no longer required by the Grantee and which have been returned to the Grantor pursuant to clause 8.7.
- Surrender Area** A part of the Forest Area that, for the purposes of clause 8:
- (a) has been identified by the Grantee pursuant to clause 8.1 for surrender to the Grantor;
  - (b) has been harvested;
  - (c) is in the condition provided for in Appendix 4; and
  - (d) either:
    - (i) is not less than the minimum area of 50 hectares in contiguous hectares; or
    - (ii) is less than the minimum area of 50 hectares in contiguous hectares but the Surrender Area is contiguous with a previous Surrender Area which has been returned to the Grantor; or
    - (iii) is the final Surrender Area to be returned to the Grantor,provided that for the purpose of paragraph (d)(ii) of this definition, a Surrender Area will be considered contiguous with a previous Surrender Area if it is separated by only a road, access way, stream, river or other such unproductive area through, on or over which access between the Surrender Area and the previous Surrender Area is not unreasonably impeded.
- Termination Date:** In respect of the whole or any part or parts of the Forest Area means the earlier of:
- a) the Final Termination Date; or
  - b) the date on which the Grantee surrenders that part or those parts pursuant to clause 8.
- Trees** All of the Grantee's exotic trees growing or standing or lying within the Forest Area.

## 1.2 Interpretation

In this Forestry Right:

- a) words or phrases appearing in this Forestry Right with capitalised initial letters are defined terms and have the meaning given to them in this Forestry Right;
- b) all references to the Grantee shall include a reference to its lawful successors and assigns and to its employees, contractors, agents, licensees, and invitees;
- c) all references to the Grantor shall include a reference to its employees, contractors, agents, licensees and invitees;



- d) all references to this instrument shall include a reference to Appendices 1, 2, 3 and 4 and all references to Recitals, clauses or Appendices shall be a reference to the recitals, clauses and appendices of this instrument; and
- e) this instrument shall be construed in accordance with the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of New Zealand.

## **2. ACKNOWLEDGEMENT OF OWNERSHIP GRANT OF FORESTRY RIGHT**

- 2.1 The Grantor acknowledges that for the term of this Forestry Right the Grantee owns, and will retain ownership of, the Trees and any Produce derived from the Trees.
- 2.2 In consideration of the Grantee paying the Consideration to the Grantor, the Grantor hereby grants to the Grantee, and its contractors and agents, the right to enter and remain on the Land for the purposes of managing, protecting and harvesting the Trees and any Produce derived from the Trees on the terms and conditions set out below.

## **3. TERM OF FORESTRY RIGHT**

The Forestry Right granted pursuant to Clause 2.2 shall commence on the Commencement Date and from that date shall run from year to year by way of automatic extension, providing that the term shall not exceed the Final Termination Date.

## **4. RIGHTS AND OBLIGATIONS OF THE GRANTEE**

### **4.1 Rights**

The Grantee may, at the Grantee's own expense:

- 4.1.1 Enter on and remain on the Land with or without machinery, vehicles or plant of any kind, to effect the management, protection, and harvesting of the Trees and to do all things ancillary thereto;
- 4.1.2 harvest the Trees at such time and in such manner during the Term as it thinks fit in its sole discretion; and
- 4.1.3 use and maintain any existing roads and construct, use and maintain such other roads, tracks and skid sites to such standard as the Grantee deems appropriate except Return Roads as provided for in Clause 8.7 and construct any temporary buildings on the Land as the Grantee considers necessary for the purposes of managing, protecting and harvesting the Trees.

### **4.2 Obligations**

The Grantee shall:

- 4.2.1 Pay the Consideration annually in advance on the Payment Date. If the Grantee does not pay the Consideration within 10 Business Days of a Payment Date ("date of default"), the Grantee shall pay interest at the Default Rate on the amount of Consideration unpaid from the date of default until payment;
- 4.2.2 pay each year during the term of this Forestry Right an amount equivalent to a percentage of rates payable in respect of the Land. The percentage shall bear the

same proportion to the rates as the Forest Area (from time to time) bears to the Land as a whole. The amounts payable by the Grantee under this clause 4.2.2 shall be apportioned between the Grantor and the Grantee in respect of periods current at the commencement and termination (including early termination or partial surrender) of this Forestry Right;

- 4.2.3 pay to the Grantor any Goods and Services Tax on the Consideration paid to the Grantor at the time and in the manner the Consideration is paid pursuant to clause 4.2.1;
- 4.2.4 at all times, comply with good forestry practice in the maintenance and harvesting of the Trees and all operations incidental thereto;
- 4.2.5 after harvesting ensure that each Surrender Area is in the condition provided for in Appendix 4 prior to surrender;
- 4.2.6 comply with all statutes, regulations and by-laws affecting the performance of its rights and obligations hereunder;
- 4.2.7 prior to the Termination Date:
  - a) remove any buildings, equipment or plant erected, placed, or brought onto Land by the Grantee;
  - b) leave those roads on the Land described in Appendix 3, which existed on the Commencement Date and which may be used by the Grantee during the term of this Forestry right, in good order suitable for passage by light four wheel drive vehicles except for Return Roads as provided for in clause 8.7;
- 4.2.8 comply with the requirements of the Resource Management Act 1991 and obtain, observe and keep current any consents which may be required for the Grantee's operations on the Land;
- 4.2.9 carry out all fire protection on the Forest Area and take reasonable measures to prevent the spread of fire on to adjoining land;
- 4.2.10 exercise all rights in such a manner as to cause no damage, nuisance or injury to the owners of adjoining land;
- 4.2.11 indemnify the Grantor up to a maximum amount of one million dollars (\$1 million) per event in respect of:
  - (a) any reasonable cost or liability incurred by the Grantor pursuant to clause 5.4 in obtaining, observing and keeping current statutory or other consents necessary or required for the grant of this Forestry Right and the operations of the Grantee on the Land pursuant to it and
  - b) any and all
    - (i) actions, claims, demands, awards and proceedings made or brought against the Grantor and
    - (ii) loss, damage, cost or expense suffered by the Grantor

where i) and ii) are based upon or arise out of, or are connected with the breach of this Forestry Right or, wrongful or negligent act or omission of the Grantee, its invited visitors, servants, agents, employees, workers, contractors or licensees

#### **4.3 Restrictions**

The Grantee will not:

- 4.3. unduly interfere with the Grantor's use of the Land;
- 4.3.2 remove any substance from the Land, other than the Produce or materials to build or maintain any roads or temporary buildings required by the Grantee on the Land.

#### **5. RIGHTS AND OBLIGATIONS OF THE GRANTOR**

The Grantor shall:

- 5.1. allow the Grantee unimpeded access over the Land, with or without any machinery, vehicles or plant of any kind, to effect the management, protection, and harvesting of the Trees and to do all things ancillary thereto;
- 5.2 comply with all mortgages, leases, licences, permits, charges or other encumbrances over the Land;
- 5.3 pay all rates, taxes and charges which may be rated, taxed, charged, levied, assessed or made payable in connection with those parts of the Land which are not within the Forest Area;
- 5.4 where the Grantee is not practically able to do so, at the written request of the Grantee, take reasonable steps to obtain, observe and keep current all statutory or other consents necessary or required for the grant of this Forestry Right and the operations of the Grantee on the Land pursuant to it and comply with any consents obtained by the Grantee;
- 5.5 not create, and use reasonable endeavours not to allow to be created, a hazard of fire on the Land and shall notify the appropriate authorities and the Grantee immediately it becomes aware that there has been an outbreak of fire on the Land;
- 5.6 promptly advise the Grantee of any circumstances arising on the Land and of which the Grantor has actual knowledge which may affect the operations of the Grantee under this instrument;
- 5.7 indemnify the Grantee up to a total maximum amount of one million dollars (\$1 million) in respect of any direct loss or liability sustained by the Grantee which arises out of any material breach or negligent performance by the Grantor of the provisions of this Forestry Right;
- 5.8 indemnify the Grantee up to a total maximum amount of one million dollars (\$1 million) in respect of all loss or liability in connection with the breach or non-performance by the Grantee of any supply agreement between the Grantee and a third party where such breach or non-performance is due to the Grantor failing to comply with the provisions of this Forestry Right in any material way. The Grantee shall take all reasonable steps to mitigate its loss in such circumstances.

#### **6. REGISTRATION**

The parties shall take and do all such acts and things as may reasonably be required to register this instrument against the Land and to ensure that this interest will not rank behind





or pari passu with any other interests in respect of the Forest Area, the Trees and the Produce. To this end the Grantor will take and do all such acts and things as may reasonably be required to obtain the consent of any mortgagees holding an interest in the Land to the registration of this instrument and the waiver of those mortgagees (if any) of any prior claim to the Forest Area, the Trees and the Produce or any insurance moneys paid or payable in respect thereof.

## **7. REVIEW OF CONSIDERATION**

### **7.1 Annual Consideration Review**

On every anniversary of the Commencement Date during the Term ("Adjustment Date"), the Consideration payable by the Grantee under this Forestry Right will be adjusted in accordance with the formula in clause 7.2.

### **7.2 Formula**

**New Rent = Old Rent x Index Factor:**

adjusted as necessary for Surrender Areas that have been replanted and surrendered pursuant to Clause 8.

### **7.3 Index**

"Index Factor" in clause 7.2 means the movement in the "Index" as defined below for the period from the Commencement Date to the relevant Adjustment Date or from Adjustment Date to Adjustment Date as appropriate.

The Index is comprised of:

- 50% Consumer Price Index (All Groups, including credit services (CPI))
- 50% Producers Price Index (Forestry and Logging Outputs (PPI))
- Being the CPI and PPI published by Statistics New Zealand (or any replacement body)
- The relevant annual index will be the latest available published quarterly CPI or PPI as at the Adjustment Date;

If the Parties are unable to reach agreement on any aspect of the review of the Consideration in accordance with this clause 7, the matter will be resolved in accordance with the procedure set out in clause 11 (Disputes). The Consideration applicable pending resolution of the dispute is the Consideration applicable in the immediately preceding year with any adjustments to be made when the dispute is resolved.

## **8. SURRENDER BY GRANTEE**

8.1 If during the term of the Forestry Right granted pursuant to clause 2.1 all or any part of the Forest Area is not required by the Grantee for the purposes of managing, protecting and harvesting the Trees, the Grantee shall notify the Grantor in writing of those parts of the Forest Area which it no longer requires, and provided those parts of the Forest Area constitute a Surrender Area the Grantee shall surrender the Surrender Area to the Grantor.

8.2 The Surrender Area must be in the condition provided for in Appendix 4 before surrender to the Grantor.

- 8.3 Surrender of a Surrender Area pursuant to this clause 8 shall become effective on a date (at least six months after delivery of the notice) set out in the notice in writing from the Grantee to Grantor made under clause 8.1.
- 8.4 The Consideration and Rates payable for the remainder of the year in respect of the Surrender Area, shall be reduced by the proportion that the Surrender Area bears to the total Forest Area (with effect from the date of surrender) or as further proportionately reduced under this clause 8.4. If the parties are unable to reach agreement on the amount of the Consideration and Rates payable in accordance with this clause 8.4, the matter will be resolved in accordance with the procedure set out in clause 11.
- 8.5 Where the Consideration and Rates paid by the Grantee in a year in which a surrender occurs pursuant to clause 8.3 exceed the amount of the Consideration and Rates properly payable in accordance with clause 8.4, the difference shall be refunded to the Grantee.
- 8.6 From the date on which the Surrender Area becomes effective, the Grantee shall have no further rights to harvest any Trees on that Surrender Area.
- 8.7 Any roads that are outside the Surrender Area and no longer required by the Grantee either for access or for any other purpose associated with this forestry right may be returned to the Grantor as Return Roads provided that at the time of any such return they are in good order suitable for passage by light four wheel drive vehicles. The Grantee shall have no further rights or obligations in regard to any such Return Roads.

## **9. FORCE MAJEURE**

Should either party be unable to perform its obligations hereunder totally or partially by reason of any matter beyond the reasonable control of that party, that party shall be released from such obligations to the extent and for the time performance is so prevented.

## **10. ASSIGNMENT**

- 10.1 If at any time during the Term the Grantee wishes to transfer, assign or otherwise dispose of its entire interest in this Forestry Right;
- 10.1.1 The Grantee shall give written notice to the Grantor offering to dispose of its interest in the Forestry Right to the Grantor, at a price and on the terms and conditions set out in the notice. The Grantee may withdraw a notice at any time before acceptance.
- 10.1.2 If the Grantor –
- (i) accepts the offer by notice in writing to the Grantee before the expiry of one calendar month after receiving the notice (“the Expiry Date”) a contract is constituted between the Grantee and the Grantor at the price and on the terms and conditions in the Grantee’s notice;
  - (ii) does not accept the offer by notice in writing within one calendar month, the Grantee may, at any time within the period of two years after the Expiry Date, dispose of all or part of its interest in the Forestry Right to an entity other than the Grantor (as the case may be) subject to clause 10.1.3;

- 10.1.3 The price and the other terms and conditions of the disposal may not be more favourable to the purchaser than those that were set out in the notice;
- 10.1.4 After the two year period referred to in clause 10.1.2 (ii) if the Grantee still has an interest in the Forestry Right or notice is withdrawn in accordance with clause 10.1.1, clause 10.1.1 applies again.
- 10.2 Should the Grantor not wish to participate in any sale process or not be the successful purchaser on any sale, the Grantee may then transfer, or otherwise dispose of its entire interest in this Forestry Right subject to obtaining the prior written consent of the Grantor. Such consent is not to be unreasonably or arbitrarily withheld or delayed in the case of a transfer or assignment to a reputable and solvent person or body corporate (the Transferee) capable of performing the Grantee's obligations under this Forestry Right. Any dispute as to the capability of the Transferee is to be resolved by Dispute Resolution (as set out in clause 11).
- 10.3 On assignment or transfer of this Forestry Right in accordance with this clause, the Grantee will be released from all future obligations as Grantee in this Forestry Right but without prejudice to the rights of either party against the other in relation to any antecedent breach or non-performance arising prior to the date of such assignment or transfer.

## **11. DISPUTES**

- 11.1 A party claiming that a dispute has arisen concerning this Forestry Right must give notice to the other party specifying the matter in dispute. The parties will use their best endeavours to resolve the dispute by negotiation in good faith.
- 11.2 If the dispute cannot be resolved within twenty (20) business days after the date of the notice referred to above, the dispute or difference arising in connection with this instrument shall be referred to the President of the New Zealand Institute of Forestry ("the President") to appoint a person to act as an independent expert to determine the dispute. The parties shall request that the matter be determined within twenty one (21) days of their referral. The parties shall equally bear the costs of any determination except where the expert considers that the actions of one party have been frivolous and/or vexatious and accordingly that such party should bear a greater proportion of the costs of the determination.
- 11.3 Either party may, within five (5) business days of the President's appointment of an expert, give written notice to the other and to the President that the appointed expert is not acceptable to that party whereupon the President shall appoint another expert PROVIDED THAT neither party shall exercise its rights under this clause 11.3 more than two (2) times in respect of any one matter referred for determination.

The person determining the dispute shall:

- a) be deemed to be an independent expert and shall act as such and not as an arbitrator;
- b) take into account in such determination submissions made by either party and all other information from other sources previously disclosed to the parties; and
- c) keep all information received from either party confidential and shall not disclose such information to any person without obtaining the written consent of the party which supplied that information.

11.4 The decision of the expert shall be binding on the parties.

## 12. NOTICES

Any notice required to be given under this Forestry Right shall be deemed to be adequately given if it is in writing and posted or sent by facsimile to the addressee at the Address for Notices. All notices shall be deemed to have been received by the addressee within three (3) days of posting except in the case of a facsimile which shall be deemed to have been received on the day of sending, or, if sent after 5pm on a business day or sent on a day which is not business day, the business day following the day on which it was sent.

### Address for Notices:

**Grantor:**

The Secretary to the Treasury  
1 The Terrace  
Wellington  
Fax:

**Grantee:**

General Manager Crown Forestry  
25 The Terrace  
Wellington  
Fax: (04) 894-0379

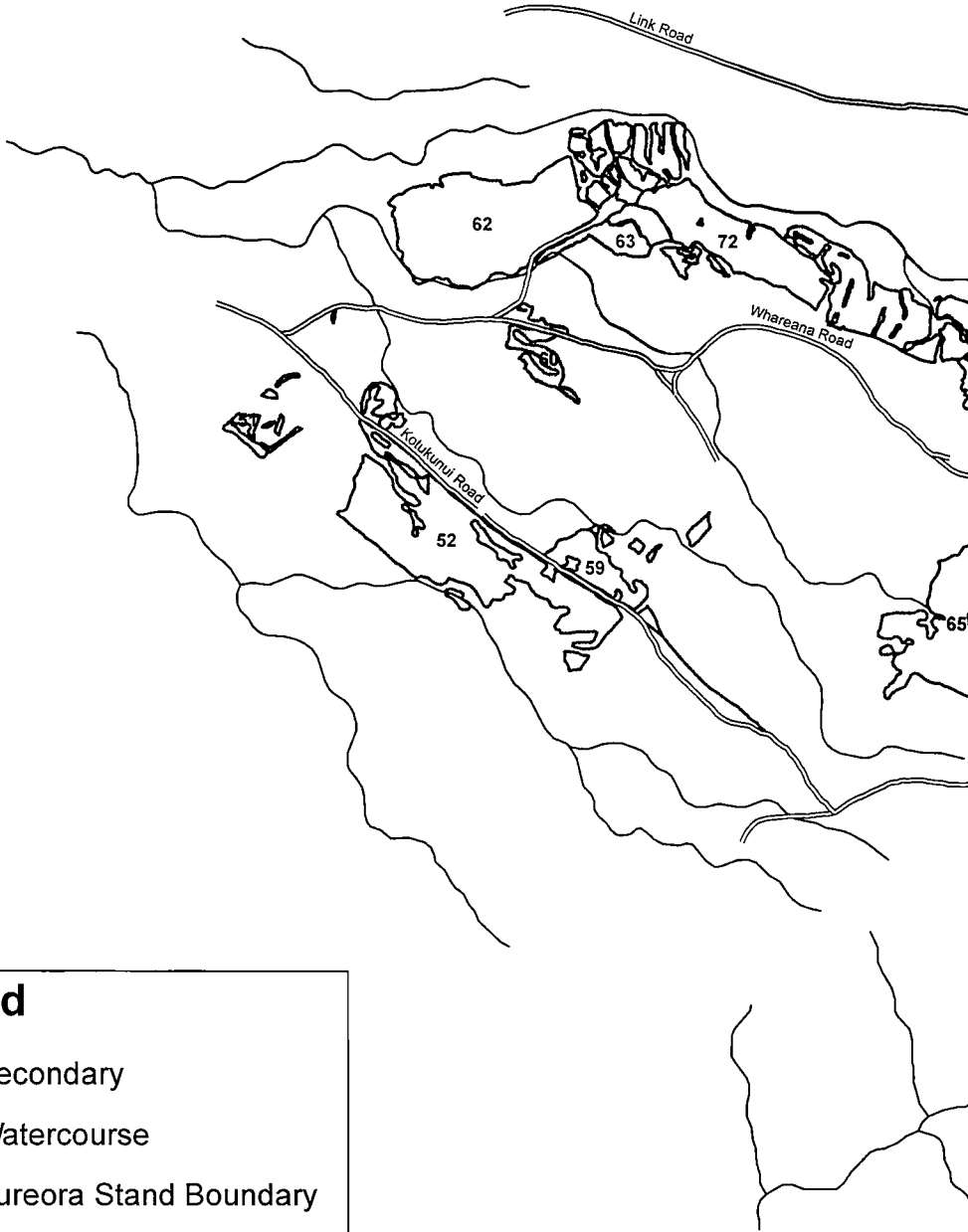
## Appendix 1: PLAN OF THE FOREST AREA

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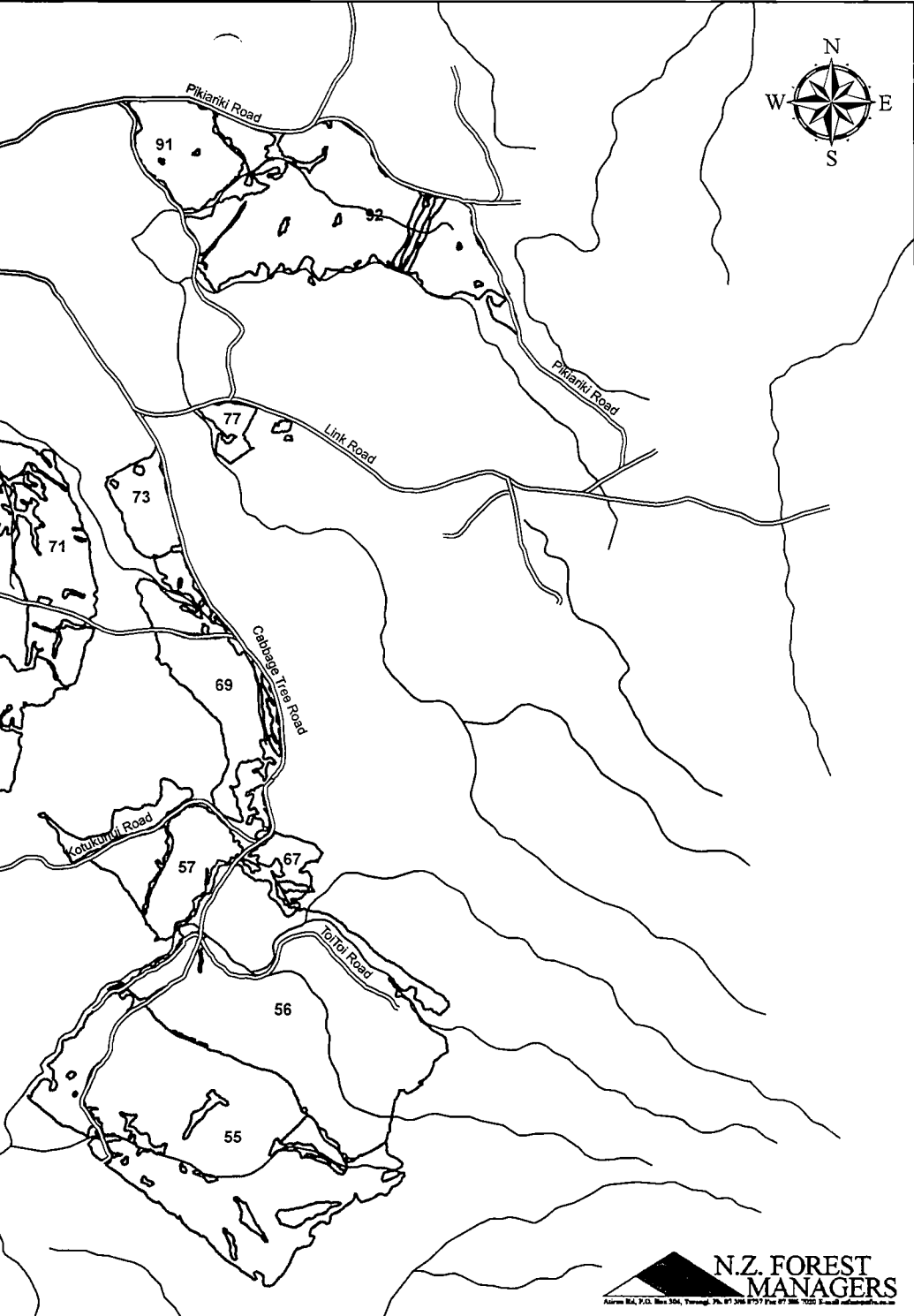
# Plan Of The Forest Area As At 8 March 2011



## Legend

-  Secondary
-  Watercourse
-  Pureora Stand Boundary
-  Area in the Forestry Right

1:20,000



## Appendix 2: Forest Area Description at Commencement Date

Net Stocked Areas as at 1 February 2011

Compartment	Stand	Net Stocked Area	Species	Year planted
51	1	1.0	Crypt.japonica	1949
52	1	27.3	P.radiata	1990
55	1	82.9	Ps menziesii	1974
	2	2.3	P.muricata	1974
56	1	85.9	Ps menziesii	1973
57	1	17.7	Ps menziesii	1969
59	1	4.4	P.radiata	1990
	2	0.3	Ps menziesii	1962
	3	0.3	Mixed spp	1962
60	4	0.1	Mixed spp	1957
	6	1.0	Crypt.japonica	1960
	7	0.4	Thuja plicata	1960
	10	2.4	Cup lusitanica	1981
62	2.1	24.5	Ps menziesii	1957
63	3	2.8	Ps menziesii	1952
	4	1.0	Cup lusitanica	1981
	5	2.4	Mixed spp	1982
65	1	6.1	Ps menziesii	1964
	2	17.5	Larix Kaempferi	1964
	4	0.5	Cup lusitanica	1981
67	3	4.2	Ps menziesii	1969
69	1	0.5	Euc delegatensis	1955
	2	18.6	Ps menziesii	1960
	3	5.5	Ps menziesii	1969
71	1	16.3	Ps menziesii	1964
	3.2	14.9	Ps menziesii	1965
72	1	0.4	P strobus	1952
	2	0.6	Larix decidua	1952
	3	0.7	Picea sitchensis	1952
	4	12.7	Ps menziesii	1960
	5	1.0	P sylvestris	1960
	6.1	5.8	Ps menziesii	1966
73	6.2	0.5	Ps menziesii	1966
	3	8.6	Ps menziesii	1959
77	5	6.6	Ps menziesii	1960
	1	3.5	Thuja plicata	1953
91	3	0.4	Mixed spp	1953
	1.1	15.1	Ps menziesii	1972
92	1.1	55.9	Ps menziesii	1974

SIT



Compartment	Stand	Net Stocked Area	Species	Year planted
	2	1.7	P.muricata	1974
	3	1.0	P.radiata	1974
Total		455.3		

### **Appendix 3 Roads at Commencement Date**

The roads existing on the Land at the Commencement Date and to which Clause 4.2.7 (b) of the Forestry Right applies are marked on the attached diagram of the forest.

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#### **Appendix 4: Surrender Area Condition for Surrender**

Prior to a surrender of a Surrender Area pursuant to clause 4.2.5 the Surrender Area must be in a post-harvest condition consistent with accepted good practice according to New Zealand forestry standards described in detail below but such post-harvest condition is specifically prior to and not including land preparation for the establishment of the subsequent crop:

- (a) harvested trees and logging slash will be removed from water courses, wetlands, roads, culverts and fences (in accordance with standard forestry industry practice in New Zealand);
- (b) logging slash will where reasonably practical be retained on and left in a dispersed state over the Surrender Area;
- (c) the Grantee is to use commercially reasonable endeavours to ensure merchantable waste will not exceed 6 cubic metres per hectare, but in any event, merchantable waste shall not exceed 8 cubic metres per hectare, as assessed by New Zealand standard forestry methods such as Wagner Waste Assessment Method;
- (d) landings and other sites of high soil compaction and disturbance (including tracking) are minimised in both number and size. Where the soil compaction and disturbance is both in excess of acceptable harvesting practice and avoidable, the Grantee will make good the sites by cultivation or other rehabilitation work;
- (e) accumulated logging slash and "birds nests" surrounding landings or skid sites is, where reasonably practical, removed, dispersed or otherwise heaped onto and spread over the landing; and
- (f) foreign bodies and rubbish deposited on the Surrender Area during the Term (including without limitation logging equipment and consumables such as wire rope) are removed from the Surrender Area.
- (g) where the Grantee harvests its Trees inside that part of the Forest Area subject to the Conservation Covenant, the Grantee will use its best endeavours to protect the indigenous understory during such harvesting operations with the intent of ensuring that the land is not treated as deforested under section 179 of the Climate Change Response Act 2002 (as referred to under sections [x.x] of the Maraeroa A and B block Deed of Settlement.



4.11

**WAIMIHA KEI RUNGA SITE RIGHT OF WAY EASEMENT  
IN FAVOUR OF GOVERNANCE ENTITY**

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Date

## PARTIES

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the “Grantor”)
- 2 [*Proprietors of the Maraeroa A and B Incorporation*] (the “Grantee”)

## BACKGROUND

- A. The Grantee wishes to enter upon and cross the Grantor’s Land for the purpose of gaining access to and egress from the Grantee’s Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor’s Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee’s Land on the terms and conditions set out in this Deed.

**BY THIS DEED IT IS AGREED AND DECLARED** as follows:

### 1. DEFINITIONS AND CONSTRUCTION

#### 1.1 Definitions

In this Deed, unless the context otherwise requires:

“**Commencement Date**” means the date first written above;

“**Deed**” means this deed, the Background and the Schedule annexed hereto;

“**Grantee**” also includes the registered proprietors of the Grantee’s Land and the forestry right holder, lessees, licensees, employees, agents, contractors, successors and assigns of the Grantee;

“**Grantor**” also includes the other registered proprietors from time to time of the Grantor’s Land;

“**Grantee’s Land**” means the land described in paragraph 3 of the First Schedule;

“**Grantor’s Land**” means the land described in paragraph 1 of the First Schedule and includes any part thereof;

“**Forestry Right**” means a Forestry Right registered under the Forestry Rights Registration Act 1983

“**Forestry Right Holder**” means the holder of the Forestry Right over the Grantees land and includes the successors and assignees of the Forestry Right Holder;

## 1.2 Construction

In the construction of this Deed unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

## 2. GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked A, B, C, D, E and F on SO 311007 [and the area indicated pink on the diagram attached. Subject to survey] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

## 3. OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
  - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);

- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee,



then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:

3.7.1 widen the road; or

3.7.2 alter the location of the road; or

3.7.3 alter the way in which the run-off from the road is disposed of; or

3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [***enter appropriate section and title of settlement legislation***], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

#### 4. GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.



5. **COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6. **REGISTRATION**

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

7. **DELEGATION**

All rights, benefits, and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

8. **NOTICES**

8.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

8.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

8.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9. **SEVERABILITY**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

10. **DISPUTES RESOLUTION**

Should any dispute arise between the parties touching any matter relating to this Deed then:

- 10.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);
- 10.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;
- 10.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;
- 10.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

**IN WITNESS WHEREOF** this Deed has been duly executed on the date first written above.

*Signed for and on behalf of* **HER MAJESTY THE QUEEN** as Grantor by

\_\_\_\_\_  
**Conservator for the Waikato Conservancy** acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

*In the presence of:*

\_\_\_\_\_

*Name:*

*Occupation:*

*Address:*

Signed by [**Proprietors of the  
Maraeroa A and B Incorporation**] as  
Grantee by:

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*in the presence of:*

---

*Name:*

*Occupation:*

*Address:*

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## FIRST SCHEDULE

1. **GRANTOR'S LAND:**

[enter details]

2. **GRANTOR'S ADDRESS:**

Department of Conservation  
Waikato Conservancy  
99 Sala Street  
PO Box 1146  
ROTORUA

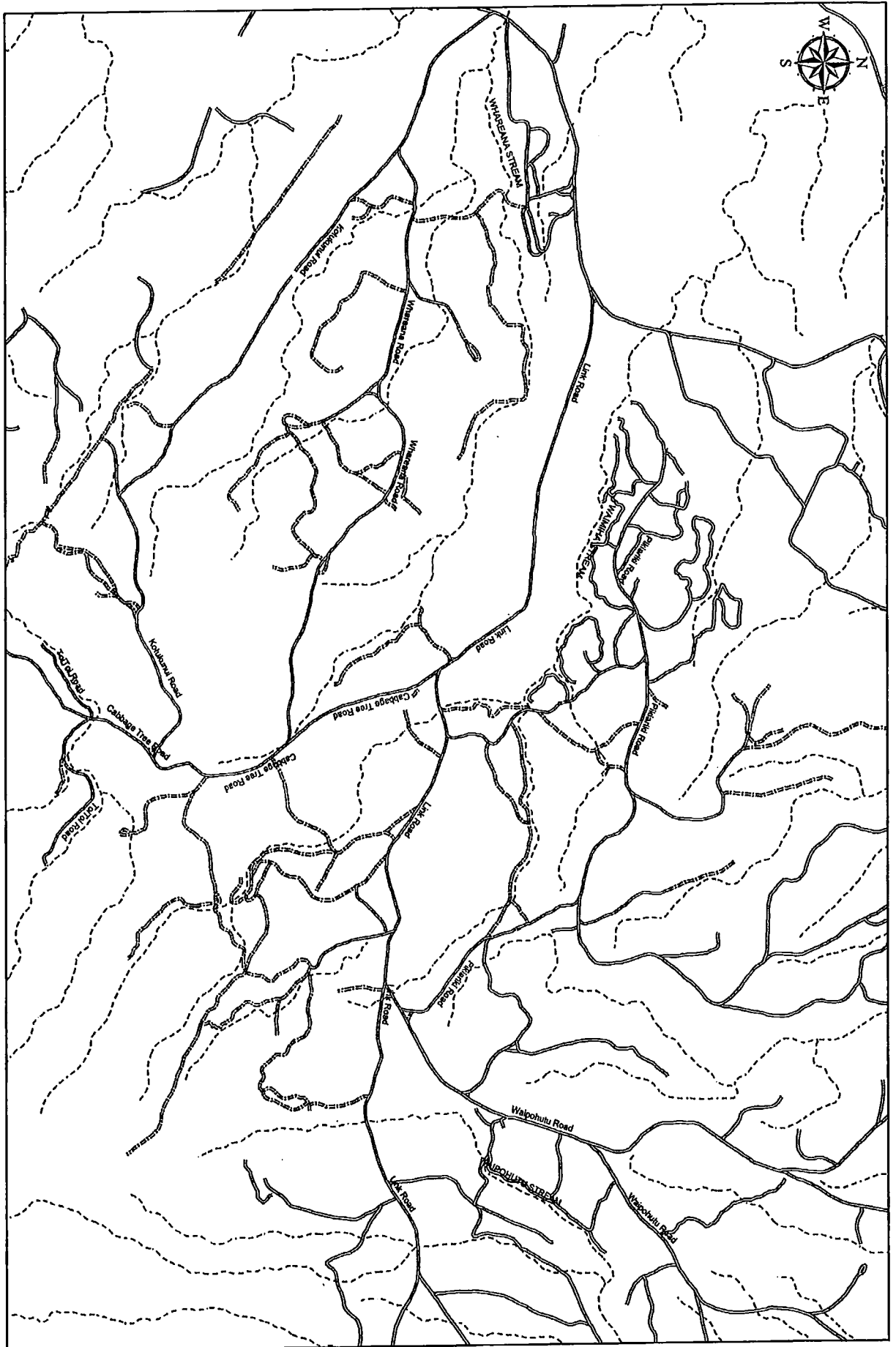
3. **GRANTEE'S LAND:**

[enter details]

4. **GRANTEE'S ADDRESS:**

[*Proprietors of the Maraeroa A and B Incorporation*]  
[enter details]

CRB



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4.12

**WAIMIHA KEI RUNGA CONSERVATION COVENANT**

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**CONSERVATION COVENANT**  
**(Section 77 Reserves Act 1977)**

THIS DEED of COVENANT is made this                      day of

BETWEEN                                      **[insert]**                                      (the Owner)

AND **MINISTER OF CONSERVATION** (the Minister)

**BACKGROUND**

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [insert] and implemented by the [name of Settlement Act].
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

**OPERATIVE PARTS**

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

**1 INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- |                           |   |
|---------------------------|---|
| <b>"Covenant"</b>         | means this Deed of Covenant made under section 77 of the Reserves Act 1977. |
| <b>"Director-General"</b> | means the Director-General of Conservation.                                 |
| <b>"Fence"</b>            | includes a gate.  |
| <b>"Fire Authority"</b>   | means a fire authority as defined in the Forest and Rural Fires Act 1977.   |
| <b>"Land"</b>             | means the land described in Schedule 1.                                     |

<b>"Minerals"</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed so as to preserve the Reserve Values;



### 3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties (acting reasonably) the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of indigenous flora;
  - 3.1.3 the planting of any species of exotic tree, shrub or other exotic plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.11 the erection of utility transmission lines across the Land; or
  - 3.1.12 any other activity which might have an adverse effect on the Reserve Values.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species except for those trees set out in Appendix 1 (Forest Area Plan) and Appendix 2 (Forest Area Description at Commencement Date) of the Forestry Right to be granted pursuant to clause 5.13.21 of the Deed of Settlement dated 12 March 2011 between the Crown and the descendants of the original owners of the Maraeroa A and B blocks;



- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

#### **4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

- 4.1 The Minister must:
- 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
  - 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:
- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
  - 4.2.2 prepare, in consultation and agreement with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

#### **5 JOINT OBLIGATIONS**

- 5.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.



## **6 VARIATION OF COVENANT**

- 6.1 This Covenant may be varied by mutual agreement in writing between the Owner and the Minister.

## **7 DURATION OF COVENANT**

- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

## **8 OBLIGATIONS ON SALE OF LAND**

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

## **9 CONSENTS**

- 9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

## **10 MISCELLANEOUS MATTERS**

### **10.1 Rights**

- 10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

### **10.2 Trespass Act**

- 10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.



### 10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

### 10.4 Registration

10.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

### 10.5 Acceptance of Covenant

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

### 10.6 Fire

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.4 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

## 11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;



- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

## **12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

### **12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

### **12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

## **13 NOTICES**

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 12.1 will be deemed to have been received:  
(a) in the case of personal delivery, on the date of delivery;  
(b) in the case of pre-paid post, on the third working day after posting;  
(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

## SCHEDULE 1

Description of Land:

[572 hectares – subject to survey]

### Reserve Values to be protected:

#### *Ecological connectivity*

This covenant is intended to reconstruct and restore a continuous ecological gradient between two significant Ecological Areas (the Pikiariki Ecological Area and the Pureora Mountain Ecological Area) within the Pureora Forest Park. The Pikiariki Ecological Area contains all that remains of the dense podocarp forests which once stretched from the foot of Pureora north to the fire-induced forest margin behind the Pureora Village. The Pureora Mountain Ecological Area, a subalpine zone, was established to protect the most outstanding altitudinal sequence of vegetation in the West Taupo forests. As part of restoring a continuous ecological gradient between the Ecological Areas the corridor is intended to facilitate the dispersal and colonisation of protected and threatened wildlife between them. This will contribute to improving the security and long term persistence of wildlife populations.

#### *Flora values*

Native species are well represented in understoreys of most unlogged plantation forest and logged plantation areas also have an abundance of regenerating native species including a diverse range of broadleaved small trees and shrubs. For example, the Douglas fir (*Pseudotsuga menziesii*) plantation below the Toitoi track entrance has a lush and diverse assemblage of native trees and shrubs, and plantations near the junction of Cabbage Tree Road and Kotukunui Road have abundant understorey trees of the native *Fuchsia excorticata*.

Regeneration of native species indicates the potential of the land to revert to indigenous forest is very good to excellent.

It is likely that the land contains a range of threatened plants such as *Dactylanthus taylorii*, *Meliccytus flexuosus*, *Pittosporum turned*, *Pimelea tomentosa* and/or will provide new areas for threatened and uncommon plants to colonise.

#### *Fauna values*

Within the land, North Island robin have been observed using the Douglas fir plantations below the Toitoi track entrance and kereru have been noted feeding on the abundant fruit crops of the broadleaved shrub and small tree components of previously logged plantation forest on the north eastern area of the land.

Other potential users of the land include:

- Threatened short-tailed bats (and their important association with *Dactylanthus taylorii* as pollinators).
- Threatened long-tailed bats
- Threatened North Island kokako (once plans to re-introduce to Pikiariki Ecological Area are initiated).

- Native passerines and psittacines including North Island rifleman, whiteheads and kakariki.
- Native and endemic invertebrates and herpetofauna (including potentially threatened species).

5/17



**SCHEDULE 2**

**Address for Service<sup>4</sup>**

The address for service of the Owner is:

[insert]

The address for service of the Minister is:

The Area Manager  
Department of Conservation  
78 Taupiri Street  
PO Box 38  
TE KUITI 3941

---



## SCHEDULE 3

### Special Conditions

1. The Land is to have a forestry right as defined in the Forestry Rights Registration Act 1983 created over it and registered against the title to the land. For the avoidance of doubt the parties acknowledge the forestry right is subject to this Covenant
2. Despite 3.2.1 of this covenant, the Minister agrees to ensure that the Crown fulfils its obligations pursuant to clause 8.2.2 of the Deed of Settlement dated 12 March 2011 between the Crown and the descendants of the original owners of the Maraeroa A and B blocks.
3. Despite clause 3.1.3, exotic tree species may be planted in areas of the land that would likely be treated as deforested for the purposes of section 179 Climate Change Response Act 2002 in the absence of planting indigenous or exotic trees, provided that:
  - (i) such areas are limited to 30 hectares in the north-western area of the Land, and 7 hectares in the north-eastern area of the Land;
  - (ii) the Owner and the Minister agree on the types of exotic trees to be planted and the timing for such planting;
  - (iii) planting of exotic trees is limited to one rotation; and
  - (iv) any harvesting of the exotic trees is to be done in a way that preserves an indigenous understorey as far as possible.
4. Despite clause 3.1.8, the Owner may take Natural Water from the Whareana Stream where it passes through the Land, provided that any taking of Natural Water
  - (i) does not adversely affect the Reserve Values; and
  - (ii) is a permitted activity under a regional water plan or the Owner holds a resource consent for the taking of the Natural Water.
5. The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of;
  - (i) access for pest plant or pest animal control;
  - (ii) protecting the Reserve Values; or
  - (iii) managing and protecting any wahi tapu on the Land.

CRB

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 77 of the  
Reserves Act 1977

---

to

**MINISTER OF CONSERVATION**

---

**Legal Services  
Department of Conservation**



# 4.13 PUREORA NORTH RIGHT OF WAY EASEMENT

Approved by Registrar-General of Land under No. 2007/6225  
Easement instrument to grant easement or *profit à prendre*, or create land covenant  
Sections 80A and 80F, Land Transfer Act 1952

Land registration district  
[ ]



BARCODE  
[ ]

Grantor *Sumame(s) must be underlined or in CAPITALS.*

[Proprietors of the Maraeroa A and B Incorporation]

Grantee *Sumame(s) must be underlined or in CAPITALS.*

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this                      day of                      20

**Attestation**

[ ]	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation
Signature [common seal] of Grantor	Address

[ ]	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation
Signature [common seal] of Grantee	Address

Certified correct for the purposes of the Land Transfer Act 1952.

[ ]

[Solicitor for] the Grantee

If the consent of any person is required for the grant, the specified consent form must be used.



Easement Instrument Dated  Page  of  pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.  
The implied rights and powers are [varied] [negated] [added-to] or [substituted] by:  
[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].  
[the provisions set out in Annexure Schedule 2].

Covenant provisions  
Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:  
[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]  
[Annexure Schedule 2].

All signing parties and other their witnesses or solicitors must sign or initial in this box

SJB

# 1 DEFINITIONS AND CONSTRUCTION

## 1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

**“Crown Forestry Licence”** means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

**“Crown Forestry Licensee”** means the Licensee under a Crown Forestry Licence over the Grantor’s Land and includes the successors and assigns of the Crown Forestry Licensee;

**“Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation” includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

## 1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

## 2 GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor’s Land shown shown [‘A’ on the attached plan. Subject to survey] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

### 3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
  - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
  - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
  - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
    - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
    - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.



- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

#### **4 GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

#### **5 COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

#### **6 LICENCE**

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

#### **7 ASSIGNMENT**

- 7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:
- 7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;
  - 7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;
  - 7.1.3 any person who holds the land in trust for the Grantee; or
  - 7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

- 7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

## 8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

## 9 NOTICES

- 9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

- 9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

## 10 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

Continuation of "Attestation"

Signed for and on behalf of  
**[Proprietors of the Maraeroa A and  
B Incorporation]** as Grantor by:

---

*In the presence of:*

---

Name:  
Occupation:  
Address:

Signed for and on behalf of **HER  
MAJESTY THE QUEEN** as Grantee  
by

---

**Conservator for the Waikato  
Conservancy** acting for the Minister  
of Conservation under delegated  
authority pursuant to sections 57 and  
58 of the Conservation Act 1987 and  
section 41 of the State Sector Act  
1988

*In the presence of:*

---

Name:  
Occupation:  
Address:

SMB

SCHEDULE

**1 GRANTOR'S ADDRESS:**

***[Proprietors of the Maraeroa A and B Incorporation]***

[enter address]

**2 GRANTEE'S ADDRESS:**

**3**

Department of Conservation

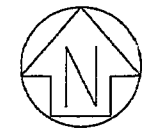
Waikato Conservancy

Private Bag 3072, Level 5, 73 Rostrevor Street

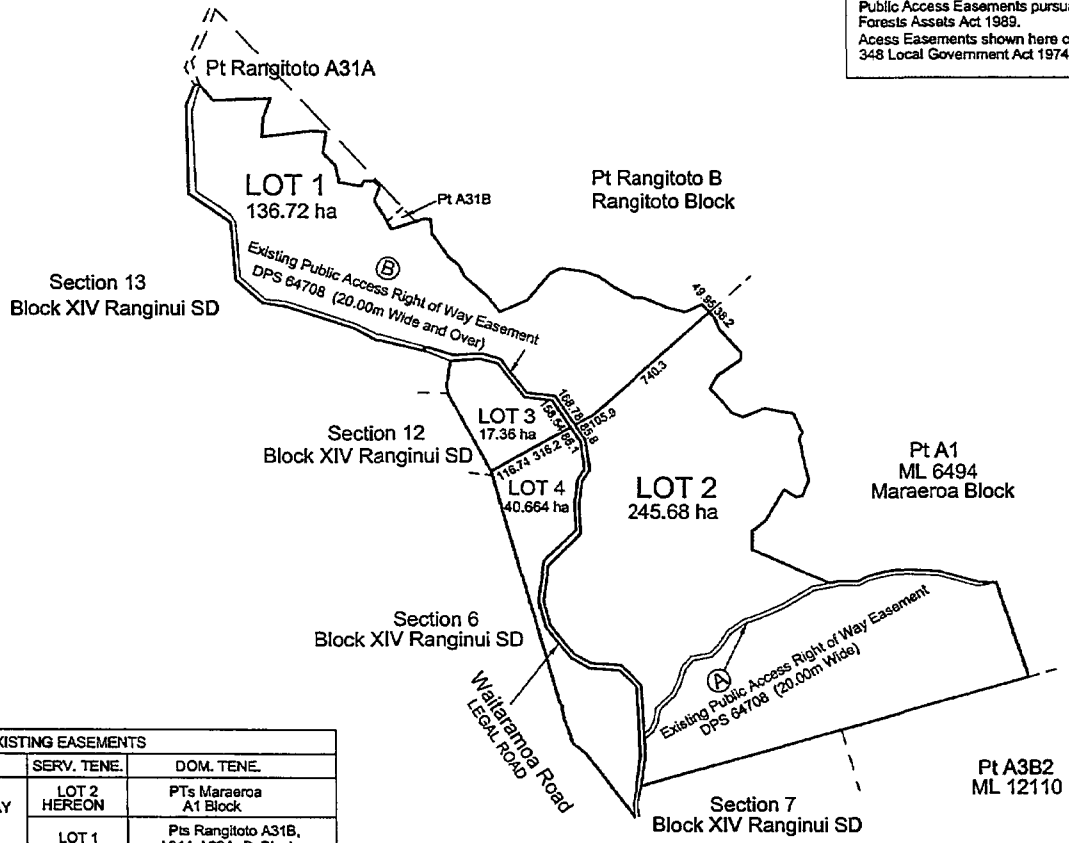
Hamilton, New Zealand

SAB

2/3



Notes:  
 Proposed Boundaries and Areas Subject to Survey.  
 Preliminary Plan prepared for Treaty Settlement Purpose Only.  
 Location - Pureora Forest, North Block.  
 Public Access Easements pursuant to Section 24 Crown  
 Forests Assets Act 1989.  
 Access Easements shown here on are NOT subject to Section  
 348 Local Government Act 1974.



EXISTING EASEMENTS			
AREA	PURPOSE	SERV. TENE.	DOM. TENE.
(A)	RIGHT OF WAY DPS 64708	LOT 2 HEREON	Pts Maraeroa A1 Block
(B)		LOT 1 HEREON	Pts Rangitoto A31B, A31A, A32A, B. Blocks, Section 3 Blk IX Ranginui SD
(A)+(B)	PUBLIC ACCESS	LOTS 1&2 HEREON	H.M. Queen (Grantee)

Prepared by  
**GeoMatic Surveys**  
 Consulting Surveyors, Licensed Cadastral Surveyors: PO Box 7205, Rebrua, New Zealand  
 PH 64 07 348 3553 FAX 64 07 348 3557 MOB 64 27 4712 870 EMAIL <geomatic@stra.co.nz>

Surveyed	KS	11/10	AMENDMENTS
Designed			
Drawn			1
Compiled	PCC	11/10	2
Checked			3
Approved			

SCALE 1 : 20000  
 (Original A3)

Prepared for:  
 Land  
 Information  
 New Zealand

**PROPOSED LOTS 1 - 4  
 BEING LOT 1 DPS 55932  
 & LOT 1 DPS 64708**

Drawing No.  
**21027**  
 Sheet 1 of 1 Sheets

## 5 PARTNERSHIP AGREEMENT

(

(

SAB

## DOCUMENTS

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Partnership Agreement dated the                      day of                      2011

### PARTIES

1. THE DIRECTOR-GENERAL OF CONSERVATION
2. THE TRUSTEES OF THE MARAEROA A AND B TRUST

### BACKGROUND

- A. The Director- General is the Chief Executive of the Department of Conservation which is responsible for managing the public conservation land and other resources as set out in the Conservation Act 1987. The purpose of the Conservation Act 1987 is to enable the Department "to manage for conservation purposes, all land, and all other natural and historic resources" under that Act and to administer the statutes in the First Schedule to that Act (together, the "**Conservation Legislation**").
- B. The Conservation Legislation must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.
- C. The Te Maru o Rereahu Trust on behalf of the descendants of the original owners in the Maraeroa A and B blocks have negotiated a settlement of their grievances with the Crown in respect of those blocks. As part of the settlement redress the Department of Conservation has agreed to enter into a Partnership Agreement in respect of conservation in the Maraeroa A and B blocks with the Maraeroa A and B Trust.
- D. The agreement sets out the understandings and respective obligations in relation to a partnership between the Parties.

### INTRODUCTION

---

#### TE ROHE O MARAEROA

I whanau mai te tangata  
me tona ake mana  
Na te lo i homai.

Ko Mataarangi  
Ko Mataanuku  
Na, ka puta ko tooku whakapapa i here au ki te whenua.

Ko Tainui te waka  
Ko Pureora te maunga

Ko Rereahu te tupuna  
Ko Maraeroa te pataka

**Te rohe tuturu o Maraeroa**

Ka timata i Taporaroa ka huri tapatiu Nga Turi a Hinetu he rakau ahere he Tawhero. Ka huri atu ki te Tonga, haere pera tonu ki te tihi ki Puke-makoiti rere tika tonu te rarangi ki Kete-Maringi ki Hurakia ki Hauhungaroa. Kei waenganui ko Te Pakihi-nga –whaka-ara-hanga .

Haere karapu nga rarangi hiwi o Hauhungaroa Ki Tuhingamata. Ka haere pera tonu ka tae atu ki Ta-hora-ka-rewarewa, rere haere ki te raki. Ko Pure-ora Maunga ka heke ki raro ki Nga-herenga hoki tonu atu ki te timatanga ki Taporaroa.

Kei te tapatiu o Taupo-nui-a-Tia i roto ano i Te Rohe Potae, a Maraeroa. E ai ki nga korero a Te Paihua Matekau ( Cambridge MLC1891).

I timata mai te whakahoahoa o Rereahu whaanui ki Maraeroa whenua, mai te wa ia Kahu, i te matenga o toona taane a Uetapu. Ka puta te whakaaro i a ia kia ahu mai ki uta, mai te taha moana o Kawhia. Mahaa nga tohu whenua i roto ia Maraeroa na Kahu i whakaingoa, hei aha, hei maumaharatanga mo toona whikoitanga. Anei ra he tauira pea ma tatou, inaianei e mohio pai ana tatou, ko Pureora Maunga engari i era wa ko te ingoa taketake ko te Pureora-o-Kahu e pangia a Kahu i te mauui, heoi ano ka tae atu irunga i te tihi Maunga nei, ka purea mai te hau, ka mutu ka puta te oranga irunga i a ia.

Kahu  
Raka  
Kakati  
Tawhao  
Turongo  
Raukawa

I Maraeroa ano te kainga a Ngaherenga na te Rangatira nei a Rereahu i hanga. Ka tae i te wa i noho whakatau a Aotearoa i te Pakeha, e maha tonu ana nga whakatupuranga o Rereahu i noho noa atu i Maraeroa. He iwi tukaha, iwi maiia, kaha te whai oranga kite whai rawa ano hoki mo ta ratou amua. Te ahua o Maraeroa i era wa, i puta katoa nga whanaunga tata, nga hononga whakapapa, haere mai ratou ki te hauhake nga hua kai o Maraeroa, whenei te ika, nga tumomo manu, me nga hua rakau hoki.

Na tenei, ka puta te tikanga o te ingoa nei Marae (waahi manaaki) roa (mutunga kore).

(Te Manawa-nui-o-rangi Pehikino 1899 – 1978).

Kia Ngati Rereahu he kono kai a Maraeroa, ehara mo ratou anahe, engari mo nga iwi katoa, e noho tata, tae i nga waahi tata o te rohe, he waahi rongonui, mo nga rakau ahere manu, maha rawa atu nga puna wai, me nga awa iti, ki ki rawa ite Tuna. i era wa tonu i hora katoa a Maraeroa i te kai otaota penei i te Pikopiko, te Komata, Toi ano hoki. I kona ano nga kura rakau, Rimu, Matai, Kahikatea, Totara he kai mo nga mira, Ka noho a Rereahu hei kaitiaki mo nga rawa.

E tini rawa nga waahi tapu o Ngati Rereahu, ki runga i Maraeroa, me nga tuunga onamata, tae atu i nga paenga mo te taha tikanga whenei te Pa o Pukeroa, tapiri atu ki o ratou Urupa a Whare-kai-kihikihi, Te Rangi-kauwhata, Motomotokia tae ai ki Tikiwhenua me tetehi atu.

Whakaruringia a Maraeroa i nga tau tahi mano waru rau iwa tekau, tata ki te wha tekau ma whitu mano eka te rahi, heoi ano, he korero kei te ki, e ahua he, nga mahi ruuri tuatahi.



Ko teteahi ano o nga whakaaro, hei te ono tekau -waru tekau mano eka te nuinga o Maraeroa tuturu. Tae atu ki nga tau tahi mano iwa rau ka ruri ano a Maraeroa e te karauna

Ka mutu ka wawahingia, te whenua, te mutunga iho ka puta nga wahi e toru na ko te Maraeroa A, B, & C.

As part of a Deed of Settlement between the Crown and the Descendants, it was agreed that the Trust on behalf of the Descendants and the Director-General of Conservation ("**Parties**") would enter into a binding and enduring partnership agreement in respect of conservation in the Maraeroa A and B blocks.

## THE AGREEMENT

This agreement sets out the understandings of the Parties:

### 1. Acknowledgement and Purposes

- 1.1 The Department of Conservation acknowledges that tangata whenua inside the Maraeroa A and B blocks include the Descendants.
- 1.2 The purposes of this Partnership Agreement are to:
  - (a) reflect the commitment of the Crown (in particular the Director-General and the Department) and the Trust to enter into a Partnership Agreement in relation to the Conservation Area;
  - (b) set out how the Trust, the Director-General and the Department will establish and maintain a positive, co-operative and enduring partnership relationship consistent with section 4 of the Conservation Act 1987 regarding the management of conservation in the Conservation Area; and
  - (c) recognise that the Descendants have an interest in, and a special relationship with, the natural and historic resources, freshwater fisheries and associated habitats within the Conservation Area that are managed by the Department under the Conservation Legislation.

### 2. Scope

- 2.1 This Partnership Agreement applies across the Conservation Area, being the area identified in the map included in **Appendix 1**.

### 3. Partnership principles

3.1 The Trust and the Director-General agree that the following principles (“**Partnership Principles**”) will guide their relationship as partners, the implementation of this Partnership Agreement and the exercise of their respective roles and functions under this Partnership Agreement:

- (a) commitment to the highest level of good faith engagement as indicated in this Partnership Agreement and consistent with the principles of partnership and a spirit of co-operation;
- (b) early and timely engagement by the Department on issues that affect the interests of the Descendants and the matters set out in this Partnership Agreement;
- (c) operating a ‘no surprises’ approach;
- (d) respect for the individual functions, roles and responsibilities of the Parties within the Conservation Area;
- (e) ensuring the partnership relationship is consistent with the Treaty of Waitangi and its principles; and
- (f) commitment to establishing and maintaining a positive, co-operative and enduring partnership relationship.

3.2 The Department considers that building strong relationships with the Trust and Descendants is fundamental to understanding their interests in the Conservation Area. To strengthen this relationship, the Department is committed to finding practical ways for involving the Trust in the decision-making processes within the Conservation Area in accordance with the applicable statutory framework.

### 4. Conservation Protocols

4.1 It is acknowledged that both Parties have joint aspirations for conservation in the Conservation Area.

4.2 The Parties’ aspirations for this land include:

- (a) protecting and enhancing the integrity, mauri (life-force) and wairua (spirit) of the forests and their ecosystems in the Conservation Area including re-introduction of wildlife species that once resided in the block;
- (b) protecting historical and cultural values;
- (c) protecting rare and threatened plants;
- (d) informing the public of the traditional associations of tangata whenua with the land;
- (e) enabling the public to enjoy recreational opportunities; and
- (f) encouraging tangata whenua and other tourism opportunities where appropriate.



## Engagement

5. The Parties agree to engage in a spirit of true and enduring partnership in accordance with the partnership principles. This engagement will include, but will not be limited to:

### *Protection of Wahi tapu*

- 5.1 The Department acknowledges places significant to the Descendants include:
- (a) the Wahi Tapu in **Appendix 2**;
  - (b) the Conservation Area; and
  - (c) the Waipa River and its tributaries;
- 5.2 Recording and protecting, as far as practicable, wahi tapu and other sites of traditional and historical importance to the Descendants. This will be done according to the Descendants' tikanga (including the practical exercise by the Descendants of kaitiakitanga over these sites) and professional standards for conservation of historic places. The cultural sites of importance to the Descendants are set out in **Appendix 2**. The Department accepts that the Descendants may not wish to disclose locations of wahi tapu to preserve the wahi tapu nature of those places;
- 5.3 Informing the Trust if wheua tangata or koiwi are found in the Conservation Area;

### *Access to cultural materials*

- 5.4 Facilitating access, within legislative requirements, for the Descendants to cultural materials within the Conservation Area, and consulting with the Trust when monitoring the use of cultural materials and when requests are received from persons or entities other than the Descendants for those cultural materials (including other iwi/hapu);

### *Management of assets and facilities in the Conservation Area*

- 5.5 Discussions on the naming of roads, tracks and huts managed by the Department;
- 5.6 The provision of recreation opportunities in the Conservation Area, including walkways, cycleways, recreational hunting areas and other visitor facilities;
- 5.7 Management of roads within the Conservation Area including the easements granted by the Trust over land that it owns within the Conservation Area;

### *Management of natural values, including pest control*

- 5.8 Management, research and naming of taonga species and their associated habitats, including birds and freshwater fisheries. Discussions will include potential inward and outward translocations of taonga species, including birds, to/from other parts of New Zealand;
- 5.9 Updating the Trust on national sites and species programmes operating in the Conservation Area and seeking the Trust's feedback on how it wishes to be involved;
- 5.10 Pest control (both pest plants and pest animals) including methods, timing, areas to be covered, and strategic outcomes sought from operations and monitoring. Within statutory

and financial limitations, the Department will provide support for pest control and protection of reserve values within the Mount Pureora - Pikiariki conservation corridor;

- 5.11 Management of exotic plantations within the Conservation Area by either Party;
- 5.12 Monitoring the carbon footprint impact within the Conservation Area, to the extent practicable;
- 5.13 Discussing the potential for the Trust to be appointed to manage marginal strips under section 24H of the Conservation Act 1987;

#### *Statutory Authorisations*

- 5.14 Statutory Authorisations that are sought in the Conservation Area, including concessions, and mining permits. The Parties will agree a process regarding how they will engage on these issues, which will include opportunities for concessions to be sought by the Trust;
- 5.15 Agreeing the categories of statutory authorisations that are likely to affect the Descendants' taonga. As the Department works within time limits to process concession applications, it will notify the Trust of the time frames for providing advice;

#### *Visitor and public information*

- 5.16 The inclusion of traditional / historical perspectives in new signage, plaques or interpretation in the Conservation Area;
- 5.17 Obtaining the consent of the Trust for disclosure of information received from the Trust relating to the Descendants' values;

#### *Cross-organisational engagement*

- 5.18 Opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Conservation Area. This may include training needs for staff of either Party whose work affects land within the Conservation Area. Discussions will include opportunities to share knowledge about the Descendants' values and the Department's work within the Conservation Area;
- 5.19 Working together to achieve beneficial employment opportunities or contracting opportunities for the Descendants within the Conservation Area;
- 5.20 Where appropriate, the Department considering the Trust as a provider of professional services; and
- 5.21 Identifying issues of mutual interest and/or concern ahead of each Party making submissions in Resource Management Act processes.

#### **Partnership Model**

- 6. To put into effect the above mentioned protocols the Parties also agree to implement a model for working together in partnership.
- 7. The partnership model will recognise and provide for:



- 7.1 the role of the Trust as representing tangata whenua interests and their kaitiaki roles and responsibilities regarding the Conservation Area; and
- 7.2 the statutory roles and obligations of the Department.
8. As part of the model the Parties agree to:
  - 8.1 communicate and consult regularly and meaningfully on the respective land each Party manages for conservation purposes within the Conservation Area;
  - 8.2 maintain a record of key contact persons within the Department and the Trust who will act as liaison points for other staff of the Department and Trust;
  - 8.3 At least one annual meeting involving the Waikato Conservator and the chairperson of the Trust;
  - 8.4 The Department and the Trust will meet to identify and seek to address issues affecting the Conservation Area at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any statutory planning document within the Conservation Area including any relevant Conservation Management Strategy or Conservation Management Plan, as well as any recreational hunting management plan affecting the Conservation Area;
  - 8.5 Involvement of the Trust at an early stage in the Department's business planning process as it relates to the Conservation Area, which may lead to projects being agreed dependent on available funding. Where a specific project is agreed, the Department and the Trust will determine the nature of their collaboration on that project which may include finalising a work plan for that project; and
  - 8.6 The Department advising the Trust when nominations are being sought for appointments to the Waikato Conservation Board.

## **Consultation**

9. Where the Department is required to consult under this Partnership Agreement, the basic principles that will be followed are:
  - 9.1 ensuring that the Trust is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
  - 9.2 providing the Trust with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are subject of the consultation;
  - 9.3 ensuring that sufficient time is given for the effective participation of the Trust, including the preparation of submissions by the Trust, in relation to any of the matters that are the subject of the consultation; and
  - 9.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the Trust may have in relation to any of the matters that are subject to the consultation.
10. Where the Department has consulted with the Trust, the Department will report back to the Trust on the decision made as a result of any such consultation.



## **11 Place-Based Action Plan**

- 11.1 The Parties will develop and agree a place-based action plan regarding the future management of land and assets in the vicinity of Pureora Village. As part of this plan, the Parties agree to discuss future tourism opportunities, recreation opportunities, conservation issues, and the Department's anticipated use and maintenance of its administrative and residential buildings within the Pureora Village Area.

## **12 Review of Partnership Agreement**

- 12.1 The Parties agree that a full review will take place each five years from the anniversary of entering into this Partnership Agreement to ensure the original spirit and intent of the Partnership Agreement remains consistent.
- 12.2 The Parties may only vary this Partnership Agreement by agreement in writing.
- 12.3 Where the Parties cannot reach agreement on any review or variation of the Partnership Agreement they will use the escalation processes contained in clause 13 of this Partnership Agreement.

## **13 Dispute resolution procedures**

- 13.1 If a dispute arises in connection with this Partnership Agreement, every effort will be made in good faith to resolve matters at a local level. This may require the Department's relevant Area Manager to meet with a representative of the Trust within a reasonable timeframe to endeavour to find a resolution to the matter.
- 13.2 If this process is not successful, the matter may be escalated to a meeting of the relevant Departmental Conservator and a nominated representative of the Trust who will meet within a reasonable timeframe.
- 13.3 If a negotiated outcome cannot be reached from this process, the Parties may agree for the issue to be escalated to a meeting between the Director-General (or nominee) and the Chairperson of the Trust.
- 13.4 If no resolution is reached, the Parties may agree to refer the dispute to mediation, with the mediator to be mutually agreed and the costs of mediation to be equally split between the Parties.

## **14 Definitions and interpretation**

- 14.1 The provisions of this Partnership Agreement shall be interpreted in a manner that best furthers the purpose of this Partnership Agreement and is consistent with the Partnership Principles set out in clause 3.
- 14.2 In this Partnership Agreement, unless the context requires otherwise, terms defined in the Deed of Settlement have the same meaning in this Partnership Agreement.

### 14.3 IN THIS PARTNERSHIP AGREEMENT:

**Conservation Area** means the area of land identified in **Appendix 1** in respect of which the Department exercises functions, rights or obligations.

**Conservation Legislation** means the Conservation Act 1987 and the statutes in the First Schedule of that Act.

**Conservation Management Plan** has the same meaning as in the Conservation Act 1987.

**Conservation Management Strategy** has the same meaning as in the Conservation Act 1987.

**Crown** means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement.

**Deed of Settlement** means the Deed of Settlement between Te Maru o Rereahu Trust and the Crown dated [insert].

**Department** means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated.

**Descendants** has the meaning set out in clauses 10.5 and 10.6 of the Deed of Settlement.

**Partnership Principles** are defined in clause 3.

**Trust** means the Maraeroa A and B Trust

**Wāhi Tapu** means:

- (a) those sites listed in **Appendix 2**; and
- (b) other sites of traditional and historical importance to the Descendants as notified in writing from time to time by the Trust to the Director-General.

**Signed by the Establishment Trustees of the Maraeroa A and B blocks Trust:**

*[to be appointed by Te Maru o Rereahu Trust]* .....

*[to be appointed by Te Maru o Rereahu Trust]* .....

*[to be appointed by Te Maru o Rereahu Trust]* .....

*[to be appointed by the Maniapoto Maori Trust Board]* .....

*[to be appointed by the Raukawa Settlement Trust]* .....

*[to be appointed by the Tuwharetoa Maori Trust Board]*.....

**Director-General of Conservation**

**Alastair Morrison** .....



**Appendix 1: Conservation Area**

[To insert map]

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## Appendix 2: Cultural sites of importance in the Conservation Area

- (a) Pureora o Kahu;
- (b) Taporaroa Pa centre point;
- (c) Taporaroa area;
- (d) Commencement of Waipa River;
- (e) Tikiwhenua;
- (f) Tomotomo Ariki;
- (g) Waimiha o Kahu Punawai;
- (h) Waimoanaiti;
- (i) Waitaramoa Pa;
- (j) Ongarue;
- (k) Piki Ariki area;
- (l) Piki Ariki Rakau
- (m) Karamarama Stream water drawing point;
- (n) Weraroa;
- (o) Tahorakarewarewa; and
- (p) Paruhou.

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## 6 RFR DEED

### DEED GRANTING A RIGHT OF FIRST REFUSAL

THIS DEED is made

BETWEEN

[proprietors] as Proprietors of the Maraeroa A and B Incorporation (the "Governance Entity Incorporation")

AND

THE SOVEREIGN in right of New Zealand (the "Crown").

#### BACKGROUND

- A. The descendants of the original owners of Maraeroa A and B blocks, the Governance Entity Incorporation and the Crown are parties to a deed of settlement (the "Deed of Settlement") to settle the descendants of the original owners of Maraeroa A and B blocks' Historical Claims that relate to the Maraeroa A and B blocks dated [date of signed deed].
- B. Under clause 6 of the Deed of Settlement, it was agreed that (if that Deed of Settlement became unconditional) the Crown and the Governance Entity Incorporation would enter into this Deed.
- C. The Deed of Settlement has become unconditional.

IT IS AGREED as follows:

#### 1. NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

##### Crown must give RFR Notice

- 1.1 The Crown must, before Disposing of an RFR Property, give an RFR Notice to the Governance Entity Incorporation in respect of the RFR Property.

##### Crown may withdraw RFR notice

- 1.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity Incorporation accepts under clause 2.1 the offer in that notice.
- 1.3 If the Crown withdraws an RFR Notice, this Deed still applies to the RFR Property and, in particular, the Crown must give another RFR Notice to the Governance Entity Incorporation before it Disposes of the RFR Property.

## 2. ACCEPTANCE BY THE GOVERNANCE ENTITY INCORPORATION

### Acceptance

- 2.1 If the Governance Entity Incorporation accepts by Notice to the Crown, by the Expiry Date, the offer set out in an RFR Notice, a contract for the Disposal of the RFR Property (an "RFR Property Contract") is constituted between the Crown and the Governance Entity Incorporation at the price and on the terms and conditions set out in the RFR Notice.

### Transfer

- 2.2 If an RFR Property Contract is constituted between the Crown and the Governance Entity Incorporation under clause 2.1, the Crown will transfer the RFR Property to:

2.2.1 the Governance Entity Incorporation; or

2.2.2 a person nominated by the Governance Entity Incorporation (a "Nominated Transferee") under clause 2.3.

- 2.3 The Governance Entity Incorporation may nominate a Nominated Transferee by:

2.3.1 giving Notice to the Crown at least [10] Business Days before settlement of the relevant RFR Property Contract is due; and

2.3.2 including in that Notice:

(a) the name of the Nominated Transferee; and

(b) all other relevant details about the Nominated Transferee.

- 2.4 If the Governance Entity Incorporation nominates a Nominated Transferee under clause 2.3, the Governance Entity Incorporation remains liable for all the Governance Entity Incorporation's obligations under the relevant RFR Property Contract.

## 3. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY INCORPORATION

- 3.1 If:

3.1.1 the Crown gives the Governance Entity Incorporation an RFR Notice; and

3.1.2 the Governance Entity Incorporation does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date,

the Crown:

3.1.3 may, at any time during the period of two years from the Expiry Date, Dispose of the RFR Property if the price, and the other terms and conditions of the Disposal, are not more favourable to the purchaser or lessee than the price, and other terms and conditions, set out in the RFR Notice to the Governance Entity Incorporation; but

3.1.4 must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee, give Notice to the Governance Entity Incorporation of:

(a) that fact; and

(b) the terms of that agreement; and

3.1.5 must not Dispose of the RFR Property after the end of the period of two years after the Expiry Date without first giving an RFR Notice to the Governance Entity Incorporation under clause 1.1.

#### 4. RE-OFFER REQUIRED

4.1 If:

4.1.1 the Crown gives the Governance Entity Incorporation an RFR Notice;

4.1.2 the Governance Entity Incorporation does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date; and

4.1.3 the Crown, during the period of two years from the Expiry Date, intends to Dispose of the RFR Property but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers the RFR Property for Disposal on those more favourable terms and conditions to the Governance Entity Incorporation in another RFR Notice under clause 1.1.

#### 5. TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS

5.1 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

5.1.1 the terms of a gift, endowment, or trust relating to an RFR Property existing before the Settlement Date;

5.1.2 the rights of a holder of a mortgage over, or of a security interest in, an RFR Property;

5.1.3 any requirement at common law or under legislation that:

(a) must be complied with before an RFR Property is Disposed of to the Governance Entity Incorporation; or

(b) the Crown must Dispose of an RFR Property to a third party; and

5.1.4 any feature of the title to an RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to the Governance Entity Incorporation; and

5.1.5 any legal requirement that:

(a) prevents or limits the Crown's ability to Dispose of an RFR Property to the Governance Entity Incorporation; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include introducing a change to, or changing, the law).

6. **THIS DEED DOES NOT APPLY IN CERTAIN CASES**

**Disposal to certain persons are exempt**

6.1 Clause 1.1 does not apply if the Crown is Disposing of an RFR Property to:

6.1.1 the Governance Entity Incorporation or a Nominated Transferee;

6.1.2 a person to give effect to this Deed or to the Deed of Settlement;

6.1.3 a person by way of gift for charitable purposes;

6.1.4 the existing tenant of a house on the RFR Property that is held on the Settlement Date for education purposes;

6.1.5 the lessee under a lease of the RFR Property if such Disposal is constituted by a grant of a new lease to the lessee under a right of, or option for, renewal, or under another right of the lessee to take a further lease under the provisions of the lease;

6.1.6 a person under a Disposal arising from a legal requirement on the Crown to consent to an assignment, subletting or other parting with possession of the RFR Property (or a part of it) at the request of the lessee of the RFR Property or otherwise;

6.1.7 a person who is being granted a lease of the RFR Property in accordance with a legal right created on or before the Settlement Date;

6.1.8 the lessee under a lease of an RFR Property granted, on or before the Settlement Date (or granted after that date but in renewal of a lease granted on or before that date), under:

(a) section 67 of the Land Act 1948;

(b) section 93(4) of the Land Act 1948; or

(c) the Crown Pastoral Land Act 1998;

6.1.9 a person under:

(a) sections 40(2) or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation); or

(b) section 40(4) of the Public Works Act 1981 (or that sub-section as applied by section 41 of the Public Works Act 1981 or by any other legislation);

(c) an order of the Maori Land Court under section 41(e) of the Public Works Act 1981 and section 134 of Te Ture Whenua Maori Act 1993;

(d) section 105(1) of the Public Works Act 1981;

(e) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section); or

(f) section 119(2) of the Public Works Act 1981;

6.1.11 a person under sections 143(5) and 206 of the Education Act 1989;

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- 6.1.12 a person under section 355(3) of the Resource Management Act 1991;
- 6.1.13 a person under:
- (a) sections 16A or 24E of the Conservation Act 1987;
  - (b) section 15 of the Reserves Act 1977;
  - (c) sections 26 or 26A of the Reserves Act 1977, or any other legislation where a reserve is being vested, if:
    - (i) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
    - (ii) the reserve would revert to the Crown if its status as a reserve was revoked;
  - (d) section 93(4) of the Land Act 1948; or
  - (e) legislation that:
    - (i) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
    - (ii) authorises the RFR Property to be Disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves Act 1977; or
- 6.1.14 a person who, immediately before the Disposal, holds a legal right created on or before the Settlement Date to:
- (a) purchase the RFR Property or be granted a lease of the RFR Property the term of which, including rights of renewal or of extension provided by the lease, is or could be for [50] years or longer; or
  - (b) be offered the opportunity to purchase the RFR Property or be granted a lease of the RFR Property the term of which, including rights of renewal or of extension provided by the lease, is or could be for [50] years or longer.

#### **Disposal to Crown Body exempt**

- 6.2 Clause 1.1 does not apply to the Disposal of an RFR Property to a Crown Body, if that Crown Body takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity Incorporation in the form set out in schedule 1.
- 6.3 A Crown Body to whom an RFR Property is being disposed of under clauses 3, 5 or 6.1 is not required to enter into a deed under clause 6.2.

#### **Disposal for public works exempt**

- 6.4 Clause 1.1 does not apply to the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981, if that local authority takes that RFR Property

subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity Incorporation in the form set out in schedule 1.

6.5 Clause 1.1 does not apply to the Disposal of an RFR Property which:

6.5.1 immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and

6.5.2 after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,

if the person to whom the RFR Property is Disposed of takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity Incorporation in the form set out in schedule 2.

6.6 A local authority, or a person, to whom an RFR Property is being Disposed of under clauses 3, 5 or 6.1 is not required to enter into a deed under clauses 6.4 or 6.5.

#### **Governance Entity Incorporation to consent**

6.7 The Governance Entity Incorporation must sign a deed in the form set out in schedule 1 or schedule 2 if:

6.7.1 that deed is provided to it for signature; and

6.7.2 clause 6.2.1, 6.4 or 6.5 (as the case may be) applies.

#### **Disposal of or by Crown Body**

6.8 Nothing in this Deed:

6.8.1 affects or limits the right of the Crown or a Crown Body to sell or dispose of a Crown Body; or

6.8.2 requires an offer to the Governance Entity Incorporation in respect of such sale or disposal before that Crown Body is sold or disposed of.

### **7. NOTICE OF CERTAIN DISPOSALS**

7.1 The Crown must give the Governance Entity Incorporation notice of the disposal of an RFR Property by the landowner to a person other than the Governance Entity Incorporation.

7.2 The notice must be given at least 20 Business Days before the disposal.

7.3 The notice must:

7.3.1 include a legal description of the RFR Property, including any encumbrances affecting it; and

7.3.2 include a street address for the RFR Property (if applicable); and



- 7.3.3 identify the person to whom the RFR Property is being disposed of; and
- 7.3.4 explain how the disposal complies with clause 5 or clause 6; and
- 7.3.5 in the case of a disposal under clause 4.1.3, will include a copy of any written contract for the disposal.

## 8. TIME LIMITS

- 8.1 Time is of the essence for the time limits on the Crown and the Governance Entity Incorporation under this Deed.
- 8.2 The Crown and the Governance Entity Incorporation may agree in writing to an extension of a time limit.

## 9. TERM OF RIGHT OF FIRST REFUSAL

### Term of RFR

- 9.1 The obligations of the Crown set out in this Deed begin on the Settlement Date (even if the Governance Entity Incorporation signs this Deed after that date) and end [50] years after the Settlement Date.

### RFR ends on Disposal which complies with this Deed

- 9.2 The obligations of the Crown under this Deed end in respect of each RFR Property if:
  - 9.2.1 an RFR Property Contract is constituted between the Crown and the Governance Entity Incorporation in relation to the RFR Property; or
  - 9.2.2 the Crown transfers the estate in fee simple of the RFR Property to a third party in accordance with this Deed.

## 10. DISPOSAL OF MORE THAN ONE PROPERTY

- 10.1 An offer made by the Crown under clause 1.1 may be in respect of more than one RFR Property, but this Deed applies to that offer as if all the RFR Properties included in the offer were a single RFR Property.

## 11. NOTICES

- 11.1 The provisions of this clause apply to Notices under this Deed:

### *Notices to be signed*

- 11.1.1 the Party giving a Notice must sign it;

***Notice to be in writing***

11.1.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

***Addresses for notice***

11.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

*The Crown:*

The Solicitor-General  
Crown Law Office  
Level 10  
Unisys House  
56 The Terrace  
(PO Box 2858)  
WELLINGTON

*Governance Entity Incorporation:*

[Proprietors of the Maraeora A and B  
Incorporation]

Facsimile No: 04 473-3482;

***Delivery***

11.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;

***Timing of delivery***

11.1.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

***Deemed date of delivery***

11.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause [11.1.5]) be treated as having been received on the next Business Day.

**12. AMENDMENT**

12.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity Incorporation and the Crown.

13. **NO ASSIGNMENT**

13.1 The Governance Entity Incorporation may not assign its rights or obligations under this Deed.

14. **DEFINITIONS AND INTERPRETATION**

**Definitions**

14.1 In this Deed, unless the context requires otherwise:

**Business Day** means:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day, or
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) the day observed as the anniversary of the province of –
  - a. Wellington; or
  - b. Auckland;

**Control**, for the purposes of subclause (c) of the definition of Crown Body, means:

- (a) in relation to a company, control of the composition of the board of directors of the company; and
- (b) in relation to any other body, control of the composition of the group that would be the board of directors if the body was a company;

**Crown** has the meaning given to it in section 2(1) of the Public Finance Act 1989;

**Crown Body** means:

- (a) Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) and includes the New Zealand Railways Corporation;
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986);
- (c) a company or body which is wholly-owned or Controlled by:
  - (i) the Crown, a Crown entity or a State enterprise; or
  - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises; and
- (d) a subsidiary of, or related company to, a company or body referred to in paragraph (c) of this definition;

**Deed** means this Deed giving a right of first refusal over RFR Properties;

**Deed of Settlement** means the Deed of Settlement referred to in clause A of the Background to this Deed;

**Dispose:**

- (a) means to:
  - (i) transfer or vest the fee simple estate in the land; or
  - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
- (b) to avoid doubt, does not include to:
  - (i) mortgage, or give a security interest in, the land; or
  - (ii) grant an easement over the land; or
  - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
  - (iv) remove an improvement, fixture or fitting from the land;

**Expiry Date** means, in respect of an **RFR Notice**, the date one calendar month after the **RFR Notice** is received by the Governance Entity Incorporation;

**Governance Entity Incorporation** means the Proprietors of the Maraeroa A and B Incorporation;

**Nominated Transferee** has the meaning set out in clause 2.2.2;

**Notice** means a notice or other communication given under clause 11 and "**Notify**" has a corresponding meaning;

**Party** means the Governance Entity Incorporation or the Crown;

**RFR Notice** means a written notice to the Governance Entity Incorporation which offers to Dispose of the **RFR Property** to the Incorporation at the price and on the terms and conditions set out in that notice;

**RFR Property** means each of the properties listed in Schedule 3;

**RFR Property Contract** has the meaning set out in clause 2.1; and

**Settlement Date** has the same meaning as under the Deed of Settlement and is 40 Business Days after the date on which the settlement legislation (as that term is defined in the Deed of Settlement) comes into force.

**Interpretation**

14.2 In the interpretation of this Deed, unless the context requires otherwise:

14.2.1 terms or expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;

- 14.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 14.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 14.2.4 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 14.2.5 the singular includes the plural and vice versa;
- 14.2.6 words importing one gender include the other genders;
- 14.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 14.2.8 a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 14.2.9 a reference to a schedule is a schedule to this Deed;
- 14.2.10 a reference to a monetary amount is to New Zealand currency;
- 14.2.11 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 14.2.12 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate;
- 14.2.13 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity Incorporation and the Crown;
- 14.2.14 where something must be done by or on a date that is not a Business Day, that thing must be done by or on the next Business Day after that day; and
- 14.2.15 a reference to time is to New Zealand time.

**SIGNED** as a deed on

Signed by [PROPRIETORS OF THE MARAEROA A AND B INCORPORATION]

\_\_\_\_\_

in the presence of:

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

( \_\_\_\_\_

in the presence of:

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

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in the presence of:

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Witness: \_\_\_\_\_

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Occupation: \_\_\_\_\_



in the presence of:

Witness: \_\_\_\_\_

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in the presence of:

Witness:

\_\_\_\_\_

Address:

\_\_\_\_\_

Occupation:

\_\_\_\_\_



**SIGNED** for and on behalf of  
**THE SOVEREIGN** in right of  
New Zealand by the Minister  
for Treaty of Waitangi Negotiations in the  
presence of:

**WITNESS**

\_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

(

(



## SCHEDULE 1

(Clauses 6.2 and 6.4 of this Deed)

### DEED OF COVENANT

THIS DEED is made

#### BETWEEN

[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity Incorporation] (the "**Governance Entity Incorporation**")

AND

[Insert the name of the person who is Disposing of the property under clauses 6.2 or 6.4] (the "**Current Owner**")

( AND

[Insert the name of the Crown Body or the local authority to which the property is being Disposed of under clauses 6.2 or 6.4] (the "**New Owner**")

#### BACKGROUND

- A. The Current Owner intends to Dispose of the property described in the schedule to this Deed (the "**Property**") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [ ] between the Crown and the Governance Entity Incorporation (the "**Principal Deed**").
- C. Under clause [6.2.1] [6.4] [*delete the inapplicable clause*] of the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed in this form from the New Owner in favour of the Governance Entity Incorporation ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

( IT IS AGREED as follows:

#### 1. TRANSFER BY CURRENT OWNER

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations (being the rights and obligations of the Crown) under the Principal Deed in so far as they relate to the Property.

#### 2. ACCEPTANCE BY NEW OWNER

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity Incorporation, accepts the Transfer.

#### 3. CONSENT AND RELEASE BY THE GOVERNANCE ENTITY INCORPORATION

- 3.1 The Governance Entity Incorporation consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed in so far as they relate to the Property.

#### 4. CERTAIN DISPOSALS BY NEW OWNER NOT AFFECTED

4.1 [Nothing in this Deed affects or limits:

4.1.1 where the **New Owner** is a Crown Body the ability of the **New Owner** to Dispose of the **Property** to another Crown Body or Crown Bodies, or back to the Crown, subject in the case of a Disposal to a Crown Body to it entering into a Deed in the form set out in Schedule 1 to the Principal Deed (with appropriate amendments) except where clauses 3, 5 or 6.1 of the Principal Deed apply; or

4.1.2 where the **New Owner** is a local authority, as transferee of the **Property** in accordance with clause 6.4, the ability of the **New Owner** to Dispose of that **Property** back to the Crown.]

#### 5. DEFINITIONS AND INTERPRETATION

##### Defined Terms

5.1 In this Deed, unless the context requires otherwise:

**Principal Deed** has the meaning set out in clause B of the Background to this Deed;

**Property** has the meaning set out in clause A of the Background to this Deed;

**Transfer** means the transfer described in clause 1; and

**Transfer Date** means the date on which the Current Owner Disposes of the **Property** to the **New Owner**.

5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

##### Interpretation

5.3 The rules of interpretation set out in clause 14.2 of the Principal Deed also apply to the interpretation of this Deed.

**SIGNED** as a deed on [       ]

*[Insert signing provisions for the Governance Entity Incorporation, the New Owner and the Current Owner]*

(

(

Handwritten signature or initials, possibly 'SAB', in the bottom right corner.

5: CROWN RFR DEED

**SCHEDULE 2**

*(Clause 6.5 of this Deed)*

**DEED OF COVENANT**

**THIS DEED** is made

**BETWEEN**

*[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity Incorporation] (the "Governance Entity Incorporation")*

**AND**

*[Insert the name of the person who is Disposing of the property under clause 6.5] (the "Current Owner")*

**AND**

*[Insert the name of the person to whom the property is being Disposed of under clause 6.5] (the "New Owner")*

**BACKGROUND**

- A. The Current Owner intends to Dispose of the property described in the schedule to this Deed (the "Property") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [ ] between the Crown and the Governance Entity Incorporation (the "Principal Deed").
- C. Under clause 6 of the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed in this form from the New Owner in favour of the Governance Entity Incorporation ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

**IT IS AGREED** as follows:

**1. TRANSFER BY CURRENT OWNER**

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations (being the rights and obligations of the Crown) under the Principal Deed in so far as they relate to the Property.

**2. ACCEPTANCE BY NEW OWNER**

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity Incorporation, accepts the Transfer.

### 3. CONSENT AND RELEASE BY GOVERNANCE ENTITY INCORPORATION

- 3.1 The Governance Entity Incorporation consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed in so far as they relate to the Property.

### 4. OBLIGATION TO MAKE OFFER

#### Request by the Governance Entity Incorporation

- 4.1 The Governance Entity Incorporation may give written notice to the New Owner requesting the New Owner to give an RFR Notice under clause [1.1] of the Principal Deed.

#### RFR Notice to be given if Property no longer required

- 4.2 The New Owner must give an RFR Notice under clause [1.1] of the Principal Deed if, on the date of receipt by the New Owner of a notice under clause 4.1, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work referred to in clause [6.5] of the Principal Deed.

- 4.3 Clause [1.2] of the Principal Deed does not apply to a notice under clause 4.1.

#### Frequency of requests

- 4.4 A notice under clause 4.1 may not be given within 3 years of:

4.4.1 the Transfer Date; or

4.4.2 the date of receipt by the New Owner of the last notice under clause 4.1.

### 5. DEFINITIONS AND INTERPRETATION

#### Defined Terms

- 5.1 In this Deed, unless the context requires otherwise:

**Principal Deed** has the meaning set out in clause B of the Background to this Deed;

**Property** has the meaning set out in clause A of the Background to this Deed;

**Transfer** means the transfer described in clause 1; and

**Transfer Date** means the date on which the Current Owner Disposes of the Property to the New Owner.

- 5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

#### Interpretation

- 5.3 The rules of interpretation set out in clause 14.2 of the Principal Deed also apply to the interpretation of this Deed.



**SCHEDULE 3**

*(Clause 14 of this Deed)*  
**RFR PROPERTY**

<b>Property Name</b>	<b>Legal Description</b>	<b>Location</b>
Pureora Village	Any part of the land coloured yellow on deed plan OTS-120-21 (as at the date of this deed being 12 hectares, approximately, being Part Maraeroa B2. Part <i>Gazette</i> 1978 page 2463).	State Highway 30, Barryville.
Landfill property	5.22 hectares, approximately, being Part Maraeroa B2 excluding Koromiko site. Shown pink on OTS-120-21 (subject to survey).	Barryville Road



## 7 DEED OF COVENANT

THIS DEED is made

BETWEEN

THE MARAEROA A AND B BLOCKS TRUST (the "governance entity trust")

AND

THE SOVEREIGN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations (the "Crown")

### BACKGROUND

- A. Under a deed of settlement dated 12 March 2011 between the descendants of the original owners of Maraeroa A and B blocks and the Crown (the "deed of settlement"), the Crown agreed, subject to the terms and conditions specified in the deed of settlement, to provide certain redress to an entity to be established under clause 1.8.1 of the deed of settlement.
- B. The governance entity trust was established on [date] as the entity to:
- be established by the descendants of the original owners of Maraeroa A and B blocks under clause 1.8.1 of the deed of settlement; and
  - receive the redress to be provided to the governance entity trust under the deed of settlement.
- C. As required by clause 1.8.2 of the deed of settlement, the governance entity trust enters into this deed with the Crown.

IT IS AGREED as follows:

### 1 CONFIRMATION OF ESTABLISHMENT

- 1.1 The governance entity trust confirms that it has been established as ratified by the descendants of the original owners of Maraeroa A and B blocks and is an appropriate entity to receive the redress that is to be provided to it under the deed of settlement.

### 2 COVENANT

- 2.1 The governance entity trust covenants with the Crown that, from the date of this deed, the governance entity trust:
- 2.1.1 is a party to the deed of settlement as if it had been named as a party to the deed of settlement and had signed it;

2.1.2 must comply with all the obligations of the governance entity trust under the deed of settlement; and

2.1.3 is bound by the terms of the deed of settlement.

### **3 RATIFICATION AND CONFIRMATION OF ACKNOWLEDGEMENTS AND ACTIONS**

3.1 The governance entity trust ratifies and confirms:

3.1.1 all acknowledgements and agreements made by the descendants of the original owners of Maraeroa A and B blocks in the deed of settlement; and

3.1.2 all rights and powers exercised, all waivers given, all amendments agreed to, and any other actions taken in relation to the deed of settlement, by the mandated signatories as agent for the descendants of the original owners of the Maraeroa A and B blocks, and agrees to be bound by them.

### **4 NOTICES**

4.1 Notices to the governance entity trust and to the Crown may be given in the same manner as provided in clause 4.3 of the General Matter Schedule.

4.2 The governance entity trust's address where notices may be given is: *[Details to be inserted]*.

### **5 INTERPRETATION**

5.1 Unless the context requires otherwise:

5.1.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

5.1.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

**SIGNED** as a deed on [    ]

**SIGNED** for and on behalf of  
**THE SOVEREIGN** in right of  
New Zealand by the Minister  
for Treaty of Waitangi  
Negotiations in the presence of -

\_\_\_\_\_  
Hon Christopher Finlayson

**WITNESS**

(  
\_\_\_\_\_

Name:

Occupation:

Address:

*[Insert appropriate signing provisions for the governance entity trust]*

(

Handwritten initials or signature in the bottom right corner, consisting of stylized, overlapping letters.