



PARANGARAHU LAKES CONSERVATION COVENANT

(Section 27 Conservation Act 1987

and

Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this 6th day of OCTOBER 2009

BETWEEN Ralph Heberley Ngatata LOVE, Kevin Hikaia AMOHIA, Neville McClutchie BAKER, Spencer Waemura CARR, June Te Raumange JACKSON, Catherine Maarie Amohia LOVE, Hinekehu Ngaki Dawn McCONNELL, Rebecca Elizabeth MELLISH, Paul Alfred REEVES, Mark TE ONE (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; and 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 19 August 2008 and implemented by the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009.
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and 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:

"Conservation Purposes"	means the preservation and protection of natural resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and 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.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.

"Recreation Reserve"	means the land owned and managed by Greater Wellington Regional Council as part of the East Harbour Regional Park.
"Reserve Values"	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.
"Scientific Reserve"	means that part of Lake Kohangatera and that part of Lake Kohangapiripiri comprising the space occupied by the water and the space occupied by the air above that water.
"Taranaki Whanui"	means Taranaki Whānui ki Te Upoko o Te Ika
"Taranaki Whānui tikanga"	includes Conservation Values
"Working Days"	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 forever.

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:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserve Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

2.1.4 to provide for the enhancement, and protection of Taranaki Whānui's ancient relationship with the Land to ensure the Land is held and appreciated in accordance with Taranaki Whānui tikanga

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties 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 tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other 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 other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner shall take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, and in accordance with Taranaki Whānui tikanga 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 wherever possible 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 wherever possible replant any areas of soil erosion within the land with indigenous vegetation using, as far as possible, genetically local sourced indigenous material in accordance with Taranaki Whānui tikanga;

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 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant and Taranaki Whānui tikanga, permit the public to enter upon the Land. Public access shall primarily be for recreational and educational purposes, however access may also be provided for scientific study or research. Notwithstanding the provisions of this clause the Owner may temporarily restrict public access to part of the Land in order to protect wāhi tapu or in the event of Rāhui.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

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

5.1.2 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.

5.2 The Minister may 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.

6 MANAGEMENT OF THE LAND

6.1 The Owner, in managing the Land, must have regard to any reserve management plan approved for the Recreation Reserve or the Scientific Reserve.

6.2 The Owner may appoint or otherwise agree for the Greater Wellington Regional Council to manage the Land, subject to the conditions of this covenant.

6.3 The Minister may prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

7 JOINT OBLIGATIONS

7.1 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 to achieve the objectives set out in clause 2.

8 DURATION OF COVENANT

8.1 This Covenant binds the parties forever to the rights and obligations contained in it.

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 Titles

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to 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 (as defined in the Forest and Rural Fires Act 1977) 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 13.1 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 of 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.

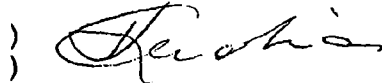
Executed as a Deed

Signed by **Ralph Heberley Ngatata Love** as
Owner in the presence of:



Witness: C. Harpe
Address: Wellington
Occupation: Trust Secretary

Signed by **Kevin Hikaia Amohia** as
Owner in the presence of:



Witness: C. Harpe
Address: Wellington
Occupation: Trust Secretary

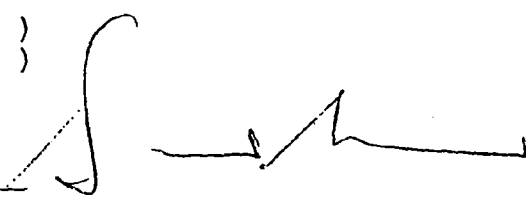
Signed by **Neville McClutchie Baker** as
Owner in the presence of:



Witness: C. Harpe
Address: Wellington
Occupation: Trust Secretary

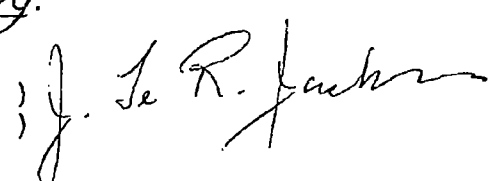
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Signed by **Spencer Waemura Carr** as
Owner in the presence of:

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Witness: Choupe.
Address: Wellington
Occupation: Trust Secretary.

Signed by **June Te Raumange Jackson** as
Owner in the presence of:

} 

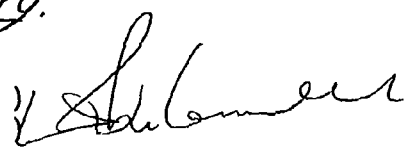
Witness: Choupe.
Address: Wellington
Occupation: Trust Secretary.

Signed by **Catherine Maarie Amohia Love** as
Owner in the presence of:

} 

Witness: Choupe.
Address: Wellington
Occupation: Trust Secretary.

Signed by **Hinekehu Ngaki Dawn McConnell** as
Owner in the presence of:

} 

Witness: Choupe.
Address: Wellington.
Occupation: Trust Secretary

Signed by **Rebecca Elizabeth Mellish** as
Owner in the presence of:




Witness: ~~Paul Reeves~~

Address: Wellington

Occupation: Office Administrator.

Signed by **Paul Alfred Reeves** as
Owner in the presence of:



Witness: Paul Reeves

Address: Wellington

Occupation: Trust Secretary.

Signed by **Mark Te One** as
Owner in the presence of:

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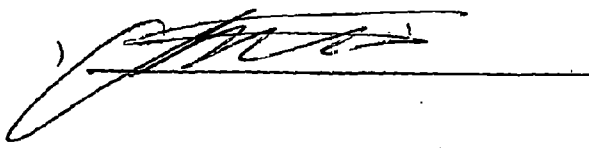
Witness: ~~Paul Reeves~~

Address: Wellington

Occupation: Office Administrator.

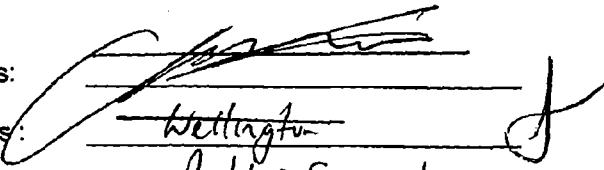


Signed by Alan Stephen McKenzie



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

Witness:



Address:

Wellington

Occupation:

Public Servant



DAVID BISHOP
Conservation Support Officer
Statutory Land Management
Department of Conservation
Wellington Hawke's Bay Conservancy

SCHEDULE 1

Description of Land:

Wellington Land District

~~33.0622 hectares, more or less, being Section 2 SO 409042, excluding the space occupied by water and the space occupied by air above the water; and~~

~~7.8000 hectares, more or less, being Lot 11 DP 53891; and~~

8.7900 hectares, more or less, being Lot 9 DP 53891 excluding the space occupied by water and the space occupied by air above the water; and

3.5050 hectares, more or less, being Section 1 SO 406979, excluding the space occupied by water and the space occupied by air above the water; and

3.2500 hectares, more or less, being Lot 10 DP 53891.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of an area of remote wetland, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area.

The natural resources on the land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state

The intrinsic value of historic resources on the land, represented by historic and archaeological sites.

Reserve Values of Land to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Tararua Ecological District its own recognisable character. The Pencarrow Lakes have been ranked in the Wetlands of Ecological and Regional Importance (WERI) database of national (Lake Kohangatera) and regional (Lake Kohangapiripiri) significance.

The flora includes 61 lake or lake margin plants that have been recorded. Of these, 15 are endemic and 10 are significant plant species in the following categories. 1)

Regionally threatened aquatic plants: *Lepilaena bilocularis* and *Ruppia polycarpa* (horse's mane weed); 2) regionally threatened semi-aquatic plants: *Crassula kirkii*, *Glossostigma diandrum* and *Ranunculus macropus*; 3) locally significant semi-aquatic plants: *Eryngium vesiculosum* (sea holly), *Glossostigma elatinoides*, *Gratiola sexdentata*, *Limosella lineata* (mudwort) and *Scheonoplectus validus* (formerly *Scirpus lacustris*, lake clubrush).

The land provides excellent wetland habitat for a number of waterfowl species. Common breeding species include black swan, mallard with some pukeko. Less common, but nevertheless widespread indigenous waterfowl species, include grey duck and Australasian shoveler. Two rare species of waterfowl are Australian bittern and spotless crake. Non-wetland fauna of significance include California quail, NZ falcon and kaka. A total of nine species of freshwater fishes have been recorded in the two catchments, such as the nationally-threatened giant kokopu.

Other reserve values are the historic, archaeological, cultural, spiritual and educational values associated with the land.

SCHEDULE 2
Address for Service

The address for service of the Owner is:

Railway Station Social Hall
55 Waterloo Quay
Wellington
P O Box 12164
Wellington

Phone 04 4723872

Fax 04 4723874

The address for service of the Minister is:

The Conservator.
Department of Conservation
181 Thorndon Quay
PO Box 5086
WELLINGTON
Phone 04 472 5821
Fax 04 499 0077

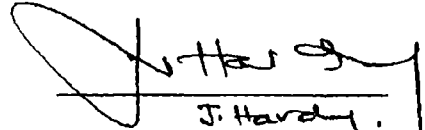
SCHEDULE 3

Special Conditions

1. The Owner may authorise members of Taranaki Whānui ki Te Upoko o Te Ika to remove medicinal plant material and traditional food plants and fibres from the land, but in granting such authorisations shall ensure that any impacts on the Conservation Values are minimised.
2. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
3. The Owner, or a member of Taranaki Whānui authorised by the Owner may conduct any cultural or spiritual practice on the Land deemed necessary or of importance to the Owner or Taranaki Whānui and in doing so shall ensure as far as practicable that any impact on the Land or Conservation Values are minimised.

GRANT of

Certified correct for the
purposes of the Land Transfer
Act 1952


J. Hardy.
Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 27 of the
Conservation Act 1987
and section 77 of the
Reserves Act 1977

GOVERNANCE ENTITY

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation