

THIS DEED dated 3 NOVEMBER 1990

BETWEEN TE RUNANGA O NGATI POROU (hereinafter together with its successors and assigns, servants and agents called "Ngati Porou")

AND HER MAJESTY THE QUEEN acting by and through the Minister of Conservation (hereinafter together with the Crown's servants and agents called "the Minister")

WITNESSES as follows:

- 1 The Minister shall revest pursuant to section 436 of the Maori Affairs Act 1953 the land which is shown bounded by a broken red line on the plan annexed hereto as Annex 1 (called "the land") SUBJECT TO the following conditions:
 - (a) The Ngati Porou shall enter into a conservation covenant pursuant to section 77 of the Reserves Act 1977 with the Minister in respect of the land which is shown hatched in pink on Annex 1 (called the "covenant land") which land shall include the area with natural values in the northern sector of Hikurangi on Pakihiroa Station. Boundaries are approximate and will be subject to the preparation of a scheme plan of the covenant land.
 - (b) The conservation covenant referred to in condition 1(a) shall be in the form attached as Annex 2 hereto and shall be a covenant given in perpetuity over the covenant land.
 - (c) The public shall have access to and freedom of movement in the covenant land apart from certain sacred places. The Ngati Porou and the Minister will identify which places constitute sacred places.
 - (d) The Ngati Porou shall enter into a registrable easement through Ngati Porou land along the route shown on Annex 1 as a yellow line so that there is public access to the covenant land. The Deed of easement will be in the general form attached hereto as Annex 3. It is recognised that the wording of Annex 3 will have to be modified if an easement can only be created under the Reserves Act 1977.

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- (e) The Ngati Porou shall obtain the consent of the Minister before entering into any binding agreement for any commercial operations to take place on covenant land. The purpose of the Minister's consent first being obtained is to ensure that conservation values are protected on the conservation land. HB
- (f) The Minister shall be responsible for wild animal control on the covenant land. Subject to the Conservation Act 1987 and the Public Finance Act 1989 the Minister will pay Ngati Porou any nett income received from activities on Hikurangi after having first deducted his/her administration costs in connection with those activities.
- (g) The Minister shall be primarily responsible for weed control on the covenant land. The Ngati Porou will assist the Minister in this responsibility in the case of weeds associated with former grazing lands within Hikurangi to the extent that such weeds pose a threat to the adjoining pastoral land held by Ngati Porou.
- (h) A joint managment committee, as provided for in the conservation covenant (Annex 2), shall be responsible for the preparation of a management plan for the covenant land which shall be subject to the approval of the Ngati Porou and the Minister.
- (i) The Minister will use his/her best endeavours to have the covenant land closed to mining.
- (j) The Minister shall be responsible for payment of any local authority rates levied on the covenant land.
- (k) This Deed is contingent upon the Ngati Porou accepting title to Pakihiroa Station from the Crown.

IN WITNESS WHEREOF those presents have been executed by the parties hereto.

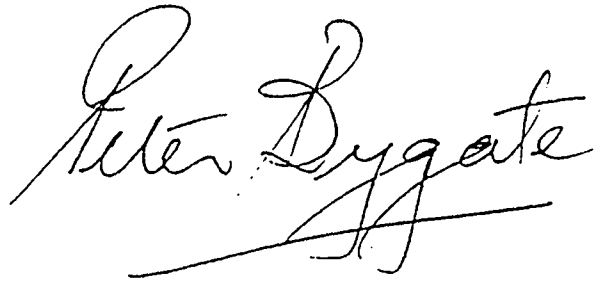
THE COMMON SEAL of)
TE RUNANGA O NGATI POROU)
 was hereunto fixed pursuant to a)
 resolution of the Board and in)
 the presence of:)

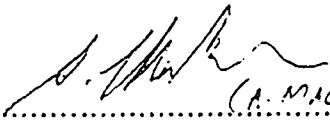


..... Secretary
 Member
 Member

/ *[Handwritten marks]*

SIGNED by PETER BYGATE)
 Deputy Director-General,)
 Resource Use, Department)
 of Conservation pursuant to)
 section 54(2) of the)
 Conservation Act 1987 on)
 behalf of the Minister of)
 Conservation under written)
 authority dated 24 October 1990)
 in the presence of:)




 (A. MACPHERSON)

..... Solicitor

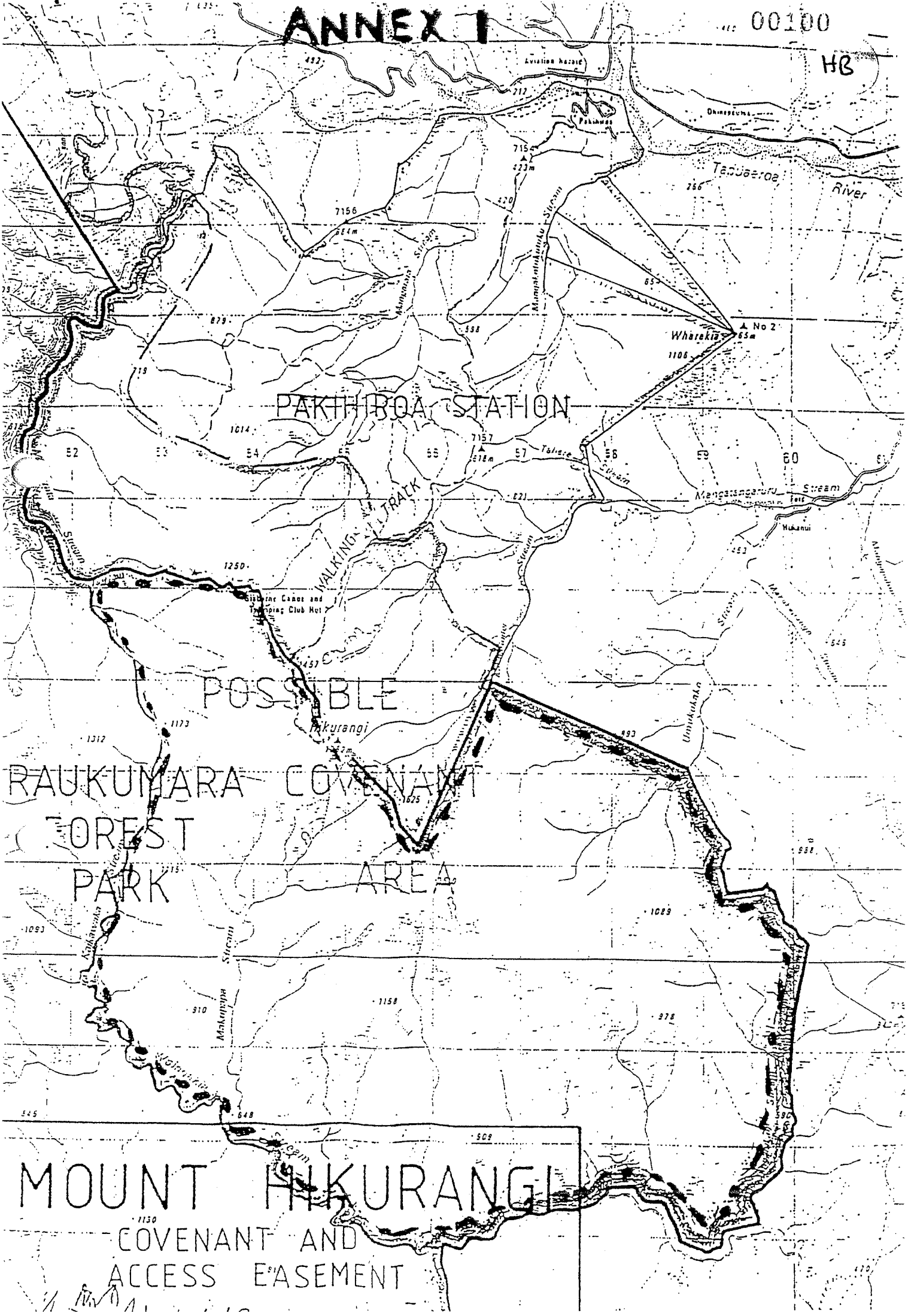
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ANNEX I

00100

HB



PARKHROA STATION

WALKING TRACK

POSSIBLE
RAUKUMARA FOREST
PARK AREA

MOUNT HIKURANGI

COVENANT AND
ACCESS EASEMENT

Aviation hazard

Wharekiri A No 2 65m

Mangatungaruru Stream

Taruheroa River

Hikurangi

Umukauka

Manakopu Stream

Manakopu Stream

1/1000

CONSERVATION COVENANT
(Section 77 Reserves Act 1977)

BETWEEN TE RUNANGA O NGATI POROU a body corporate (together with its successors, assigns servants and agents ("Ngati Porou"))

AND HER MAJESTY THE QUEEN acting by and through the Minister of Conservation called "the Minister")

WHEREAS

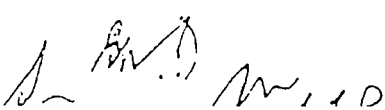
- A Ngati Porou and the Minister wish to enter a partnership in kaitiakitanga for Hikurangi Maunga;
- B Ngati Porou and the Minister have agreed that a conservation covenant over Hikurangi be offered in consideration for revesting in Ngati Porou that part of Hikurangi lying within Raukumara Forest Park;
- C Section 77 of the Reserves Act 1977 provides that:
- (i) The Minister may agree with any owner of land that all or part of the land should be managed so as to preserve the natural environment of landscape amenity or wildlife or freshwater life or marine-life habitat or historical value of the land;
 - (ii) The terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land so as to bind the land and its owner to the performance of the terms of the agreement in perpetuity.
- D Ngati Porou is registered as proprietor of the Maori freehold land described in Schedule A ("Hikurangi");
- E Ngati Porou and the Minister have agreed that Hikurangi be managed with the following objectives:
- (i) Protecting and enhancing the natural character of Hikurangi with particular regard to the natural functioning of ecosystems and to the native flora and fauna in their diverse communities and dynamic interrelationships with their earth substrate, water courses and the atmosphere;
 - (ii) Protecting and enhancing the spiritual, cultural and historical integrity and values of Hikurangi;
 - (iii) Embodying the principles of the Treaty of Waitangi in a practical working partnership between the Crown and the iwi;
 - (iv) Protecting Hikurangi as an outstanding area representative of a significant part of the natural ecological character of the Motu Ecological District;
 - (v) Maintaining the landscape amenity values of Hikurangi;
 - (vi) Providing for the public's recreational use and enjoyment of Hikurangi, to the extent consistent with the preceding objectives;

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NOW THEREFORE THIS DEED WITNESSES that in accordance with Section 77 of the Reserves Act 1977 Ngati Porou and the Minister MUTUALLY COVENANT that Hikurangi shall be managed for the purposes and objectives listed in recital E above, such management to be guided generally by a Management Committee established in accordance with Schedule B, and subject particularly to the following conditions:

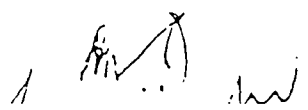
1. Ngati Porou shall not graze the land (nor allow livestock to enter upon it) and shall ensure that all fences and gates on the land or its boundary are maintained a good stockproof condition.
2. (i) Ngati Porou shall not carry out, nor allow to be carried out, without the Minister's prior approval:
 - (a) The felling, removal or damage of any indigenous tree shrub or other plant on the land;
 - (b) The planting of any species of tree shrub or other plant on the land;
 - (c) The erection of any fence, building, structure or other improvements on the land whether for Ngati Porou purposes or for other private or public purposes;
 - (d) Any burning, topdressing or the sowing of seed on the land;
 - (e) Any prospecting exploring or mining for minerals coal or other deposit on or under the land;
 - (f) Any cultivation earthworks or other soil disturbance on the land.
- (ii) The Minister shall have regard to the objectives of this Deed when considering any request for approval under this clause, and shall not unreasonably decline approval.
- (iii) Where there is any breach of condition 2(i) by Ngati Porou the Minister shall be entitled to take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach and shall also be entitled to recover from Ngati Porou as a debt due all costs incurred by the Minister as a result of remedying such breach or preventing further damage.
3. The Minister shall use his best endeavours to have Hikurangi closed to mining, exploration or prospecting in accordance with Sections 24 and 26 of the Mining Act 1971 and/or other appropriate legislation that has been or may be enacted.
4. The Minister shall be responsible for the control of wild animals (as such animals are defined in the Wild Animal Control Act 1977) and other animal pests on Hikurangi. The Minister may use any practical means, including the facilitation of commercial and public recreational hunting, to control animal population densities at a low level consistent with the objectives of this deed. Subject to the Conservation Act 1987 and the Public Finance Act 1989 the Minister shall pay Ngati Porou any nett income received from activities on Hikurangi after having first deducted his/her administration costs in connection with those activities.

5. The Minister shall be responsible for the eradication or control of noxious or other troublesome adventive plants or trees ("weeds"), excepting that Ngati Porou shall assist the Minister in this responsibility in the case of weeds associated with former grazing lands within Hikurangi to the extent that such weeds pose a threat to the adjoining pastoral land held by Ngati Porou.
6. THE Minister shall, in the event of wildfire upon or threatening Hikurangi, render assistance to Ngati Porou in suppressing the fire. This assistance will be at no cost to Ngati Porou unless Ngati Porou was responsible for the wildfire through wilful action or negligence, including the case where the wildfire was caused by the escape of a permitted fire due to non-adherence to the conditions of the permit.
7. Subject to Clause 9 Ngati Porou shall allow members of the public free and unimpeded access on foot at all times throughout Hikurangi for purposes consistent with the objectives of this Deed. The parties agree that access to Hikurangi from Tapuaerua Road shall be legalised by an easement to be registered contemporaneously with this Deed.
8. Ngati Porou accepts the presence on Hikurangi (at grid reference NZMS 260 Y15/548538) of a hut administered by the Minister providing limited accommodation to the public for a nominal fee payable to the Minister, and further accepts the principle of similar accommodation remaining on Hikurangi in perpetuity unless the Management Committee decides otherwise.
9. Ngati Porou shall be responsible for protection of sacred places and other sites of particular cultural importance to the iwi ("wahi tapu") of Hikurangi, excepting that the Minister may provide practical assistance where necessary and reasonable. If Ngati Porou wishes to restrict public access on to a wahi tapu, means of effecting the restriction will be discussed and agreed with the Minister beforehand. For the purposes of this clause, the summit of Hikurangi Maunga shall not be a wahi tapu, and public foot access to the summit shall be freely available at all times.
10. Ngati Porou shall have the prime responsibility for the licensing of any trade, business or occupation on Hikurangi subject to the prior consent in writing in each case of the Minister, in accordance with Section 94 of the Reserves Act 1977.
11. THE Minister and Ngati Porou shall be jointly and equally responsible for the maintenance in a stockproof condition of fences between Hikurangi and the adjoining lands held by Ngati Porou.
12. THE Minister shall be responsible for payment of any local authority rates levied on Hikurangi.
13. FOR the avoidance of doubt:
 - (a) The covenants contained in this Deed shall bind Ngati Porou and its heirs executors successors and assigns in perpetuity and shall bind any lessee for the term of any lease.
 - (b) In the event of transfer of Hikurangi to a company the covenants contained in this Deed shall bind a receiver liquidator statutory manager or statutory receiver. In the event of transfer to a natural person this Deed shall bind the Official Assignee. In all cases this Deed binds a mortgagee in possession.



- (c) The reference to any Act in this Deed extends to, and includes, any amendment to or substitution for that Act.
- (d) Any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- (e) Any notice required to be given by the Minister shall be sufficiently given if it is signed by the East Coast Regional Conservator, Department of Conservation, Gisborne. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the East Coast Regional Conservator, Department of Conservation, Gisborne.
- (f) Any dispute which arises between Ngati Porou and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1908.

SCHEDULE A



SCHEDULE B

Management Committee and Management Plan

1. A Management Committee will be established, comprising;
 - (a) Three members appointed by Te Runanga o Ngati Porou, and
 - (b) Three members of the Department of Conservation staff, being the Regional Conservator East Coast or the Conservator's deputy, and two others.
2. The functions of the Management Committee will be to:
 - (a) Prepare a management plan to guide the management of Hikurangi;
 - (b) To oversee the implementation of the management plan;
 - (c) To decide questions of ongoing management policy concerning Hikurangi that are not adequately expressed in the management plan;
 - (d) To review the management plan at intervals no greater than 10 years.
3. The Management Committee will make decisions by consensus.
4. The management plan will be designed to implement the objectives of this deed defined in Recital E, in a manner not inconsistent with the agreed conditions, to the mutual satisfaction of the Minister and Ngati Porou.
5. In preparing or reviewing the management, the Management Committee will invite comment on a draft plan from the public and the East Coast Conservation Board, ~~but will not be obliged to~~ have regard to any or all comments received.
6. The management plan will require the undelegated approval of the Minister and Te Runanga o Ngati Porou prior to its becoming operative.
7. The first management plan will become operative within two years of the signing of this Deed.
8. The management planning provisions of the Reserves Act and Conservation Act with respect to reserves and conservation areas may be used as a guide to the preparation of the management plan for Hikurangi to the extent that those provisions are consistent with this Schedule.

ANNEX 3

00084

HB

MEMORANDUM OF TRANSFER BY WAY OF GRANT OF EASEMENT IN GROSS FOR THE PURPOSES OF THE NEW ZEALAND WALKWAYS ACT 1990

WHEREAS (1) Te Runanga o Ngati Porou a body corporate (hereinafter called "the Grantor") is registered as proprietor of an estate in fee simple in all that piece of land situated in the Gisborne Land District containing _____ hectares, more or less, being _____ and being all the land comprised and described in Certificate of Title Volume _____ Folio _____ Gisborne Land Registry (hereinafter called "the land").

- (2) The East Coast Conservation Board (hereinafter called "the Board), after consultation with the Grantor, considers that part of the land should be made available for use by the public as a walkway for the purposes of the New Zealand Walkways Act 1990.
- (3) The Board, pursuant to the power conferred in that behalf by subsection (1) of Section 8 of the New Zealand Walkways Act 1990, has requested the Director General of Conservation ("the Director General") to treat and agree in the name and on behalf of HER MAJESTY THE QUEEN (hereinafter called "the Crown") for the gift of an easement over the land.
- (4) The Grantor and the Minister of Conservation have agreed that Hikurangi Maunga, being included within the land, shall be protected by a conservation covenant pursuant to section 77 of the Reserves Act 1977.
- (5) The Grantor has agreed to give and grant an easement together with the additional rights hereinafter appearing for the purpose of allowing convenient foot access to the public from public road in Tapuaerua Valley to the boundary of the covenanted area.

NOW THIS TRANSFER WITNESSES that in consideration of the premises the Grantor DOES HEREBY TRANSFER AND GRANT unto the Crown a full, free, uninterrupted and unrestricted right, liberty and privilege from time to time and at all times for any member of the public at their will and pleasure to go, pass and repass on foot over and along the right of way (hereinafter called "the walkway") shown and marked _____ on _____ TO THE END AND INTENT that the walkway shall be utilised in perpetuity from and including the _____ day of _____ subject to the said rights as and in the nature of an easement in gross for the purposes of the New Zealand Walkways Act 1990.

AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

1. THAT the Crown will from time to time repair all damage that may be caused by the negligent or improper exercise of this easement or of any right or power conferred on the Crown by these presents.
2. THAT the Crown shall have the right to improve the walkway in any manner that the Crown shall deem expedient. Provided that any such improvement shall not interfere with the Grantor's farming on the land or damage the land in any way.
3. THAT the Crown may erect and display suitable signs and warning notices to do all things necessary to protect the safety of the public and the property of the Grantor.

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- 4. THAT the Crown may, for the purposes of inspecting or carrying out work required for developing, improving or maintaining the walkway or any extension, addition to or continuation of the walkway, or any adjoining land in which it holds interest, cause its servants, agents, workmen or contractors to proceed along the walkway by vehicular or other means of transport.
- 5. THAT the rights hereby granted are expressly declared to be in the nature of an easement in gross but the Crown shall not assign or otherwise dispose thereof without the consent in writing of the Grantor first had and obtained.
- 6. THAT if the Crown shall make default in performance or observance of any of the covenants, conditions or provisos herein expressed or implied and on the part of the Crown to be observed or performed and shall fail to remedy in such reasonable period as may be specified in any written notice given to the Director-General, then the Grantor may by notice in writing to the Director-General determine these presents and thereupon all the rights of the Crown shall absolutely cease and determine but without prejudice to the right of the Grantor to damages for any antecedent breach of the said covenants, conditions or provisos.
- 7. THAT all powers, rights and authority vested in the Crown by this grant of easement may be exercised by the East Coast Regional Conservator for the Department of Conservation and any notice, consent, approval to be given to or served upon the Crown by the Grantor shall be deemed to have been duly given or served if signed and delivered to or sent in a prepaid letter to the Regional Conservator or to any other person, body or corporation in whom the control of the walkway may from time to time be vested.
- 8. THAT camping shall be prohibited on or adjacent to the walkway.

THE CROWN does hereby accept this easement and acknowledge that the rights hereby granted shall be held for the purposes of the New Zealand Walkways Act 1990 and subject to the conditions, restrictions and covenants set forth above.

IN WITNESS WHEREOF these presents have been executed this day of

THE COMMON SEAL of Te Runanga o Ngati Porou)
 was hereunto affixed in the presence of:) _____

(Handwritten signatures and initials)

HB

00092

MEMORANDUM OF TRANSFER
(EASEMENT IN GROSS)

TRANSFEROR: Te Runanga O Ngati Porou

TRANSFeree: Her Majesty the Queen