



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 455475
Land Registration District Marlborough
Date Issued 17 November 2008

Prior References
MBPR4A/197

Estate	Fee Simple
Area	9.7655 hectares more or less
Legal Description	Part Mangamaunu No 2 A Section No 10 Block and Part Mangamaunu No 2 A Section No 10 Block

Proprietors

Ngapuoterangi Haeata and Rangipai Haeata and Maikara McArdell and Leighton Hale and Ra Te Whaiti and Waimatau Matemoana Murray as trustees

Interests

120828.1 ORDER OF THE MAORI LAND COURT DETERMINING THE STATUS OF THE WITHIN LAND TO BE MAORI FREEHOLD LAND - 21.8.1984 AT 9.00 AM

179741 Conservation Covenant pursuant to Section 77A Reserves Act 1977 affecting part of the within land marked B on DP 8776 - 16.5.1995 at 12.55 pm

Appurtenant hereto are rights of way created by Transfer 182545 - 16.11.1995 at 1.27 pm

Identifier

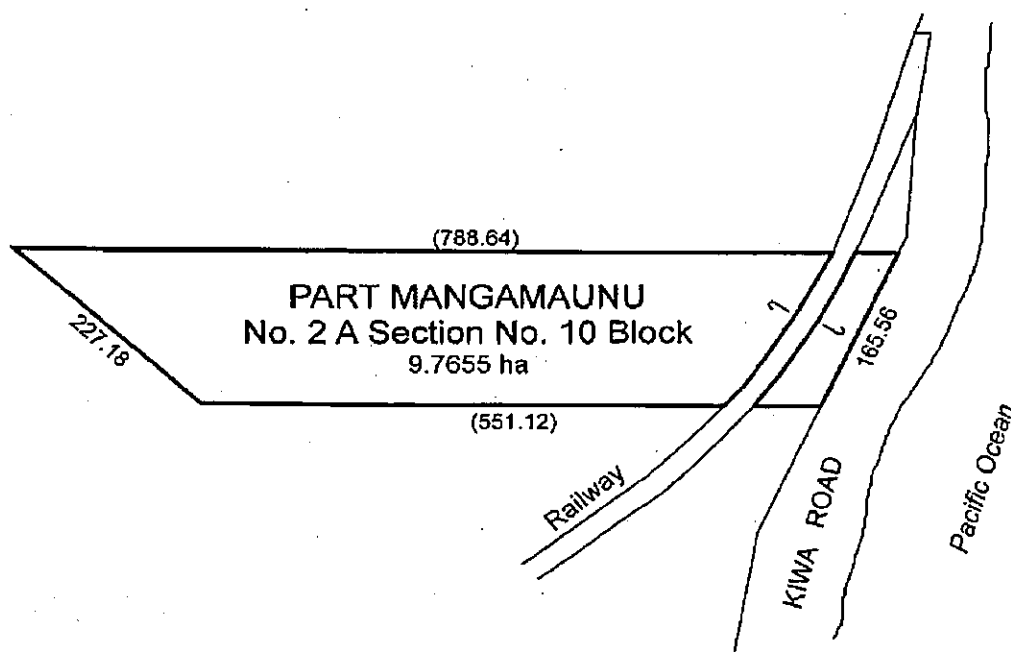
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Title Diagram CFR 45547

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ML 774

NGA WHENUA RAHUI KAWENATA(Section 77A Reserve Act 1977)

THIS DEED made the 25th day of November 1994

BETWEEN LEIGHTON HALE, NGAPUOTERANGI HAEATA, RANGIPAI HAEATA, all of Masterton, MAIKARA MCARDELL of Greytown, RA TE WHAITI of Upper Hutt and WAIMATAU MATEMOANA MURRAY of Turakina (herein after referred to as "the Landowner") of the one part AND THE MINISTER OF CONSERVATION ("the Minister") of the other part.

WHEREAS:

- A The Landholder is registered as proprietor of the land described in Schedule B hereto a portion of which consists of an area of coastal forest with a significant component of black maire (the only example of such a forest in the Kaikoura coast) to be known as KARAREA.
- B The Minister is satisfied that the portion of land shown marked 'B' on DP 8776 and outlined in green on the plan attached ("the land") should be managed for reserve purposes so as to preserve and protect the natural and historic values of the land and the spiritual and cultural values which Maori associate with the land.
- C The Minister has agreed with the Landowner to exercise a Nga Whenua Rahui Kawenata to provide for the management of the land in a manner that will achieve the purposes described in recital B above.
- D The parties have agreed that the land be managed with the following objectives:
 - (i) Protecting and enhancing the natural character of the land with particular regard to the indigenous native flora and fauna, their diverse communities and their interactions with the environment that supports them;
 - (ii) Protecting the land as an area representative of a significant part of the natural ecological character of the Kowhai Ecological District;
 - (iii) Protecting and enhancing the cultural and spiritual values associated with the land;
 - (iv) Embodying the principles of a working relationship between the Crown and the tangata whenua emphasising the manawhenua of the Landowner.
 - (v) Protecting the historic, archaeological and educational values associated with the land;
 - (vi) Maintaining the landscape amenity values of the land;
 - (vii) Provided always that the Landholder retains the freedom to be able to gather, in accordance with any other relevant Acts and Regulations, on a sustainable basis, materials of cultural, medicinal or food value and so be able to maintain their Manawhenua.

NOW THEREFORE THIS DEED WITNESSES that in accordance with Section 77A of the Reserves Act 1977, the Landholder and the Minister MUTUALLY AGREE that the land shall be managed for the purposes and objectives listed in schedule A so as to achieve the purposes and objectives listed in recital B and D above.

SCHEDULE A

CONDITIONS

1. THE land shall be preserved as far as possible in its natural state.
2. THE Landholder will, subject to the consent of the Kaikoura Field Centre Manager of the Department of Conservation, acting as the landholder's agent, permit members of the public reasonable access onto the land for purposes consistent with the objectives of this Deed.
3. THE Minister will, in the event of wildfire upon or threatening the land, render assistance to the Landholder in suppressing the fire. The assistance will be at no cost to the Landholder; unless the Landholder 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.
4. THE Minister may:
 - (a) Provide to the Landholder from time to time, and at any time upon request by the Landholder, such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.
 - (b) Prepare, in consultation with the Landholder, a joint plan for the management of the land designed to implement the objectives of this Deed to the mutual satisfaction of the parties. Such management plan to include control of weeds, pests, replanting, inspection of the condition of the forest and maintenance of fencing.
5. THE Minister shall, with the consent of the owners and at his expense, do such things and take such steps which he considers necessary or desirable for the beneficial management and preservation of the land as may be outlined in any approved joint plan of management for the land.
6. THE Minister will keep all fences and gates now erected or which may hereafter be erected on the boundaries of the land to protect the forest in good repair, order and condition.
7. THE Landholder shall notify the Minister of any intention to prospect or mine the land for mineral, coal or other deposit and shall not proceed nor signify any consent without the written permission of the Minister.

8. THE Landholder shall observe the provisions of Sections 93 to 105 of the Reserves Act 1977 as if the land were a public reserve.
9. THE Landholder grants to the Minister and any officer or duly authorised agent of the Minister a right of access onto the land for the purpose of examining and recording the condition of the land or for carrying out protection or maintenance work on the land consistent with the objectives set out in this Deed; however, in exercising this right, the Ministers and officers or agents of the Minister will consult with the Landholder in advance and have regard to all reasonable requests.
10. 10.1 The Landholder will not carry out, nor allow to be carried out, without the Ministers prior approval:
 - (a) The erection of any fence, building, structure or other improvements on the land whether for the Landholder's purposes or for other private or public purposes.
 - (b) Any burning, topdressing, planting, clearing or removal of native vegetation, or the sowing of exotic seed on the land.
 - (c) Any cultivation, earthworks or other soil disturbance on the land.
 - (d) Any accumulation of rubbish or material which is unsightly or otherwise on the land.

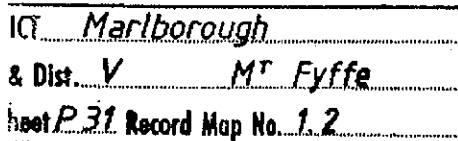
10.2 The Minister will have regard to the objectives of this Deed when considering any request for approval under this Clause, and will not unreasonably decline approval.
11.
 - (a) Subject only to any review carried out in accordance with this Clause, the covenants contained in this Deed shall bind the Minister and the Landowner's successors and assigns in perpetuity and shall bind any lessee for the term of any lease.
 - (b) The Landowner and the Minister, while recognising their mutual intention that this Deed shall continue in perpetuity, shall review the objectives, conditions and continuance of this Deed at successive intervals of twenty five (25) years from the date of execution.
 - (c) On any review of this Deed, the parties may mutually agree to vary this Deed.
 - (d) The parties agree that in reviewing the objectives, conditions and continuance of this Deed under this Clause, the Minister shall have regard to the manawhenua of the Landowner.
 - (e) Notwithstanding Clause 11(b) above and the mutual intention therein expressed on any review of the Deed, the Landowner may terminate this deed by giving at least six months written notice to the Minister of the intention to terminate and upon receipt of such notice by the Minister, this Deed shall have no force and effect.
12. ON execution of this Deed the Minister will, at the expense of the Crown, cause a notification of this Nga Whenua Rahui Kawenata to be recorded against the title to the Land as provided for in Section 77A of the Reserves Act 1977.

13. EACH of the parties hereby undertakes, when called upon, to forthwith do all such acts, matters and things, and to promptly endeavour to obtain all necessary consents and to execute all such documents as are required to deposit any plan of the land or register the easement of right of way.
14. FOR the avoidance of doubt:
- (a) The Landholder will not be personally liable in damages for any breach of agreement committed, after he/she/it has parted with all interest in the land if such a breach occurs.
 - (b) Where there is more than one owner of the fee simple title to the land, the agreements contained in this Deed shall bind owner jointly and severally.
 - (c) If the Landholder is a company, the covenants contained in this Deed shall bind a receiver, liquidator, statutory manager or statutory receiver. This Deed binds a mortgagee in possession.
 - (d) The reference to any Act in this Deed extends to and includes any amendment to, or re-enactment of that Act.
 - (e) Any notice required to be given to the Landholder in terms of this Deed will 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 sent by post or delivered to the residential address of the Landholder or the Landholder's solicitor.
 - (f) Any consent, authorisation, approval or notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator, Department of Conservation, Nelson. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Regional Conservator, Department of Conservation, Nelson.
 - (g) Any dispute which arises between the Landholder 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 B

part 1

9.7655 hectares, more or less, being ^{part 1} Section 10 of Mangamenu Maori Block 2A, Mt Fyffe Survey District. All Provisional Certificate of Title 4A/197.

TRANSPORT IN AN
XIBLE TUBE

W.A. ROBERTSON, DIRECTOR GENERAL SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND REVENUE

SIGNED for and on behalf of the
Minister of Conservation by
HUGH FRANCIS MALCOLM LOGAN
Regional Conservator, Nelson/Marlborough
Conservancy, Department of Conservation,
pursuant to Section 117 of the Reserves
Act 1977, in the presence of:

AM. Logan

LEIGHTON HALE
in the presence of: *R. H. W. W.*

102. South RD. Masterton

102 South R.D. Masterton.

2 M/L.

Cyapno torongi H.
~~H. C. Haast~~

B.P.M. Date. 12. 4.

Dated at Christchurch this 21st day of December 1994

Deputy / Registrar

SIGNED by the said
RANGIPAI HAEATA.
in the presence of:

R. H. Haeata

) Rangipai Haeata

Perri Hamana Wark. J.P.

Social Worker.

102 South Rd. Masterton.

SIGNED by the said
MAIKARA MCARDELL
in the presence of:

) Mr Mc Ardell

W. H. Thompson (J.P.)

10 Wood Street

Greytown

SIGNED by the said
RA TE WHAITI
in the presence of:

) *R. J. Whitte*

W. H. H. H.

Trial Officer, Public Trial Officer

Upper Hut.

SIGNED by the said
WAIMATAU MATEMOANA MURRAY
in the presence of:

) *W. H. Murray*

R. C. Major J.P.

Levakiina.

Correct for the purposes of the
Land Transfer Act 1952

P. N. Ru Hledge
Regional Solicitor.
Department of Conservation.
Solicitor for the Minister of Conservation

1. D. S. 1. a. m.
12. 12. 12.

