

Tutae-Ka-Wetoweto Forest Bill

Government Bill

Explanatory note

General policy statement

The purpose of this Bill is to—

- authorise, validate, and implement the deed dated 9 October 1999 and the deed of covenant dated 9 October 1999 between Rakiura Maori Land Trust and the Crown in relation to the Tutae-Ka-Wetoweto Forest:
- provide for management of the Forest for conservation, preservation, and protection purposes in accordance with the deed of covenant:
- to exempt from income tax the payment of any money under the deed.

Clause by clause analysis

Clause 1 is the Title clause.

Clause 2 is the commencement clause. The Bill comes into force on **9 October 2001**.

Clause 3 provides that the purpose of the Bill is to give effect to certain provisions of the deed dated 9 October 1999 (the **deed**) and the deed of covenant dated 9 October 1999 (the **deed of covenant**) entered into by Rakiura Maori Land Trust and the Crown in relation to the Tutae-Ka-Wetoweto Forest (the **Forest**). The deed of covenant is set out in *Schedule 1*.

Clause 4 provides that the Bill must be interpreted in a manner that best furthers the agreements expressed in the deed and the deed of covenant.

Clause 5 defines certain terms used in the Bill.

Clause 6 provides that the Bill binds the Crown.

Clause 7 validates the deed and the deed of covenant.

Clause 8 validates the actions of Rakiura and the Crown before the commencement of the Bill.

Clause 9 provides for registration of the deed of covenant against the land descriptions of the Forest.

Clause 10 exempts Rakiura from paying any income tax on the payment of any money under the deed.

Clause 11 provides that Rakiura must manage the Forest in accordance with the deed of covenant.

Clause 12 provides that the Forest is deemed to be land forming a national park within the meaning of the National Parks Act 1980 for the purposes of Part 1 of the First Schedule of the Rating Powers Act 1988. This means that the Forest will, except for certain rates, be treated as a non-rateable property.

Clause 13 provides that, while the deed of covenant remains in force, certain provisions of the Reserves Act 1977 apply to the Forest as if it were a reserve or national park under those Acts.

Clause 14 inserts a reference to the Bill in the list of Acts administered by the Department of Conservation that is set out in the First Schedule of the Conservation Act 1987.

Hon Sandra Lee

Tutae-Ka-Wetoweto Forest Bill

Government Bill

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Schedule 1
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Preamble

- (1) Rakiura Maori Land Trust is an ahu whenua trust established under Te Ture Whenua Maori Act 1993 in respect of the sections of blocks IX and X Lords River Survey District that contain the Tutae-Ka-Wetoweto Forest: 5
- (2) Rakiura is the kaitiaki and registered proprietor of the Forest:
- (3) Members of Rakiura are the tangata whenua and beneficial owners of the Forest, with full rights of ownership, possession, and use of the Forest:
- (4) The Forest contains virgin indigenous timber, vegetation, and wildlife which Rakiura wish to preserve and protect not only for their own benefit but also for the benefit of the New Zealand public: 10
- (5) By a deed dated 9 October 1999, the Crown and Rakiura have agreed, among other things,— 15
 - (a) that Rakiura will continue to be the kaitiaki and registered proprietor of the Forest; and

- (b) that Rakiura members will continue to be the beneficial owners of the Forest; and
 - (c) that Rakiura members will continue to have full rights of ownership, possession, and use of the Forest; and
 - (d) that upon payment by the Crown of valuable consideration Rakiura will enter into a deed of covenant to preserve and protect the Forest in perpetuity; and 5
 - (e) that despite its rights to undisturbed possession and enjoyment of the Forest, Rakiura will allow controlled public access to the Forest; and 10
 - (f) that the Crown will not seek to acquire title or possession of the Forest; and
 - (g) that Rakiura will not manage or use the Forest for any purpose inconsistent with the deed of covenant; and
 - (h) that the Crown will introduce legislation to ensure that Rakiura does not incur any liability for income tax arising out of the payment of money as provided for in the deed: 15
- (6) By a deed of covenant dated 9 October 1999, the Crown and Rakiura agreed that Rakiura would manage the Forest in perpetuity, in accordance with the covenant,— 20
- (a) to preserve the natural environment, landscape, amenities, wildlife, freshwater, and historic values of the Forest; and
 - (b) to recognise that the Forest contains scenery of such distinctive quality, and ecological systems and natural features so beautiful, unique, or scientifically important that the Forest should be preserved in perpetuity for its intrinsic worth and for the benefit, use, and enjoyment of not only members of Rakiura, but also the wider public, as if it were a national park held and administered under the National Parks Act 1980; and 30
 - (c) to provide, subject to a management plan to be prepared under the deed of covenant, freedom of access to the Forest for the New Zealand public: 35

The Parliament of New Zealand therefore enacts as follows:

1 Title

This Act is the Tutae-Ka-Wetoweto Forest Act **2000**.

- 2 Commencement**
This Act comes into force on **9 October 2001**.
- 3 Purpose**
The purpose of this Act is to give effect to certain provisions of the following deeds entered into by the Rakiura Maori Land Trust and the Crown relating to the Tutae-Ka-Wetoweto Forest: 5
- (a) the deed dated 9 October 1999; and
(b) the deed of covenant dated 9 October 1999.
- 4 Interpretation of Act generally** 10
Parliament intends the provisions of this Act to be interpreted in a manner that best furthers the agreements expressed in the deed and the deed of covenant.
- 5 Interpretation** 15
In this Act, unless the context otherwise requires,—
- deed** means the deed dated 9 October 1999 and entered into by Rakiura and the Crown; and includes any amendments to the deed
- deed of covenant** means the conservation covenant dated 9 October 1999 and entered into by Rakiura and the Crown, a copy of which is set out in **Schedule 2**; and includes any amendments to the covenant 20
- Forest** means the Tutae-Ka-Wetoweto Forest comprising the land described in **Schedule 1**
- Minister** means the Minister of Conservation 25
- orders** means the order of the Maori Land Court dated 24 February 1998 establishing Rakiura as an ahu whenua trust and the order dated 13 July 1999 varying that order
- Rakiura** means the Rakiura Maori Land Trust.
- 6 Act to bind the Crown** 30
This Act binds the Crown.
- 7 Validity of deed and deed of covenant**
- (1) The deed and the deed of covenant are deemed to be and to have always been valid and effective.

- (2) This section applies despite any other enactment or rule of law.

Compare: 1997 No 84 s 15

8 Validity of certain actions of the Crown and Rakiura before commencement of this Act

- (1) This section applies to anything done by the Crown or Rakiura before the commencement of this Act that would have been lawful had this Act been in force. 5
- (2) Anything to which this section applies is deemed to be and to have always been lawful.
- (3) This section applies despite any other enactment or rule of law. 10

Compare: 1997 No 84 s 17

9 Registration of deed of covenant

- (1) The Registrar of the Maori Land Court must, without fee, on the application of any person authorised in writing by the Minister or Rakiura register the deed of covenant and any amendment to the deed of covenant against the land described in **Schedule 1**. 15
- (2) Every covenant contained in the deed of covenant runs with and binds the land that is subject to the covenant and is deemed to be an interest in the land for the purposes of Te Ture Whenua Maori Act 1993. 20

Compare: 1997 No 84 s 11

10 Exemption from income tax

Any money paid to Rakiura under the deed is exempt income for the purposes of the Income Tax Act 1994.

11 Rakiura must manage forest in accordance with deed of covenant 25

Rakiura must manage the Forest—

- (a) in accordance with clauses 3 and 4 of the deed of covenant; and
- (b) in accordance with the management plan prepared under clause 6 of the deed of covenant. 30

12 Forest not to be treated as rateable property for purposes of Rating Powers Act 1988

For the purposes of clause 3 of Part 1 of the First Schedule of the Rating Powers Act 1988, the Forest is to be treated as if it were land forming a national park within the meaning of the National Parks Act 1980. 5

Compare: 1997 No 84 s 14

13 Enforcement

- (1) This section applies while the deed of covenant is in force.
- (2) Sections 93 to 100, 101, and 102(3) to 105 of the Reserves Act 1977 apply to the Forest as if it were a reserve under that Act. 10
- (3) **Subsection (2)** applies subject to the terms and conditions of the deed of covenant.
- (4) A reference in any provision referred to in **subsection (2)** to a conservation management plan is to be read as if it were a reference to the management plan prepared under clause 6 of the deed of covenant. 15

14 Amendment to Conservation Act 1987

The First Schedule of the Conservation Act 1987 is amended by inserting, in its appropriate alphabetical order, the item “The Tutae-Ka-Wetoweto Forest Act **2000**”. 20

Compare: 1997 No 84 s 18

s 5

Schedule 1 Tutae-Ka-Wetoweto Forest Land

The following pieces of land are situated in the Lords River Survey District in the Southland Land District

All that land containing 3515.0946 hectares described as:	5
Lords River, Block IX, Section 1	
Lords River, Block IX, Section 2	
Lords River, Block IX, Section 3	
Lords River, Block IX, Section 4	
Lords River, Block IX, Section 5	10
Lords River, Block IX, Section 6	
Lords River, Block IX, Section 7	
Lords River, Block IX, Section 8	
Lords River, Block IX, Section 9	
Lords River, Block IX, Section 10	15
Lords River, Block IX, Section 11	
Lords River, Block IX, Section 12	
Lords River, Block IX, Section 13	
Lords River, Block IX, Section 14	
Lords River, Block IX, Section 15	20
Lords River, Block IX, Section 16	
Lords River, Block IX, Section 17	
Lords River, Block X, Section 1	
Lords River, Block X, Section 2	
Lords River, Block X, Section 3	25
Lords River, Block X, Section 4	
Lords River, Block X, Section 5	
Lords River, Block X, Section 6	
Lords River, Block X, Section 7	
Lords River, Block X, Section 8	30
Lords River, Block X, Section 9	
Lords River, Block X, Section 10	
Lords River, Block X, Section 11	

Lords River, Block X, Section 12

Lords River, Block X, Section 13

Lords River, Block X, Section 14

s 5

Schedule 2
Conservation Covenant
Section 77, Reserves Act 1977

THIS DEED OF COVENANT is made between **RAKIURA MAORI LAND TRUST** ("Rakiura) of the First Part

AND

THE MINISTER OF CONSERVATION ("the Minister") of the Other Part

WHEREAS

- A.** Rakiura Maori Land Trust (Rakiura) is an ahu whenua trust in respect of each section of Blocks IX and X Lords River survey district established under Te Ture Whenua Maori Land Act 1993 by order of the Maori Land Court dated 24 February 1998 and varied by a further Order of the Maori Land Court dated 13 July 1999.
- B.** Rakiura is the kaitiaki and registered proprietor of the SILNA Sections.
- C.** Members of Rakiura are the tangata whenua and beneficial owners with full rights of ownership, possession and use of the SILNA Sections.
- D.** The SILNA Sections contain virgin indigenous vegetation and wildlife which Rakiura wish to preserve and protect not only for their own benefit but also for the benefit of the public of New Zealand.
- E.** The parties further acknowledge that the SILNA Sections contain scenery of such distinctive quality, ecological systems or natural features so beautiful and unique or scientifically important that could warrant their preservation for their intrinsic worth and for the shared benefit, use and enjoyment not only by the members of Rakiura but also by the public of New Zealand.
- F.** Rakiura intend to prepare and implement a management plan to manage the SILNA Sections implementing principles for conservation, preservation, protection and management derived from the Reserves Act 1977, the National Parks Act 1980 and the Resource Management Act 1991.

- H.** The SILNA Sections shall be called “Tutae-Ka-Wetoweto Forest”.
- I.** The parties recognise that this Covenant is between principals who have negotiated with authorised mandate, goodwill and mana.
- J.** Rakiura acknowledge that it is consistent with its ownership and mana to recognise its obligations to preserve and protect the land in the manner set out in this Covenant.
- K.** On the date of this Covenant the Crown and Rakiura entered into a Deed whereby Rakiura agreed to enter into this Covenant.

NOW THEREFORE THIS COVENANT WITNESSES that in accordance with section 77 of the Reserves Act 1977 Rakiura and the Minister mutually agree as follows:

1. INTERPRETATION

- 1.1 In this Covenant unless the context other requires:

Covenant means this Deed of Covenant.

Deed means the Deed between the parties executed contemporaneously with this Covenant.

Management Plan or plan means the management plan to be prepared and implemented by Rakiura as described in clause 6 and Schedule 2.

Minister means the Minister of Conservation and includes the Department of Conservation.

SILNA Sections means the land described in Schedule 1 attached to this Covenant of which Rakiura are kaitiaki and registered proprietor and whose members are the tangata whenua and beneficial owners. The SILNA Sections are held by Rakiura as an ahū whenua trust, the trustees of which are Graham Lloyd, Phillip Smith, Richard Manning, Tina Nixon, Alan Groves, Adrian Hart and Rewi Anglem.

Weeds and pests includes noxious, troublesome or adventitious plants, trees or other vegetation, animals or pests.

- 1.2 For avoidance of doubt:
- 1.2.1 The reference to any act in this Covenant extends to and includes any amendment to or substitution of that Act;
 - 1.2.2 Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Covenant;
 - 1.2.3 Words importing the singular number shall include the plural and vice versa;
 - 1.2.4 Reference to parties are reference to parties to this Covenant.
 - 1.2.5 References to clauses are reference to clauses in this Covenant.
 - 1.2.6 References to persons shall be deemed to include references to individuals, companies, corporation, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality.
 - 1.2.7 Expressions defined in the main body of this Covenant bear the defined meaning in the whole of this Covenant including the recitals. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue the parties must have regard to the matters contained in the recitals and in the Heads of Agreement.
 - 1.2.8 Any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
 - 1.2.9 Words importing one gender include the other gender.
 - 1.2.10 The agreements contained in this Covenant bind and benefit the parties and their heirs, executors, successors and assigns in perpetuity and shall bind any lessee of the land for the term of any lease.

1.2.11 Where clauses in this Covenant require further agreement between the parties then such agreement must not be unreasonably withheld.

2. MINISTER'S ACKNOWLEDGEMENT

2.1 The Minister acknowledges that except as agreed in this Covenant:

2.1.1 Rakiura is and continues to be the kaitiaki and registered proprietor of the SILNA Sections.

2.1.2 Rakiura members are and continue to be the tangata whenua and beneficial owners of the SILNA Sections.

2.1.3 Rakiura members have and continue to have full rights of ownership, possession and use of the SILNA Sections.

3. OBJECTIVES OF COVENANT

3.1 The SILNA Sections must be managed so as:

3.1.1 To preserve the natural environment, landscape, amenities, wildlife, freshwater or historic values of the SILNA Sections;

3.1.2 To recognise that the SILNA Sections contain scenery of such distinctive quality, ecological systems or natural features so beautiful, unique or scientifically important that they should be preserved in perpetuity for their intrinsic worth and for the benefit, use and enjoyment of not only of the members of Rakiura but also of the public as if they were a national park is in the national interest.

3.1.3 To provide, subject to the management plan, freedom of access to the public.

3.1.4 Except as provided in clause 4 and in accordance with this Covenant and the management plan Rakiura must manage the SILNA Sections to achieve the objectives set out in this clause.

3.1 As provided in the management plan, Rakiura may in respect of the indigenous vegetation and the land generally continue to exercise their Maori customary rights.

4. IMPLEMENTATION OF OBJECTIVES

- 4.1 Unless agreed in writing by the parties or provided in the management plan, Rakiura must not carry out or permit in relation to or on the SILNA Sections:
- 4.1.1 The grazing of the land by livestock;
 - 4.1.2 Felling, removal or damage of any tree, shrub or other plant on the land;
 - 4.1.3 The planting of any species of tree, shrub or other plant;
 - 4.1.4 Except as provided by the management plan the erection of any fence, building, structure or other improvements whether for the purposes of Rakiura or the Minister or other private or public purpose;
 - 4.1.5 Any burning, top-dressing or sowing of seed;
 - 4.1.6 Any cultivation, earthworks or other soil disturbance;
 - 4.1.7 Any archaeological or other scientific research involving disturbance of the soil.
- 4.2 For avoidance of doubt “livestock” in clause 4.1.1 does not include wild deer.
- 4.3 In continuing to provide public access Rakiura:
- 4.3.1 may, subject to the management plan, require the public to register when entering the SILNA Sections;
 - 4.3.2 must allow the public to walk on the SILNA Sections free of charge;
 - 4.3.3 may, subject to the management plan, charge for the use of facilities or services provided by Rakiura within the SILNA Sections;
 - 4.3.4 may close the SILNA Sections or parts of the SILNA Sections for management or cultural purposes.
- 4.4 Rakiura must:
- 4.4.1 eradicate or control all weeds and pests on the SILNA Sections to the extent required by any enactment;
 - 4.4.2 prevent any wildfire upon or threatening the SILNA Sections and not permit the wildfire to escape;

- 4.4.3 notify the Minister as soon as practical in the event of wildfire threatening land.
- 4.5 Rakiura must comply with all requisite statutes, regulations and bylaws in relation to the SILNA Sections.
- 4.6 Rakiura acknowledges that this Covenant does not affect the Minister's exercise of his powers under the Wild Animal Control Act 1977.
- 4.7 Subject to clause 4.6 Rakiura must control the deer herds on the SILNA Sections by way of hunting.

5. MANAGEMENT

- 5.1 If the Minister at Rakiura's request provides assistance and support to Rakiura in their management of the SILNA Sections Rakiura must manage the SILNA Sections in accordance with this clause.
- 5.2 If requested by Rakiura the Minister may provide Rakiura with assistance and support in management of the SILNA Sections subject to:
 - 5.1.1 the extent of such assistance and support being identified in the management plan;
 - 5.1.2 the Minister agreeing to provide such assistance and support;
 - 5.1.3 any financial, statutory or other constraints which may apply to the Minister from time to time.
- 5.3 Rakiura acknowledges that the Minister has statutory powers, obligations and duties with which he must comply.

6. MANAGEMENT PLAN

- 6.1 Rakiura must prepare the management plan.
- 6.2 If requested by Rakiura, the Minister may, subject to clause 5.2, assist Rakiura in the implementation of any matters identified in the plan as requiring the Minister's assistance.
- 6.3 The management plan must implement the objectives in clause 3 and give effect to clause 4 as set out in Schedule 2.
- 6.4 The management plan may prescribe the responsibilities of the Minister in the management of the SILNA Sections.

- 6.5 The prior agreement of the Minister must be obtained before the Minister becomes responsible for implementation of any provisions of the management plan.
- 6.6 Rakiura and the Minister must jointly monitor the implementation of the management plan.
- 6.7 Rakiura and the Minister may jointly review the management plan at any time and must review the plan in its entirety at intervals of not more than 10 years.

7. JOINT OBLIGATIONS

- 7.1 Subject to the management plan, the Minister may assist Rakiura in the eradication or control of weeds and pests.
- 7.2 The Minister may eradicate or control any weed or pest if the parties agree that a weed or pest poses a threat to the objectives of this Covenant and the management objectives in the management plan.
- 7.3 In the event of wildfire upon or threatening the SILNA Sections the Minister may take any action which he considers appropriate to suppress the fire or to render assistance to Rakiura in suppressing the fire.
- 7.4 For the purposes of the Minister carrying out any obligations under the management plan or for carrying on any protection, fire suppression or maintenance work, Rakiura must permit the Minister, or any officer or duly authorised agent of the Minister, to enter upon the land and allow in perpetuity access to the SILNA Sections for these purposes.
- 7.5 Except in the case of any emergency, the Minister must give reasonable notice to Rakiura of any intention to enter the SILNA Sections and in all circumstances advise Rakiura when entry has taken place.

8. OBLIGATIONS UPON SALE OF THE SILNA SECTIONS

- 8.1 If Rakiura sells, lease or otherwise parts with possession of the SILNA Sections Rakiura must ensure that it obtains the agreement of any purchaser, lessee or assignee to comply with the terms of this Covenant, including any agreement by the purchaser or assignee to ensure that upon any subsequent sale or assignment (whether by sale, lease or otherwise) any

subsequent purchaser, lessee or assignee must also comply with the terms of this Covenant including this clause.

- 8.2 If, for any reason, this Covenant is unregistered and Rakiura fails to obtain the agreement of any purchaser, lessee or assignee to comply with the terms of this Covenant as set out in clause 6.5 Rakiura shall continue to be liable in damages for any breach of Covenant committed after it has parted with all interest in the SILNA Sections in respect which such breach has occurred.

9. DURATION OF COVENANT

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

10. MISCELLANEOUS MATTERS

- 10.1 **Rights:** the rights hereby granted are expressly declared to be in the nature of a Covenant in Gross.
- 10.2 **Trespass Act:** except as provided in this Covenant, the Covenant does not diminish or affect the rights of Rakiura to exercise the rights of a landowner under the Trespass Act 1980 or any other statute or generally at law or otherwise. For avoidance of doubt these rights may be exercised by Rakiura if Rakiura reasonably considers that a person has breached the rights and/or restrictions of access conferred by this Covenant.
- 10.3 While this Covenant remains in force and subject to the terms and conditions set out in this Covenant, sections 95 to 105 of the Reserves Act 1977 as far as they are applicable and with necessary modifications shall apply to the SILNA Sections as if the SILNA Sections were a reserve.
- 10.4 **Registration and titles:** this Covenant shall be signed by both parties and shall be registered against the certificate(s) of title and that Rakiura shall undertake all reasonable endeavours to make available to the Crown the certificates of title to the SILNA Sections. If Rakiura cannot produce any certificate of title it shall, at its own expense, obtain a duplicate of such a certificate of title. The Crown shall then, at its expense, register this Covenant on the certificates of title to the SILNA Sections.

10.5 **The SILNA Sections** shall be known as Tutae-Ka-Wetoweto Forest.

10.6 **Acceptance of Covenant:** until this Covenant is registered and until the legislation referred to in clause 4 of the DEED is enacted, the parties agree to be bound by the provisions of the Covenant.

11. NOTICES

11.1 Any notice required to be given under this Covenant should 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.

11.2 Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Director-General of Conservation, Wellington. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for time being of the Director-General of Conservation at Wellington.

11.3 Any notice required to be given by Rakiura shall be sufficiently given if it is signed by the current Chairman of Rakiura or all the current trustees of Rakiura.

11.4 Any notice required to be served on Rakiura shall be sufficiently served if delivered to their current registered office at 88 Gore Street, Bluff.

11.5 Rakiura must on execution advise the Minister of the details of the current Chairman, trustees and registered office and must also advise the Minister immediately of any change of Chairman, trustees or registered office.

12. DEFAULT

12.1 Where there is any breach of any agreement contained in this Covenant by either party then the other party 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 the party responsible for the breach as a debt due all costs incurred by the other party as a result of remedying such a breach or preventing further damage.

12.2 Should either party to this Covenant become of the reasonable view that the other party (the “defaulting party”) has defaulted in performance of or observance of any of its obligations under this Covenant then party (the “notifying party”) may by written notice:

12.2.1 Advise the defaulting party of the default;

12.2.2 State the action reasonably required of the defaulting party to perform in accordance with this Covenant; and

12.2.3 State a reasonable period within which the defaulting party must take action to remedy the breach.

13. DISPUTE RESOLUTION PROCESSES

13.1 **Resolve by managers:** If the defaulting party fails to take the requisite actions required within the time required in the notice under clause 12.2 or if the defaulting party disputes the notice or any aspect of it; or any other dispute arising in connection with this Covenant and the rights and obligations contained herein; then the parties agree to make efforts to resolve the issues through negotiation between representatives with managerial responsibility on behalf of each party.

13.2 **Resolve by the Minister and Chairperson:** In the event a resolution is not agreed within one month of the date given in clause 12.2.3 then the matter will be referred directly to the Chairperson of Rakiura and to the Minister for the time being on behalf of the Crown for negotiation and/or resolution.

13.3 **Mediation:** If a resolution contemplated by the process provided in clause 13.2 is not agreed within (3 months) of the date given in clause 12.2.3 then the matter will be referred to formal mediation by the parties with a mediator agreed between them. Failing agreement between the parties as to an agreed mediator then such will be appointed by the President of the New Zealand Law Society.

13.4 **Failure of mediation:** In the event that the matter is not resolved by mediation within nine months of the date referred to in clause 12.2.3 then the parties agree that the provisions of the Arbitration Act 1996 shall apply. The parties further agree that the result of arbitration shall be binding upon the parties.

Schedule 1
Descriptions of Silna Sections

[Schedule 1 of the Deed of Covenant has been omitted. That Schedule contains a description of the land comprising Tutae-Ka-Wetoweto Forest. A description of the land is set out in Schedule 1 of this Act.]

Schedule 2 Management Plan

The management plan shall:

- Describe the land (ie resources on land, geological features, habitats, wildlife, wild animals)
- Describe current uses of land
- Identify and discuss management issues
- Identify existing customary use rights
- Set out the contents of plan
- Provide a process for plan
- Provide for the approval of the plan
- Review/amendment of the plan
- Provide for monitoring of plan
- Provide objectives, policies and implementations for management and may include (but is not limited to) management objectives for one or more of the following:
 - Identification of the responsibilities of the parties (ie what Rakiura will undertake and what the Minister will undertake)
 - Protection of customary use rights
 - Conditions Relating to Public Access including:
 - Free access to tracks
 - The registration system for entering the SILNA Sections
 - Any conditions which may relate to entry (ie visitor entry – tramping, walking, hunting, fishing)
 - Details of facilities and services which are available
 - Details of charges for facilities or services, who receives the charges, and who enforces and collects the charges
 - Conditions for deer hunting
 - Whether animals, guns, vehicles can be brought on to the land and if so on what conditions
 - Closure for management and cultural reasons

**WITNESS WHEREOF THIS COVENANT HAS BEEN
EXECUTED** this 9th day of October 1999

SIGNED by **GRAHAM LLOYD** a trustee of
RAKIURA MAORI LAND TRUST } Graham Lloyd

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **PHILLIP SMITH** a trustee of
RAKIURA MAORI LAND TRUST } Phillip Smith

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **RICHARD MANNING** a
trustee of **RAKIURA MAORI LAND
TRUST** } Richard Manning

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **TINA NIXON** a trustee of
RAKIURA MAORI LAND TRUST } Tina Nixon

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **ALAN GROVES** a trustee of
RAKIURA MAORI LAND TRUST } Alan Groves

in the presence of:

Witness: Sam Burrige

Occupation: Director

Address: 2 Latimer Sq Chch

SIGNED by **ADRIAN HART** a trustee of
RAKIURA MAORI LAND TRUST }

in the presence of:

Witness:

Occupation:

Address:

SIGNED by **REWI ANGLEM** a trustee of
RAKIURA MAORI LAND TRUST

in the presence of:

Witness: Sam Burridge

Occupation: Director

Address: 2 Latimer Sq Chch

} Rewi Anglem

SIGNED by the Honourable Dr **NICOLAS
REX SMITH**, Minister of Conservation on
behalf of the Crown and in the presence of:

Witness: B J Ford JP

Occupation: Skipper

Address: 5 Argyle Street Stewart Island

} Dr Nicolas Rex Smith