

**Te Wai-Komaru  
Conservation Covenant**  
(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this *18<sup>th</sup>* day of *May* 2009

BETWEEN

NEW ZEALAND FORESTRY GROUP LIMITED (the Owner)

AND

MINISTER OF CONSERVATION (the Minister)

**BACKGROUND**

- A. The Owner is the registered proprietor of the Land.
- B. The Land contains Reserve Values.
- C. The parties agree that:
- (i) the Land should be managed so as to preserve the Reserve Values; and
  - (ii) such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D. The Owner has 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 the Minister agree as follows:

**1 INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- |                    |   |
|--------------------|---|
| “Act”              | means the Reserves Act 1977.                                  |
| “Covenant”         | means this Deed of Covenant made under section 77 of the Act. |
| “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 <b>Land</b> described in Schedule 1.
“Minister”	means the Minister of Conservation.
“Minerals”	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
“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.
“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.
“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 located.

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 OBJECTIVE 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, 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 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, 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 any stream, river, pond marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the 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 must:

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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

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 onto 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 the Fences on the boundary of the Land in good order and condition and notwithstanding clause 3.1.4, must rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.
- 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3 and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
- (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
- (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
- (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).
- 3.5 The proportionate share payable by the Minister under clause 3.4 is to be calculated having regard to the purpose of any expenditure with the intent that:
- (a) expenditure essentially for conservation purposes only will be borne by the Minister;
- (b) expenditure essentially for farming purposes only will be borne by the Owner;
- (c) where the expenditure is partly for conservation purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 12.

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

##### 4.1 The Minister must:

- 4.1.1 have regard to the objective 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 person referred to in clause 3.2.5 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 meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 4.2.2 prepare, on consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1

#### 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 objective set out in clause 2.

#### 6 DURATION OF COVENANT

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

#### 7 OBLIGATIONS ON SALE OF LAND

- 7.1 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.
- 7.2 Such agreement must also include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, the subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 7.3 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.

## 8 CONSENTS

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

## 9 MISCELLANEOUS MATTERS

### 9.1 Rights

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

### 9.2 Trespass Act:

9.2.1 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;

9.2.2 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.

### 9.3 Reserves Act

9.3.1 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.

### 9.4 Title

9.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

### 9.5 Acceptance of Covenant

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

### 9.6 Fire

9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forests and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.

9.6.2 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:

9.6.2.1 requested to do so; or

9.6.2.2 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.

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

## 10 DEFAULT

- 10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 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
- 10.1.2 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.
- 10.2 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, advise the defaulting party of the default.
- 10.2.1 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 10.2.2 state a reasonable period within which the defaulting party must take action to remedy the default.

## 11 DISPUTE RESOLUTION PROCESSES

- 11.1 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.
- 11.2 **Mediation**
- 11.2.1 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;
- 11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.
- 11.3 **Failure of Mediation**
- 11.3.1 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;

*WR*

11.3.2 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 District Law Society in the region in which the Land is situated;

11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties

## 12 NOTICES

12.1 A 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.

12.2 A notice given in accordance with clause 11.1 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.

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

## 13 SPECIAL CONDITIONS

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

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



Executed as a Deed

Signed by:



Wesley Thomas GARRATT  
Director  
New Zealand Forestry Group Limited

in the presence of :

Witness signature: Ann Wilson

Witness name (print): ANN WILSON

Address : AUCKLAND

Occupation: SECRETARY

Signed by

Ben Reddiex

**BEN REDDIEX**  
Conservation Support Manager  
Department of Conservation  
Wellington

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: David Bishop

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

Occupation: DAVID BISHOP  
Community Relations Officer  
(Statutory Land Management/Concession)  
Department of Conservation  
Wellington Conservancy

## SCHEDULE 1

**Description of Land:**

57.83 hectare more or less as surveyed, being part of Lot 21, DP 414390 within Computer Freehold Register 453966 marked 21A and 21B.

**Reserve Values of Land to be Protected:**

- (i) To ensure, as far as possible, the survival of all indigenous species of flora and fauna, both rare and commonplace, that occurs in their natural communities and habitats on the land including the area of coastal scarp being a grey scrub vegetation association, and dune ecosystems.
- (ii) To preserve the land as a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Cook Strait Ecological District its own recognisable character.
- (iii) To protect the cultural and spiritual values associated with the land and its related water bodies.
- (iv) To protect the historic, archaeological and educational values associated with the land and its related water bodies.

SCHEDULE 2

Address for Service at the date hereof

The address for service of the Owner at the date of signing this Deed of Covenant is:

New Zealand Forestry Group Limited  
P. O. Box 24-475  
Cnr Manukau Road & Chandler Avenue  
Royal Oak  
AUCKLAND 1345

Phone 09-624-6370; Fax 09-624-2789  
E-mail: wes@ssc.co.nz

NB. As Lots 11 and 12 within the subdivision transfer to subsequent Owners, the Minister will use his or her best endeavours to maintain an up-to-date paper record of the ownership of Lots 11 and 12. The record shall be maintained on the DOC file of the covenant.

The address for service of the Minister at the date of signing this Deed of Covenant is:

The Area Manager  
Department of Conservation  
Poneke Area Office  
P O Box 5086  
181 Thorndon Quay  
Thorndon  
WELLINGTON

Phone 04-472-5821; Fax 04-499-0077  
Email: wellingtonco@doc.govt.nz



## SCHEDULE 3

## Special Conditions

1. Further to Background A of this Deed of Covenant, the Owner wishes to record that the eastern part of the Land (described in Schedule 1) is known by local iwi as "Te Wai-komaru" being the site of a former fortified village or pa. This name has been adopted for the Deed of Covenant.
2. Further to Clause 4.2, the Minister may provide specific technical advice, plans for restoration, plans for animal and/or plant pest control, and assistance of a reserve nature to aid in the restoration and management of indigenous plants and animal species on the Land. Specifically, speargrass (*Aciphylla squarrosa*) may be planted inside the boundary line of the Land and transfers of the threatened speargrass weevil (*Lyperobius huttonii*) to this plant may occur, subject to availability of finance and species. Pasture portions of the covenant may be revegetated with suitable indigenous tree and shrub species of the 'grey scrub' coastal community.  
Any actual work to achieve the restoration of the Land may be undertaken either by the Minister or the Owner, in conjunction with members of the Southern Environmental Association (Wellington) Inc, or other groups with an interest in conservation. All such work must be carried out under the oversight of and in accordance with requirements and advice provided in advance by the Minister. Any plants planted on the Land shall be sourced from the nearest practicable naturally growing populations of the ecotypes naturally growing on the site within the genetic ranges of those ecotypes from the North Island part of the Cook Strait Ecological District.
3. Further to Clause 3.2.5, the Minister shall make prior contact of at least 24 hours notice with the Owners before entering the Land.
4. The Owner may, subject to this clause, permit the public to enter upon the land for purposes consistent with the objectives of this Deed on first being given reasonable notice. The Minister shall take reasonable steps to place and maintain signage on the lower boundaries of the Land visible to the public, providing information as to how members of the public may request access to enter the land.  
  
The Owner may:
  - (a) limit access to the land;
  - (b) limit access to specific tracks
  - (c) require the public to register with the Owner when entering the land;
  - (d) charge for the use of facilities or services provided by the Owner.
5. Notwithstanding Schedule 3 Item 4 the Owner with prior agreement of the Minister may decline public access and/or entry for reasonable land management reasons.
6. Notwithstanding Clause 3.4, the Owner and Minister agree that the Land does not need to be fenced on its northern boundaries with the balance of Lots 11 and Lot 12 (i.e. those parts of Lots 11 and 12 not subject to this covenant), but does need to be fenced on the balance of the northern boundary (i.e. where the northern boundary is adjacent to other land) to the extent required by the relevant Wellington City Council Consent Notice under section 221 of the Resource Management Act. Where not fenced, the northern boundary of the Land will be marked by the placement of either a clearly visible strainer post or orange painted warratah or post at all 'change of direction points' of the boundary of the Land. However, the Owner and the Minister shall not remove or damage any part of the

existing fence along the northern boundaries unless it has already fallen into substantial disrepair.

The parties note that the southernmost section of Lot 12 adjacent to the legal road and the south east and west corners of Lot 12 will need to be fenced to the extent required by the relevant Wellington City Council Consent Notice under section 221 of the Resource Management Act, such fencing to be maintained by the Owner.

The costs of any fence erected alongside the public road may be sourced from contestable funds such as Lottery grant schemes, Biodiversity Funding or other sources.

7. Notwithstanding Clause 3.1.4, the Owner shall build, rebuild and maintain external boundary fencing to the extent necessary to keep cattle, sheep and other introduced grazing animals from adjoining properties from entering the Land.
8. Should it be decided to erect a stock proof fence around the Land where practicable to do so in order to protect the reserve values the costs of such fencing will be shared on a 50:50 basis, subject to funding being found by both parties to the Deed. If the fence is significantly damaged or destroyed, the Minister will, subject to finance being available, grant monies to enable the fence to be reinstated. The Owner agrees they will not do or permit anything or undertake or permit any activity which will render the fence inadequate for its purpose.

The cost of replacement of any fence protecting the Land will, subject to finance, be met by the Minister, except where repairs or replacement are required because of the actions of the Owner. In this case the Owner shall be responsible for these repairs or replacement. Should the Minister or his invitees cause actions which require repairs or replacement of the fence, then the Minister shall be responsible for these repairs or replacement.

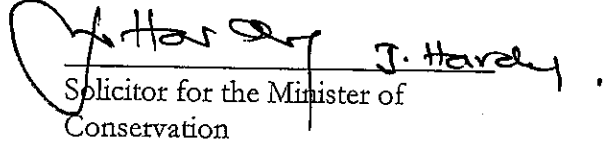
9. The Owner authorises any warranted officer of the Department of Conservation to act as the Owner's agent to:
  - (i) require any member of the public who does anything in breach of the conditions or purposes of this Covenant to leave the Land immediately;
  - (ii) seize any dog, cat or other animal that is on the Land in breach of the conditions or purposes of this Covenant, which shall be impounded pending resolution of the trespass;
  - (iii) destroy any animal defined as a "wild animal" under the Wild Animal Control Act 1977 or defined as a "pest" under the Biosecurity Act 1993 without prejudicing the Owner's responsibilities under clause 3.1.10;
  - (iv) control any weeds or other plants for the purposes of protecting conservation values on the Land without prejudicing the Owner's responsibilities under clauses 3.3.1 and 3.1.10.
10. The Owner must not allow:
  - (i) Exotic animal species (such as cats, mustelids, cattle, goats, pigs or other livestock, pets, exotic birds, fish, or dogs) to enter, graze, feed or otherwise be present on the Land; provided however that dogs may be permitted for the Owners own lawful, land management purposes to achieve the objective set out in clause 2.1, such as for pest animal control (e.g. pig control).

- (ii) Any introduction of or use of any four wheel drive vehicle or any trail bike on the Land other than for the Owner's own management purposes (and with the Owner's specific authorisation) or Department of Conservation purposes as outlined in Clause 3.2.5 above.
11. The Minister agrees to provide the Owner with documentation, which will enable compensation certificate [571953.1] previously on CFR WN50B/1000 now registered on WN CFR 267889 and 267890 (affects parts formerly lots 1 and 2 DP 5864) to be uplifted following registration of this Deed of Covenant. The Owner agrees to pay LINZ fees associated with uplifting the compensation certificate and registering the Deed of Covenant.
  12. Any written agreement by the parties in terms of clause 3.1 shall be recorded prior to the carrying out of any of the actions listed in clause 3.1.
  13. None of the actions listed in clause 3.1 may be agreed to or carried out if it would compromise any of the Reserve Values.
  14. Notwithstanding sub-clause 3.1.1, the parties agree that grazing of the Land by livestock shall not be permitted.
  15. Notwithstanding sub-clause 3.1.3, the clause is extended to include the planting or sowing or scattering of any species of tree, shrub or other plant or the seeds or spores thereof.
  16. Sub-clause 3.1.5 shall be interpreted to also permit the use of chemicals where reasonably necessary to control exotic plants and plants that are not indigenous to the area.
  17. Sub-clause 3.1.7 is amended to include disturbance of the ground.
  18. In respect of sub-clause 3.1.11, the parties agree that quarrying shall not be permitted on the Land in any circumstances; and also shall be interpreted to include the marking, painting, defacing or blasting of any rock.
  19. The parties agree that the following additional sub-clause is inserted in clause 3.1, which reads as follows:
 

“3.1.13 The erection or display of any sign, notice, hoarding or advertising matter of any kind, provided however that signs and notices displaying information regarding the Land shall be permitted.”
  20. Notwithstanding sub-clause 3.2.3 (relating to the Owner's obligations), the parties agree that the sub-clause is extended to require the Owner to take reasonable steps where practicable to eradicate any exotic plants or non-local indigenous plants which may become established on the land.
  21. Further to clause 3.2.7, the Owner shall comply with the provisions of the Wild Animal Control Act 1977.
  22. In respect of clause 3.5 it is agreed and recorded that none of the land will be used for farming purposes.

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

NEW ZEALAND FORESTRY GROUP LIMITED

to

MINISTER OF CONSERVATION

Legal Services  
Department of Conservation







Form 27

**Statutory declaration of person executing**

Regulation 16(3)(a), Land Transfer Regulations 2002

I, BENJAMIN REDDIEX, of WELLINGTON, CONSERVATION SUPPORT MANAGER do solemnly and sincerely declare that I executed the TE WAI-KOMARU CONSERVATION COVENANT Deed, dated 18<sup>th</sup> May 2009.

The signature (or mark) purporting to be my signature name (or mark) is in my own handwriting.

I am of sound mind, and I did freely and voluntarily sign the instrument.

AND I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

DECLARED at WELLINGTON

This 20th day of May 2009

Ben Reddix  
before me: )

James Hardy James Hardy  
A person authorised to take a statutory declaration under the Oaths and Declarations Act 1957

- a Insert full name of declarant, ie, 'John Francis Doe'
- b Insert address and occupation, ie, 'Auckland, Builder'
- c Specify type of instrument, ie, 'Transfer', 'Mortgage'
- d Show the same date that the instrument was executed
- e Show address, ie. Wellington
- f Show the date that this declaration was taken
- g The declarant signs here
- h The authorised person (ie. Solicitor, Justice of the Peace) signs here and enters their details.

Form 28

**Statutory declaration of witness**

Regulation 16(3)(b), Land Transfer Regulations 2002

I, DAVID MATTHEW BISHOP, of WELLINGTON,  
CONSERVATION OFFICER solemnly and sincerely declare that I am the  
witness who attested the signing of the  
TE WAI-KOMARU CONSERVATION COVENANT Deed  
dated 18<sup>th</sup> May 2009.

The name (or mark) purporting to be my name (or mark) as attesting witness  
is in my own handwriting.

I personally know or have established the identity of  
BEN REDDIEX, the delegate of the Minister of Conservation, the person  
signing this instrument and whose signature I witnessed.

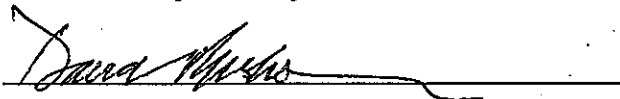
The name purporting to be the signature of BEN REDDIEX is in his ~~or her~~  
own handwriting.

BEN REDDIEX appeared to be of sound mind and did freely and  
voluntarily sign the instrument.

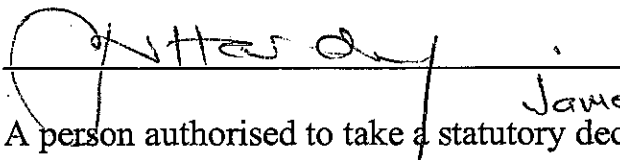
AND I make this declaration conscientiously believing the same to be true  
by virtue of the Oaths and Declarations Act 1957.

DECLARED at WELLINGTON

This 20<sup>th</sup> day of May 2009

  
\_\_\_\_\_

before me: )

  
\_\_\_\_\_

A person authorised to take a statutory declaration under the Oaths and  
Declarations Act 1957

- a Insert full name of declarant, ie, 'John Francis Doe'
- b Insert address and occupation, ie, 'Auckland, Builder'
- c Specify type of instrument, ie, 'Transfer', 'Mortgage'
- d Show the same date that the instrument was executed
- e Insert full name of the person executing the document, ie. 'Sally Susan Smith'
- f Show address, ie. Wellington
- g Show the date that this declaration was taken
- h The declarant signs here
- i The authorised person (ie. Solicitor, Justice of the Peace) signs here and enters their details.