

DEED OF AGREEMENT BETWEEN HER MAJESTY THE QUEEN AND MATUKU RESERVE TRUST BOARD

THIS DEED made this 1st day of November 2016

Between

HER MAJESTY THE QUEEN acting by and through the Associate Minister of Conservation ("the Minister")

And

MATUKU RESERVE TRUST BOARD being a charitable trust incorporated under the Charitable Trusts Act 1957 ("the Trust").

WHEREAS

- (a) the Nature Heritage Fund ("the Fund") consists of monies appropriated by Parliament to "Vote: Conservation" to facilitate and support activities directed at the protection and restoration of natural areas of New Zealand through helping to permanently protect representative unique and threatened indigenous natural ecosystems by direct purchase or, while leaving the land in private ownership, through covenants, leases, accords, or management agreements; and
- (b) the Minister has agreed to contribute towards a purchase by the Trust.

THIS DEED WITNESSES:

- 1. The Minister and the Trust agree that the subject land described in the Schedule hereto ("the Land"), and shown as Matuku Link/van Steeden Property on the map attached to the Schedule, contains representative areas of indigenous forest and other values which require permanent protection.
- 2. The Minister agrees to pay a Contribution sum of \$300,000.00 (exclusive of GST) towards the purchase price of the Land ("the Contribution").
- 3. The Minister shall pay the Contribution to an account of the Trust's election once the terms of this Deed of Agreement have been met.
 - A. If, for any reason, the purchase of the Land does not go ahead, the Minister requires that the Contribution shall be refunded immediately.
- 4. Prior to the Minister releasing the Contribution, the Trust shall provide the Fund Committee with:
 - A. a copy of the signed Sale and Purchase Agreement as evidence of the successful negotiation of the purchase of the Land; and
 - B. any other documentation showing additional funding to complete the purchase of the Land.
- 5. The Trust agrees, as soon as is reasonably practicable after the signing of the Sale and Purchase Agreement and Settlement Date, to enter into a conservation covenant under section 77 of the Reserves Act 1977 with the Minister or local authority ("the Covenant").

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- A. The Trust will arrange for any mortgagee of the Land to endorse that mortgagee's consent on the Covenant.
- B. The Minister may register a caveat to protect the Minister's interest in the Land and the Covenant.
6. If the Trust sells, leases, or parts with possession of the Land, the Trust must ensure that the Trust obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Deed.
- A. If, for any reason, the Trust fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Deed, the Trust will continue to be liable in damages to the Minister for any breach of this Deed committed after the Trust has parted with all interest in the Land in respect of which a breach occurs.
7. The Trust acknowledges that the Minister reserves the right to make announcements regarding the acquisition of the Land. However, the Trust will be consulted prior to any such announcement.

IN WITNESS WHEREOF THIS DEED was executed on the day and year aforementioned.

SIGNED by the HONOURABLE NICKY WAGNER)
ASSOCIATE MINISTER OF CONSERVATION)
pursuant to an Instrument of Delegation)
dated 26 November 2014 from the Minister of)
Conservation)

N. S. Wagner

In the presence of:

9(2)(a)

Signature of Witness

Name of Witness

Address of Witness

Senior Private Secretary
Occupation of Witness

THE COMMON SEAL of the
MATUKU RESERVE TRUST BOARD
was hereto affixed in the presence of:



9(2)(a)

Trustee's Name

Trustee's Signature

JOHN E. STANILAND

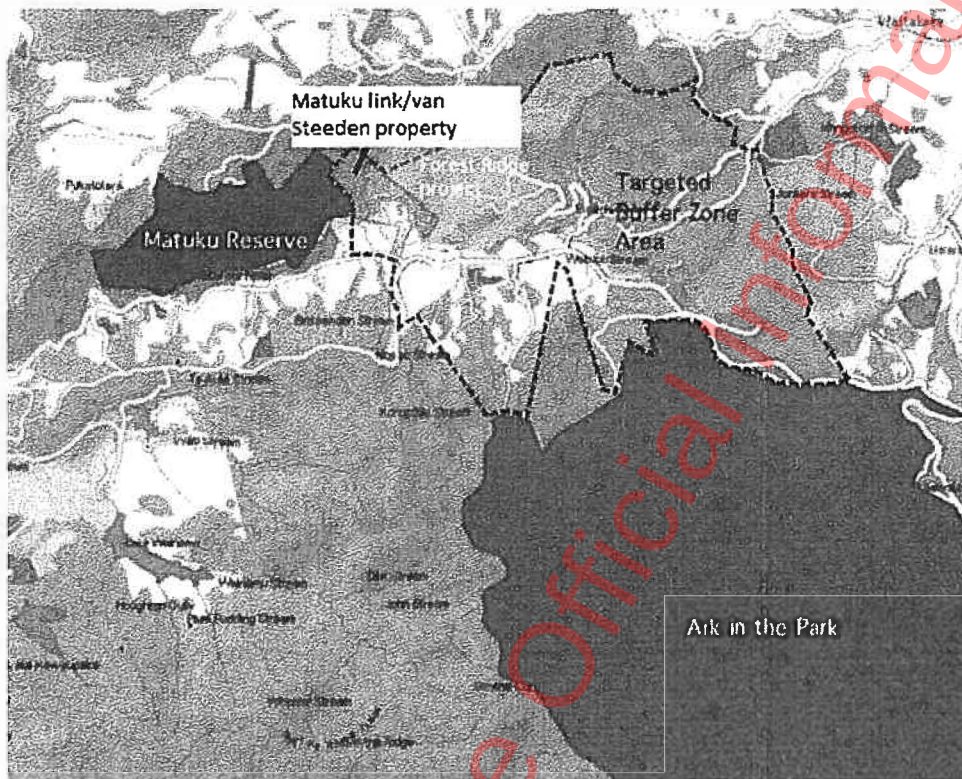
Trustee's Name

Trustee's Signature

Released under the Official Information Act

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SCHEDULE & LAND MAP



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