View Instrument Details

Instrument No	12012486.5
Status	Registered
Date & Time Lodged	23 February 2021 12:23
Lodged By	Cameron, Nichole Julienne
Instrument Type	Covenant (All types except Land covenants)

Affected Records of Title	Land District
973221	North Auckland
973222	North Auckland
973223	North Auckland
973224	North Auckland
973225	North Auckland
973226	North Auckland
973227	North Auckland
973228	North Auckland

Annexure Schedule Contains 6 Pages.

Signature

Signed by Christopher Calder Hamilton Allan as Grantor/Grantee Representative on 22/02/2021 11:57 AM

***** End of Report *****

SANCTUARY NORTH LIMITED
(Owner)

KAIPARA DISTRICT COUNCIL
(Council)

CONSERVATION COVENANT

CONSERVATION COVENANT

DEED dated the 18 day of Feb. 2021

PARTIES

1. **SANCTUARY NORTH LIMITED** ("Owner")

2. **KAIPARA DISTRICT COUNCIL** ("Council")

INTRODUCTION

A. The Owner is registered as proprietor of the Land.

B. The Council is authorised by section 77 of the Reserves Act 1977 (**"Act"**) to obtain conservation covenants in respect of any private land for the purpose of managing that land so as to preserve the natural environment or the landscape amenity or wildlife or fresh water marine life habitat or historical value.

C. The Owner has agreed to grant to the Council a conservation covenant over part of the Land for the purposes protecting and enhancing the amenity, ecological water quality values of part of the Land and preserving that part of the Land as open space.

THIS DEED RECORDS that:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed unless the context indicates otherwise:

"Council" means Kaipara District Council and includes its successors as territorial authority of the district where the Land is situated and, where appropriate, its officers and agents;

"Covenant Area" means the area marked **D, E, F, G, H, I J, K, L & M** on Deposited Plan **556753**;

"Land" means the land described in Schedule 1; and

"Owner" means the owner named in this deed and includes the Owner's successors but only for so long as they are the registered proprietor of the Land.

1.2 In this deed:

(a) where obligations bind more than one person, those obligations bind those persons jointly and severally;

(b) the schedule to this deed has the same effect as if set out in the body of this deed.

EXECUTION

SANCTUARY NORTH LIMITED
by its director)

Witness Name: P. R. NAIRN
Witness Signature:
Witness Occupation: RETIRED
Witness Address: WANPU

SIGNED by
KAIPARA DISTRICT COUNCIL)
by its authorised signatory)

Witness Name: Natasha Brown
Witness Signature:
Witness Occupation: Programme Coordinator.
Witness Address: 6 Mclegworth Drive

SCHEDULE 1

LAND

Lot	DP	Record of Title	Covenant Area
81	556753	973221	D
82	556753	973222	E
83	556753	973223	F
84	556753	973224	G
91	556753	973225	H
92	556753	973226	I
93	556753	973227	J & K
94	556753	973228	L & M

SCHEDULE 2

COVENANTS

1. To ensure the ongoing protection of the Covenant Area, the Owner must manage the Covenant Area with the purpose of:

   (a) protecting and enlarging its ecological value;

   (b) eradicating feral cats, rabbits, deer, goats and possums;

   (c) eradicating noxious weeds, exotics and environmental plant pests;

   (d) providing a suitable habitat for bird life;

   (e) encouraging plants that are a food source to bird life; and

   (f) encouraging the natural regeneration of native vegetation.

2. The Owner must not without the Council's prior written consent allow any of the following to occur or be on the Covenant Area:

   (a) any domestic cats or dogs or grazing animals;

   (b) any building, structure or hoarding;

   (c) any excavation;

   (d) the pumping of any ground water;

   (f) the planting or sowing of any exotic species;

   (g) the removal of any vegetation except for invasive and/or woody weeds;

   (h) the entry by the general public; or

   (i) the accumulation of rubbish or other unsightly or offensive material.

3. The Owner shall erect stock proof fences to exclude farm animals or livestock from the conservation covenanted areas on their lot, should any livestock be kept on their lot. No farm animals or livestock shall be kept or grazed within the conservation covenanted areas and reasonable steps shall be taken to prevent ingress into conservation covenanted areas by them.

4. Should any livestock be kept on their lot, the Owner must erect and maintain fencing in stock proof condition around the boundary of the Covenant Area as is necessary to prevent entry to the Covenant Area by grazing animals, but not closer to the bush than the drip-line of the outermost trees. The standard of that fencing is to be a 7-wire fence with posts no more than five metres apart and with a minimum of five battens between each post and otherwise is to be as defined in paragraph 6 of the second schedule to the Fencing Act 1978.

5. The Owner must undertake animal pest control measures in accordance with the local operative pest management strategy.

6. The Owner may not grant any easements or concessions in respect of the Covenant Area.

7. The Owner shall undertake plant pest control measures to ensure plant pests do not prevent or significantly impair the growth of native seedlings, and shall seek to ensure that plant pest control measures do not adversely affect native species.

8. The Owner shall not light nor permit to be lit any fire within the Conservation Area or on any adjacent land owned or occupied by the Covenantor or under the Covenantor's' control when there may be a risk of fire spreading into the Conservation Area.

9. The Owner may not do anything or allow anything to occur or to remain on the Covenant Area which in the Council's opinion is prejudicial to the aim and purpose of this Conservation Covenant.