View Instrument Details

Instrument No	8138731.8
Status	Registered
Date & Time Lodged	20 October 2009 09:12
Lodged By	Shepherd, Andrea Jane
Instrument Type	Covenant (All types except Land covenants)

Affected Computer Registers	Land District
414229	North Auckland
414230	North Auckland
414231	North Auckland
414232	North Auckland
414233	North Auckland
414234	North Auckland
414235	North Auckland
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414262	North Auckland
414263	North Auckland
414264	North Auckland
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414266	North Auckland
414267	North Auckland
414268	North Auckland
414269	North Auckland

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Affected Computer Registers	Land District
414270	North Auckland
414271	North Auckland
414272	North Auckland
414273	North Auckland
414274	North Auckland
414275	North Auckland
414276	North Auckland
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414279	North Auckland
414280	North Auckland
414281	North Auckland
414282	North Auckland
414283	North Auckland
414284	North Auckland
414285	North Auckland
414286	North Auckland
414287	North Auckland

Annexure Schedule: Contains 5 Pages.

Signature

Signed by Matthew Joseph Carroll as Grantor/Grantee Representative on 19/10/2009 09:01 AM

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

DUCK NOMINEES LIMITED
(Covenantor)

KAIPARA DISTRICT COUNCIL
(Council)

CONSERVATION COVENANT - OPEN SPACE

Brookfields
LAWYERS

CONSERVATION COVENANT – OPEN SPACE
PURSUANT TO SECTION 77 OF THE RESERVES ACT 1977

PARTIES

1. **DUCK NOMINEES LIMITED** ("Covenantor")

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

INTRODUCTION

A. The Covenantor is the registered proprietor of an estate in fee simple in the land described in Schedule 1 ("Land").

B. The Council is authorised by 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 Covenantor has agreed to grant to the Council a conservation covenant for the purposes of protecting and enhancing the amenity, ecological and water quality values of part of the Land and preserving that part of the Land as open space.

D. The areas of the Land in respect of which the covenant applies are Lots 100 and 101 on Deposited Plan 404128 and in this covenant referred to as the "Conservation Areas".

1. THE PARTIES AGREE:

1.1 The Covenantor grants to the Council a conservation covenant which will forever bind the Land into whomever's hands it may come (but not so as to render the Covenantor personally liable in damages for any breach of covenant committed in respect of the Land after the Covenantor is no longer the registered proprietor of that Land).

1.2 The parties covenant at all times to observe and perform their respective duties and obligation imposed in the restrictions, stipulations and agreements contained in this covenant.

2. THE COVENANTOR COVENANTS IN RESPECT OF THE CONSERVATION AREAS THAT:

2.1 The Covenantor shall maintain the Conservation Areas as open space at all time.

2.2 The Covenantor shall not permit the use of motorised craft on the lakes forming part of the Conservation Areas except by the registered proprietor of the Land for the purposes of dam maintenance or for emergency purposes.

2.3 The Covenantor shall not erect any structures within any of the Conservation Areas.

2.4 The Covenantor shall preserve and protect the Conservation Areas. No act or thing shall be done or placed or permitted to be done or remain upon the Land or to escape from the Land which in the opinion of the Council materially alters the actual appearance or condition of the Conservation Areas or is prejudicial to the amenity or ecology of the Conservation Areas or to the water quality of the lakes on the Conservation Areas.

2.5 The Covenantor shall keep the Conservation Areas clean of invasive and/or woody weeds.

2.6 The Covenantor shall not cut down or destroy vegetation within the Conservation Areas except for invasive and/or woody weeds.

2.7 The Covenantor shall not light nor permit to be lit any fire within the Conservation Areas 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 Areas.

2.8 The Covenantor 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.

2.9 The Covenantor shall undertake animal pest control measures in accordance with the local operative regional pest management strategy.

2.10 The provisions of Section 77 and Sections 93 to 105 of the Reserves Act 1977 apply to this agreement as far as they are applicable and they shall be read subject to this covenant.

2.11 The Covenantor shall not grant any easement or concession in respect of the Covenant Areas without the prior written consent of the Council.

2.12 The Council, through its officers or agents, is permitted to enter at any reasonable time the Conservation Areas, and any adjacent or nearby land in which the Covenantor has any interest, to determine whether the covenant is complied with or for carrying out any protection or maintenance work on the Conservation Areas consistent with the objects set out in this covenant.

2.13 The Council or Covenantor may at any time during the term of this covenant by mutual agreement, carry out any work or improvements, or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the Conservation Areas PROVIDED HOWEVER such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the Introduction to this covenant.

2.14 The costs of the preparation, execution, registration and enforcement of this covenant shall be borne by the Covenantor.

SCHEDULE

CONSERVATION AREA ON DP 404128	IDENTIFIER NO.
Lot 100 and Lot 101	414229 – 414287 (inclusive) (North Auckland Registry)

EXECUTION

SIGNED on behalf of)
DUCK NOMINEES LIMITED)
by its directors:)

DIRECTOR

WITNESS : CAMurphy

OCCUPATION : CONSULTANT

ADDRESS : AUCKLAND

THE COMMON SEAL of)
KAIPARA DISTRICT COUNCIL)
was affixed in the)
presence of:)

KAIPARA DISTRICT COUNCIL The Common Seal of

Mayor

Chief Executive Officer