

CONSERVATION COVENANT

(PURSUANT TO SECTION 77 OF
THE RESERVES ACT 1977)

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DATED the 31st day of May 2006

BETWEEN: THE HEADS LIMITED (Called the
Covenantor).

AND: KAIPARA DISTRICT COUNCIL (Called
"the Council")

BACKGROUND:

- A. THE Covenantor is a registered as proprietor of an estate in fee simple in the land described in the Schedule to this covenant.
- B. THE Council is authorised by the Reserves Act 1977 (referred to as "the Act") to obtain conservation covenants in respect of any private land for the purpose of managing the said 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 purpose and intent of protecting and preserving certain areas of both native bush and proposed future revegetation planting on the land described in the Schedule.
- D. THE area of native bush and the proposed future revegetation planting in respect of which the covenant applies are those areas on Deposited Plan 365063 (called "the conservation areas" set out next to the Unique Identifiers in the Schedule) but shall not include any areas of land on proposed Lots 1-31, 33 and 34 of the subdivision covered by the building areas or land that will be utilised for vehicle access, parking, wastewater treatment and disposal, common community/amenity activities and domestic amenity areas (called "the conservation area")

THE PARTIES AGREE:

1. **THE** Covenantor hereby grants to the council a conservation covenant which will forever bind the land described in the Schedule into whomever's hands the same 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 shall no longer be registered proprietor of the land).
2. **THE** parties covenant at all times to observe and perform their respective duties and obligations imposed in the restrictions, stipulations and agreements contained in this covenant.

THE COVENANTOR COVENANTS:

1. **THE** Covenantor shall preserve and protect the said conservation area. No act or thing shall be done or placed or permitted to be done or remain upon the land in the conservation areas which in the opinion of the Council materially alters the actual appearance or condition of the land or is prejudicial to the land as conservation areas.
2. **NO** native bush shall be modified, felled, removed or replaced by the other species or by a different mixture of species in the conservation area except with the previous written consent of the Council and such consent shall not unreasonably withheld if the Council is satisfied that the work is in accordance with the purpose specified in Clause C in the background, hereto, **PROVIDED THAT** the following may be undertaken without the Councils consent.
 - A) **THE** removal of dead or diseased trees.
 - B) **TREE** work carried out in accordance with sound arboricultural practice and which is necessary for the health and stability of the tree or the conservation area generally.
 - C) **REVEGETATION** planting as outlined in the "Assessment of Environmental Effects" Report.
3. **THE** Covenantor shall undertake the requirements of the "Assessment of Environmental Effects" Report, and the "Revegetation management Plan, for The Heads", dated August 2003 (attached herewith). These requirements are for the purpose of protecting and enhancing the ecological value of the conservation areas.



4. **THE** Covenantor 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 protected area.
5. **THE** Covenantor shall undertake plant pest control measures to ensure such 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.
6. **THE** Covenantor shall undertake animal pest control measures in accordance with the local operative regional pest management strategy.
7. **THE** provisions of Section 77 and Sections 93 to 105 of the Reservations Act 1977 shall apply to this covenant.
8. **THE** Council, through its officers or agents, shall be permitted to enter at any reasonable time the conservation area, and any adjacent or nearby land in which the Covenantor has any interest, to determine whether the covenant is complied with.
9. **IF** at any time prior to the registration hereof by the Land Information New Zealand Registry, the Covenantor desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in this Conservation Covenant.
10. **THE** Council or Covenantor may at any time during the term of this covenant by mutual agreement, carry out any work, 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 area PROVIDED HOWEVER such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the Background hereto.
11. **THE** costs of the preparation, execution, registration and enforcement of this covenant shall be borne by the Covenantor.

A handwritten signature in dark ink, consisting of a stylized 'N' followed by a cursive 'LW'.

IN WITNESS OF WHICH this document has been completed:

SIGNED BY THE HEADS LIMITED

By its Directors
In the presence of

Director
Alvin Dendin

Name

Address

Occupation

The COMMON SEAL of
KAIPARA DISTRICT COUNCIL
was hereto affixed in the presence of:

[Signature]

Mayor

[Signature]

Chief Executive



SCHEDULE

Lot	Deposited Plan	Certificate of Title Reference
1	365063	263992
2	365063	263993
3	365063	263994
4	365063	263995
5	365063	263996
6	365063	263997
7	365063	263998
8	365063	263999
9	365063	263400
10	365063	264001
11	365063	264002
12	365063	264003
13	365063	264004
14	365063	264005
15	365063	264006
16	365063	264007
17	365063	264008
18	365063	264009
19	365063	264010
20	365063	264011
21	365063	264012
22	365063	264013
23	365063	264014
24	365063	264015
25	365063	264016
26	365063	264017
27	365063	264018
28	365063	264019
29	365063	264020
30	365063	264021
31	365063	264022
32	365063	264023
33	365063	264024
34	365063	264025

Correct for the
Purposes of the
Land Transfer Act 1952

Solicitor for the
Covenantor/for