



# View Instrument Details

<b>Instrument No</b>	9087316.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	07 June 2012 11:41
<b>Lodged By</b>	Addison, Susan Carol
<b>Instrument Type</b>	Covenant (All types except Land covenants)



**Toitū Te Whenua**  
Land Information  
New Zealand

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**Affected Computer Registers    Land District**

OT12C/1173                      Otago

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**Annexure Schedule:** Contains 10 Pages.

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**Signature**

Signed by Paul Brian Kirby as Grantor/Grantee Representative on 07/06/2012 11:37 AM

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

No. 5/12/212

## OPEN SPACE COVENANT

(Under section 22 of the Queen Elizabeth the Second National Trust Act 1977)

The **QUEEN ELIZABETH THE SECOND NATIONAL TRUST (Trust)** established by the Queen Elizabeth the Second National Trust Act 1977 (**Act**) and authorised by the Act to enter into agreed open space covenants over any private land **AND TrustPower Limited (Covenantor)**, as registered proprietor of an estate as set out in the Schedule of Land in Schedule 4 (the **Land**), and have agreed to enter into an open space covenant in respect of that part of the Land described in Schedule 4 as the **Covenant Area (Covenant Area)** for the purpose and objectives set forth in Schedule 1.

The Covenantor and the Trust have mutually agreed:

- (a) To enter into this deed in respect of the Covenant Area having regard to the purpose and objectives set out in Schedule 1 and subject to the terms and conditions set out in Schedule 2 and Schedule 3 of this deed;
- (b) To comply with the terms and conditions set out in the Schedules and with every applicable provision of the Act;
- (c) The covenants and conditions contained in this deed shall bind the land comprising the Covenant Area in perpetuity;
- (d) That if any question arises in the management of the Covenant Area that is not clearly covered in the purpose and objectives or terms and conditions of this deed, then that question shall be resolved by the Trust through the Chief Executive and the Covenantor in a manner that does not diminish the purpose and objectives or terms and conditions.

### SCHEDULE 1

#### AGREED PURPOSE AND OBJECTIVES

The Covenantor and the Trust have mutually agreed the purpose of this deed is to protect, maintain and enhance the open space values of the Covenant Area and to achieve the following particular objectives:

- (a) Protection and enhancement of the natural character of the Covenant Area with particular regard to the indigenous flora and fauna and wetland ecosystem;
- (b) Maintenance and enhancement of the landscape value of the Covenant Area;
- (c) Encouraging where appropriate restoration of indigenous vegetation cover on the Covenant Area thereby enhancing the contribution the Covenant Area makes to the protection of indigenous biodiversity; and
- (d) Prevent subdivision (within the meaning of the Resource Management Act 1991 or any other equivalent replacement legislation) of the Covenant Area.

## SCHEDULE 2

### AGREED TERMS AND CONDITIONS

#### 1. Interpretation

1.1 In this deed unless the context requires otherwise:

**Act** means the Queen Elizabeth the Second National Trust Act 1977.

**Board** means the board of directors of the Trust in terms of section 4 of the Act.

**Chief Executive** means the person appointed under section 18(1)(a) of the Act.

**Covenant Area** means the area or areas of the land described in Schedule 4 and as outlined and indicated any the plan annexed to this deed.

**Covenantor** means the person, persons or other entity who from time to time is registered as proprietor of the land comprising the Covenant Area.

1.2 In the event of any inconsistency between this Schedule and Schedule 3, Schedule 3 will prevail.

1.3 The reference to any Act in this deed extends to and includes any amendment to, or substitution for, that Act.

#### 2. Appearance and condition of the Covenant Area

2.1 No act or thing shall be done or placed or permitted to be done or remain upon the Covenant Area which in the opinion of the Board materially alters the actual appearance or condition of the Covenant Area or is prejudicial to the Covenant Area as an area of open space as defined in the Act.

2.2 In particular, on and in respect of the Covenant Area, except with the prior written consent of the Trust, or as outlined in Schedule 3, the Covenantor agrees not to:

- (a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.
- (b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora.
- (c) Introduce any substance injurious to plant life except in the control of pests.
- (d) Mark, paint, deface, blast, move or remove any rock or stone or disturb the ground.
- (e) Construct, erect or allow to be erected, any buildings or undertake exterior alterations to existing buildings.
- (f) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind except for signs identifying the covenant or to indicate walking tracks that are or may be established on the Covenant Area.
- (g) Carry out any prospecting or exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
- (h) Deposit any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the



Covenant Area left in a clean and tidy condition.

- (i) Allow any livestock on the Covenant Area.
- (j) Cause deterioration in the natural flow, supply, quantity or quality of any river, stream, lake, wetland, pond, marsh or any other water resource affecting the Covenant Area.

2.3 In considering any request by the Covenantor for an approval in terms of Clause 2.2, the Trust will not unreasonably withhold its consent if it is satisfied that the proposed work does not conflict with the purpose and objectives of this deed as contained in Schedule 1.

**3. Management of the Covenant Area**

3.1 The Trust will provide the Covenantor with technical advice or assistance as is appropriate and practical to assist in meeting the purpose and objectives of this deed.

**4. Change of use of adjacent land**

4.1 If in the reasonable opinion of the Trust, the presence of certain stock types and/or stock levels on the land adjacent to any unfenced portion of the Covenant Area, is likely to have a detrimental effect on the Covenant Area, then the Covenantor must at the Covenantor's cost erect appropriate stock proof fencing on the affected unfenced boundary of the Covenant Area.

**5 Use of Covenant Area by third parties**

5.1 If notified by any authority, body or person of an intention to erect any structure or carry out any other work on the Covenant Area, the Covenantor agrees:

- (a) to inform the authority, body or person of this deed;
- (b) to inform the Trust as soon as possible; and
- (c) not to consent to the work being done without prior permission from the Trust.

**6. Fences and gates**

6.1 The Covenantor shall keep all fences and gates on the boundary of the Covenant Area in good order and condition and will accept responsibility for all repairs and replacement except in the case of property boundary fences where the provisions of the Fencing Act 1978 shall apply.

**7. Entry and access**

7.1 The Trust may through its officers, employees or agents enter upon the Covenant Area for the purpose of viewing the state and condition of the Covenant Area.

7.2 Members of the public, with the prior permission from the Covenantor, shall have freedom of entry and access to the Covenant Area provided:

- (a) The Covenantor shall have regard to the purpose and objectives of this deed in considering any request for entry and access;
- (b) The Covenantor shall have the sole right to determine whether or not any request for permission for entry and access should be granted due to specific management issues relating to the Covenant Area.
- (c) In granting consent or permission for entry and access, the Covenantor may determine entry and access including any requirement for the Covenantor or any



occupier of the Covenant Area to be indemnified from and against any loss, damage or injury suffered by the Covenantor as a consequence of any person entering the Covenant Area.

**8. Pest plants and animals**

- 8.1 The Covenantor must eradicate and control all weeds and pests on the Covenant Area to the extent required by any statute and in particular comply with the provisions of, and any notices given under the Biosecurity Act 1993 and the Wild Animal Control Act 1977.

**9. Fire**

- 9.1 In the event of fire threatening the Covenantor shall as soon as practical notify the appropriate Fire Authority.

**10. Action for benefit to the Covenant Area**

- 10.1 The Covenantor or the Trust may at any time during the term of this deed, by mutual agreement:
- (a) carry out any works or improvements, or
  - (b) take any action either jointly or individually, or
  - (c) vary the terms of this deed to ensure the more appropriate preservation of the Covenant Area as open space in terms of the Act provided however any such variation is not contrary to the purpose and objectives of this deed or section 22A of the Act.

**11. Notices**

- 11.1 Any consent, approval, authorisation or notice to be given by the Trust may be given in writing signed by the Chief Executive and delivered or sent by ordinary post to the last known residential or postal address of the Covenantor or to the solicitor acting on behalf of the Covenantor.
- 11.2 The Covenantor shall notify the Trust of any change in respect of ownership of all or any part of the land comprising the Covenant Area and provide the Trust with the name and address of the new owner.
- 11.3 If before the registration of this deed by the Registrar General of Land, the Covenantor wishes to sell or otherwise dispose of all or any part of the land comprising the Covenant Area, the sale or disposition shall be made expressly subject to the terms and conditions contained in this deed.
- 11.4 In the event of transfer of the land comprising the Covenant Area to a company the covenants contained in this deed shall bind a mortgagee in possession, receiver, Official Assignee, liquidator, statutory manager or statutory receiver to the fullest extent permitted by law.



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### **SCHEDULE 3**

#### **SPECIAL CONDITIONS RELATING TO THE COVENANT AREA**

##### **1 Naming**

- 1.1 The Covenantor and the Trust agree that the Covenant Area shall be known as Mahinerangi Covenant

##### **2 Sequestered carbon**

- 2.1 If the Covenantor enters into any arrangements with the body responsible for such purposes, for the purposes of acknowledging or confirming that all or any part of the Covenant Area qualifies as a site guaranteed for permanent carbon storage the following will apply:

2.1.1 Such arrangements must be without prejudice to the terms and conditions of this deed.

2.1.2 The Covenantor must advise the Trust of such arrangements.

2.1.3 The Trust will not be required to be party to such arrangements.



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**SCHEDULE 4**

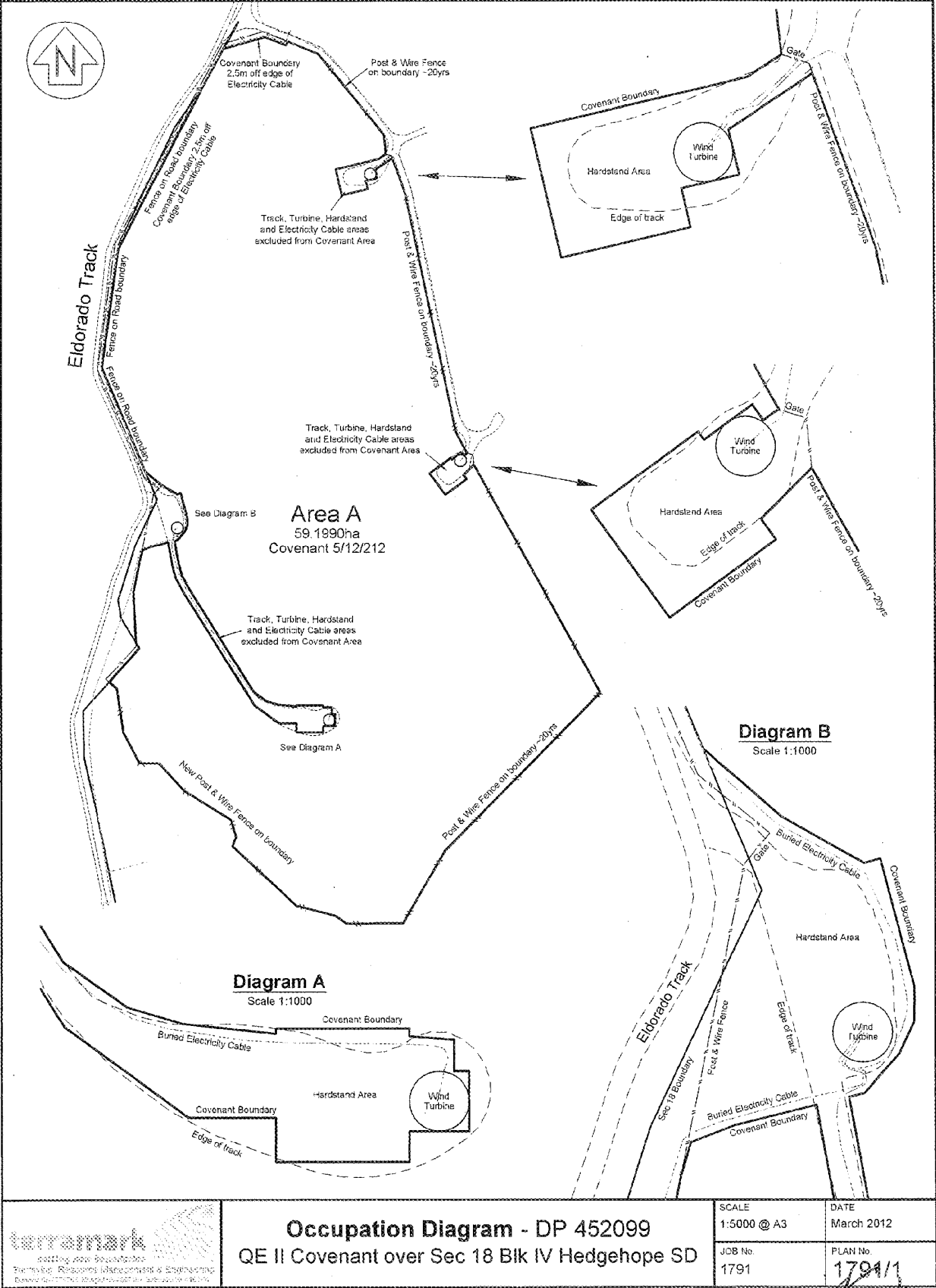
**SCHEDULE OF LAND**

Land Registry:	Otago
Estate:	Fee Simple
Area:	854.0580 hectares
Lot & D.P. No. (other legal description)	Part Section 18 Block IV Hedgehope Survey District
Part Computer Freehold Register:	OT12C/1173

**COVENANT AREA**

59.1990 hectares being that part of the Land described as Area A shown on DP 452099

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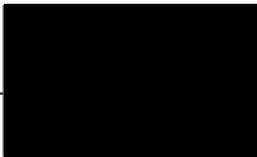
**Execution and Date**

Executed as a deed

Dated this 6<sup>th</sup> day of June, 2012

**Signed by TrustPower Limited**  
as Covenantor in the presence of:

  
\_\_\_\_\_  
Director/Authorised Signatory

  
\_\_\_\_\_  
Director

Witness (Signed) .....  
Name (Print) .....  
Occupation .....  
Address .....  
.....  
.....

THE COMMON SEAL of the QUEEN  
ELIZABETH THE SECOND NATIONAL  
TRUST was hereto affixed in the  
presence of:



Chairperson

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Director

\_\_\_\_\_  
\_\_\_\_\_

Chief Executive

\_\_\_\_\_

**OPEN SPACE COVENANT**

Pursuant to section 22 of the  
Queen Elizabeth the Second  
National Trust Act 1977.

**TrustPower Limited**  
Covenantor

**AND**

**THE QUEEN ELIZABETH THE  
SECOND NATIONAL TRUST**