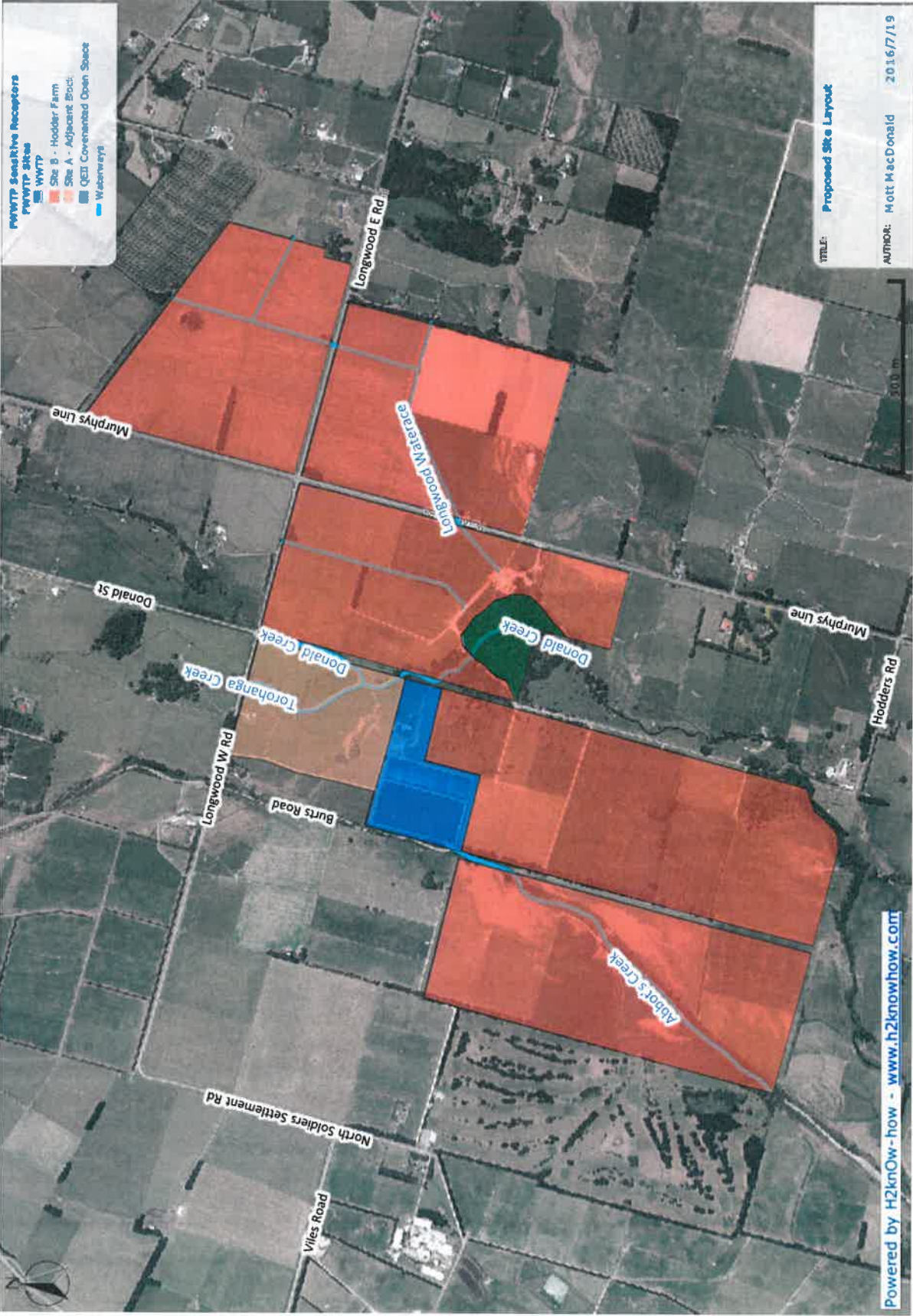


- WWTP Sensitive Receptors
- WWTP Site
- Site B - Hodder Farm
- Site A - Adjacent Block
- Q/EI Conveyanced Open Space
- Waterways



TITLE: Proposed Site Layout
 AUTHOR: Mott MacDonald
 DATE: 2016/7/19

300 m

Powered by H2know-how - www.h2knowhow.com



View Statutory Action

Parcel Part Section 258 Featherston Suburban
Current Purpose Sewage Treatment Works

Parcel Status Current

Statutory Action	Type	Recorded	Action	Status
New Zealand Gazette 1914 p 1258	Gazette Notice	17/06/2001	Create	Current

Statute

Purpose Sewage Treatment Works

Name

Comments

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



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **679923**
Land Registration District **Wellington**
Date Issued 19 May 2015

Prior References

WN21/2 WN41C/855

Estate Fee Simple

Area 79.2080 hectares more or less

Legal Description Lot 5, 7-8 Deposited Plan 482853

Proprietors

South Wairarapa District Council

Interests

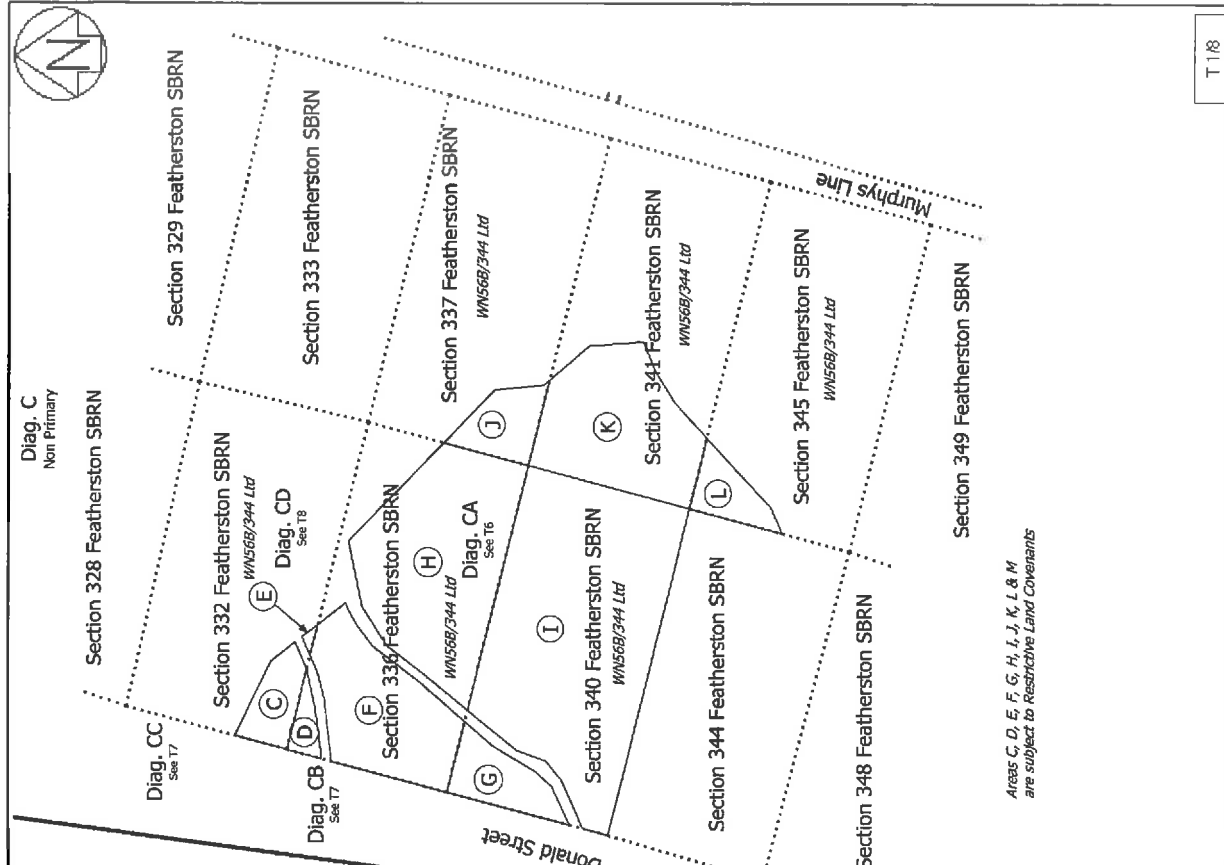
Subject to Section 241(2) Resource Management Act 1991 (affects DP 482853)

Land Covenant in Easement Instrument 10091293.2 - 19.6.2015 at 2:49 pm

Amalgamation Conditions:

That Lots 1 and 3 herein be held together and one Computer Freehold Register be issued in accordance therewith.
That Lots 4 - 8 (inclusive) herein be held together and one Computer Freehold Register be issued in accordance therewith.
CSN 1241423

Pursuant to Section 241(3) of the Resource Management Act 1991, the amalgamation condition affecting Lots 4 - 8 on LT 482853 be cancelled (in part) insofar as it relates to Lots 4 and 6. LT 482853, and separate computer freehold registers can be issued for these parcels.



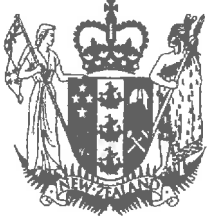
T 1/8

Land District: Wellington
Digitally Generated Plan
Generated on: 27/05/2015 4:19pm Page 3 of 10

LOTS 1 - 8 BEING SUBDIVISION OF SECTIONS 356, 358 & 361, PART SECTION 357 & PART SECTION 258 FEATHERSTON SUBURBAN AND I AND COVENANT AREAS OVER SECTIONS 332, 336, 337, 340, 341 & 345

Surveyor: John Butler Caruthers
Firm: Tomlinson and Caruthers Surveyors I

Title Plan
LT 482853
Approved on: 27/05/2015



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **WN56B/343**
Land Registration District **Wellington**
Date Issued 22 March 2000

Prior References
WN349/99

Estate Fee Simple
Area 5.0040 hectares more or less
Legal Description Lot 2 Deposited Plan 88643

Proprietors
South Wairarapa District Council

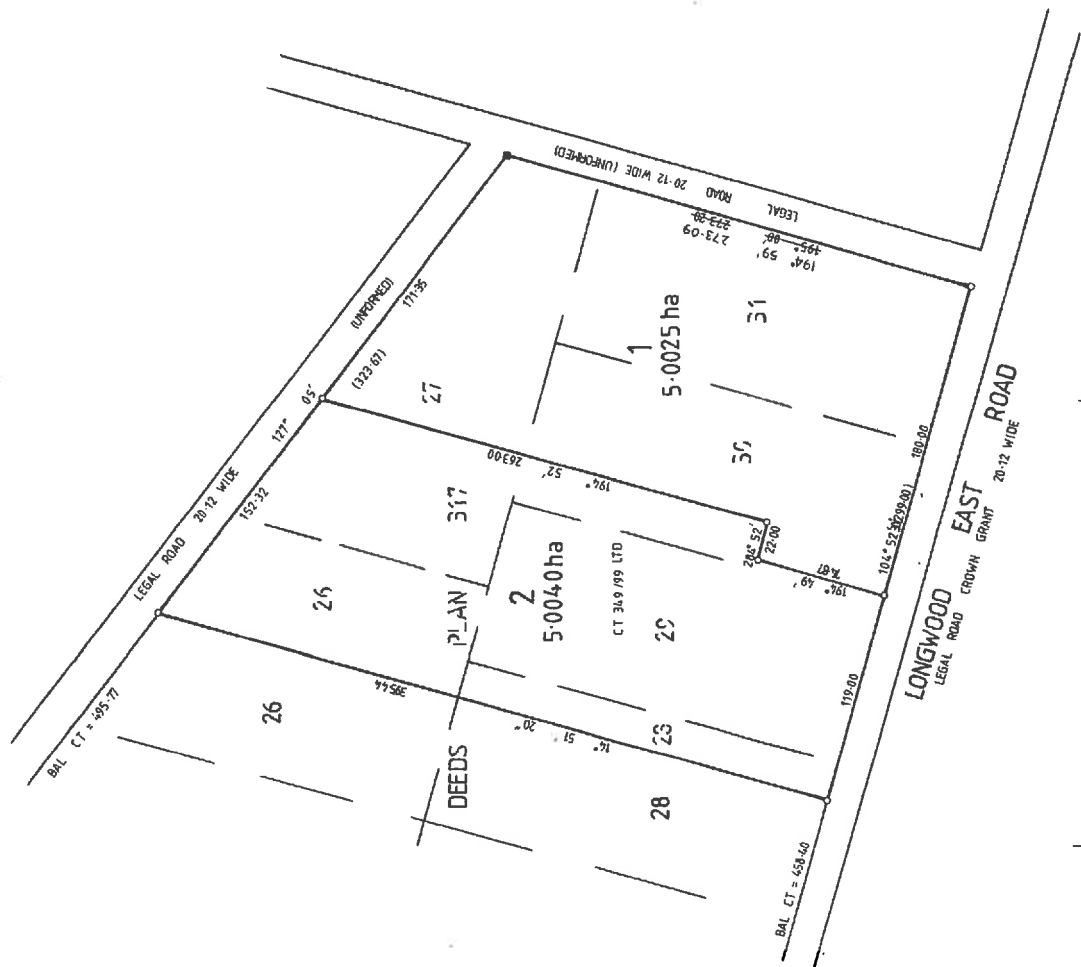
Interests

B775018.1 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 by The South Wairarapa District Council - 22.3.2000 at 3.50 pm

DP 88643 (Title Plan)
 One-Block Plan - 2011/14/15/1



676250 N



774000E
 774250E
 774500E
 774750E
 775000E

LAND DISTRICT WELLINGTON
 SURVEY BLK. & DIST. III WAIRARAPA
 NZMS 261 SH1 RECORD MAP No

LOTS 1 & 2 BEING SUBDIVISION OF LOTS 26-31
 DEEDS PLAN 317

TERRITORIAL AUTHORITY SOUTH WAIRARAPA DISTRICT
 Surveyed by ADAMSON LAND SURVEYORS
 Scale 1:2000 Date MAY 1999

Approvals
 [Signature] S. M. [Signature]
 REGISTERED PROPRIETORS
 I hereby certify that this plan was approved by the South Waikato District Council pursuant to Section 223 of the Resource Management Act 1991
 on the 31 day of MAY 1999
 [Signature] R. M. [Signature] GENERAL MANAGER
 Pursuant to Section 224(c) of the Resource Management Act 1991 I hereby certify that some of the conditions of the subdivision consent have been complied with to the satisfaction of the South Waikato District Council and a consent notice has been issued
 Dated this 31 day of MAY 1999
 [Signature] R. M. [Signature] GENERAL MANAGER
 Approved as to the amendment of the eastern boundary of Lot 1 to 194° 59' 273.09
 [Signature] [Signature]
 Approving Surveyor: 16/1/2000
 Lots 182 to be subject to land covenants.
 NEW C&T ALLOCATED
 LOT 1 - 568/342
 LOT 2 - 568/342
 BAL (CT 349/99) - 568/342
 Total Area 10.0065ha
 Comprised in CT 349/99, 1921, 1920
 I, PHILIP CAMPBELL ADAMSON Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1988 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and surveys are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof. Dated at HASTINGTON this 19 day of NOV 1999
 Signature [Signature]
 Field Book p. 197-195
 Reference Plans
 Examined [Signature] Correct
 Approved as to Survey [Signature] Chief Surveyor
 1999
 Deposited in the Office of the Registrar General of Land
 City of Wellington
 Received 23/11/99
 88643
 NZMS 261 SH1

CONO B775018.1 Cons

Cpy - 01/01.Pgs - 002.10/04/06.10:08



DocID 411589637

SOUTH WAIRARAPA DISTRICT COUNCIL

FOR THE DEPOSIT OF LAND TRANSFER PLAN NO 88643
THE SUBDIVISION OF LOTS 26-31 D.P. 317 BLOCK III WAIRARAPA SURVEY
DISTRICT (CERTIFICATE OF TITLE 349/99(PT)LTD)

G. HODDER
LONGWOOD EAST ROAD, FEATHERSTON

Pursuant to section 221(1) of the Resource Management Act 1991, the South Wairarapa District Council hereby gives Notice that it has consented to the subdivision on the following conditions to be complied with on a continuing basis:-

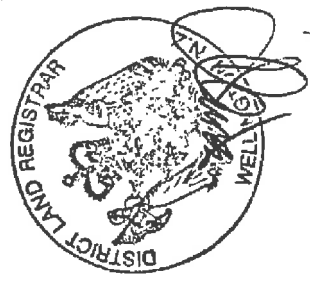
1. That the entranceways to serve Lots 1-2 inclusive from the carriageway to the property be formed and metalled at the applicants expense. Plans for this work are to be approved by the Manager of Works and Services, prior to any work being undertaken and that this condition be secured by way of a Consent Notice pursuant to Section 221 of the Resource Management Act 1991, at no cost to the Council.

DATED at Martinborough this 31st day of May 1999.

Signed by Ross McKinnon Smith
Corporate Planning Manager of the South
Wairarapa District Council on behalf of,
and by the Authority of the said Council
under Sections 252(1)(a) and 716(1) of the
Local Government Act 1974.

R.M. Smith

13.50 22 MAR 00 B 775018.1
PARTICULARS OF THE REGISTER
LAND REGISTERED FOR THE
PURPOSES OF THE ACT





**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier 175087
Land Registration District Wellington
Date Issued 27 June 2005

Prior References
WN349/146

Estate Fee Simple
Area 12.5985 hectares more or less
Legal Description Lot 2 Deposited Plan 342631

Proprietors
South Wairarapa District Council

Interests

Subject to rights to convey water over part marked G & I DP 342631 created by Transfer B255715.1 - 24.9.1992 at 2.55 pm

Subject to a right of way (in gross) over parts marked F, G & H DP 342631 in favour of South Wairarapa District Council created by Easement Instrument 6473808.3 - 27.6.2005 at 9:00 am

The easements created by Easement Instrument 6473808.3 are subject to Section 243 (a) Resource Management Act 1991



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **WN349/159**
Land Registration District **Wellington**
Date Issued 06 November 1928

Prior References

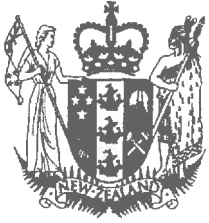
DI 14/642 DI 14/760

Estate Fee Simple
Area 4.0469 hectares more or less
Legal Description Suburban Section 330-331 Township of
 Featherston

Proprietors

The Featherston Borough Council

Interests



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**

Limited as to Parcels

Search Copy




R.W. Muir
Registrar-General
of Land

Identifier WN56B/344
Land Registration District Wellington
Date Issued 22 March 2000

Prior References
WN349/99

Estate	Fee Simple
Area	83.5102 hectares more or less
Legal Description	Lot 17-25, Part Lot 26 and Part Lot 28 Deeds Plan 317, Suburban Section 316-317, Suburban Section 320-321, Suburban Section 324-325, Suburban Section 328-329, Suburban Section 332-333, Suburban Section 336-337, Suburban Section 340-341, Suburban Section 345 and Suburban Section 349 Township of Featherston and Part Rural Section 414, Part Rural Section 416, Part Rural Section 418 and Part Rural Section 420 Township of Featherston

Proprietors
South Wairarapa District Council

Interests
10603186.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth The Second National Trust Act 1977 -
28.10.2016 at 11:07 am.



View Instrument Details

Instrument No. 10603186.1
Status Registered
Date & Time Lodged 28 Oct 2016 11:07
Lodged By Dahya, Anna Brooks
Instrument Type Covenant (All types except Land covenants)



Affected Computer Registers	Land District
WN56B/344	Wellington

Annexure Schedule: Contains 14 Pages.

Signature

Signed by Anna Brooks Dahya as Grantor/Grantee Representative on 28/10/2016 11:04 AM

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



QEII National Trust
Open Space New Zealand
Ngā Kairauhī Papa



THE
QUEEN'S
COMMONWEALTH
CANOPY

Open Space Covenant

Otawira Covenant

5-07-766

South Wairarapa District Council

Queen Elizabeth the Second National Trust

Parties

South Wairarapa District Council (the Covenantor)

Queen Elizabeth the Second National Trust (the National Trust)

Background

- A The National Trust is established under the Queen Elizabeth the Second National Trust Act 1977 (the Act).
- B Section 22 of the Act authorises the National Trust to agree and enter into Open Space covenants with private landowners.
- C The Covenantor wishes to protect and preserve certain significant natural environmental values and Open Space Values in the Covenant Area as defined in this deed.
- D The Covenantor and the National Trust now wish to record the agreed objectives, terms and conditions of the Open Space covenant in this deed.
- E The National Trust has selected this Open Space Covenant to be part of the New Zealand's contribution to the Queen's Commonwealth Canopy initiative, launched by Her Majesty at the Commonwealth Heads of Government Meeting in Malta in November 2015. The initiative aims to create rainforest and native forest conservation programmes throughout the Commonwealth and demonstrate that its citizens are leading the world in their efforts to protect this most critical of ecosystems.

Operative provisions

Part A—Purpose and objectives

- 1 Creating an Open Space covenant**
 - 1.1 The Covenantor and the National Trust agree to enter into an Open Space covenant within the meaning of section 22 of the Act in favour of the National Trust on the terms and conditions set out in this deed. The intent is that the covenant created by this deed shall run with and bind the land comprising the Covenant Area in perpetuity.
- 2 Purpose and objectives**
 - 2.1 The Covenantor and the National Trust agree that the purpose of this deed is to protect Open Space, maintain, and enhance the Open Space Values of the Covenant Area and, in particular, to achieve the following objectives:
 - 2.1.1 Protect and enhance the natural character of the Covenant Area with particular regard to the indigenous flora and fauna
 - 2.1.2 Maintain and enhance the landscape value of the Covenant Area
 - 2.1.3 Enhance the contribution that the Covenant Area makes to protecting indigenous biodiversity by restoring indigenous vegetation cover in the Covenant Area (where appropriate)
 - 2.1.4 Prevent subdivision (within the meaning of the Resource Management Act 1991 or any other equivalent replacement legislation) of the Covenant Area
 - 2.1.5 To maintain and enhance a naturally closed forest canopy of indigenous trees
 - 2.1.6 To participate in the Queen's Commonwealth Canopy initiative by adding to the network of protected rainforest and native forest conservation areas throughout the Commonwealth.

Part B—Terms and conditions**3 Selling, leasing, or licensing the Covenant Area**

3.1 If the Covenantor is selling, leasing, licensing or otherwise disposing of land which includes all or any part of the Covenant Area they must:

- notify the National Trust of the sale, lease, licence or other disposition
- provide the National Trust with the name and contact details of the new owner, lessee or licensee

3.2 If any sale, lease, licence or other disposition of land which includes the Covenant Area occurs before this deed is registered with Land Information New Zealand (LINZ), the Covenantor must:

- 3.2.1 Ensure the sale, lease, licence or other disposition is made expressly subject to the objectives, terms and conditions of this deed
- 3.2.2 Obtain the agreement of the purchaser, lessee, licensee or other party to comply with and be bound by the objectives, terms and conditions of this deed.

3.3 If the Covenantor sells or otherwise disposes of all or any part of the Covenant Area to a company, the covenants contained in this deed will bind a mortgagee in possession, receiver, the official assignee, liquidator, statutory manager or statutory receiver to the fullest extent permitted by law.

4 Appearance and condition of the Covenant Area

4.1 No act or thing may be done, placed, or allowed to be done or remain in the Covenant Area if, in the reasonable opinion of the National Trust, the act or thing materially alters the appearance or condition of the Covenant Area, or is prejudicial to the Covenant Area as Open Space as defined in the Act.

4.2 In particular, the Covenantor must not do, or allow others to do, any of the following activities on or in the Covenant Area without the prior written consent of the National Trust.

- 4.2.1 Fell, remove, burn or take any native trees, shrubs, plants or other organism of any kind or in any state whatsoever
- 4.2.2 Plant any trees, shrubs or plants or scatter or sow any seed of any trees, shrubs or plants, other than local native species sourced from the ecological district of the Covenant Area
- 4.2.3 Introduce any substance that is noxious or otherwise injurious to any organism, except in the control of pests
- 4.2.4 Move or remove any rock or stone, blast, mark, paint, deface or otherwise disturb the ground
- 4.2.5 Construct or erect any building or structure or undertake any exterior alterations to any existing building or structure
- 4.2.6 Erect or display any sign, notice, hoarding, or advertising material of any kind, except for signs identifying the Covenant Area or indicating walking tracks
- 4.2.7 Carry out any prospecting or exploration, mining or quarrying of any minerals, petroleum or other substance or deposit
- 4.2.8 Deposit any rubbish, debris, or other materials, except in the course of maintenance or undertaking approved construction, provided that on completion of any such maintenance or construction all rubbish, debris and

other materials are removed as promptly as possible and the Covenant Area is left clean and tidy

4.2.9 Allow any livestock in the Covenant Area

4.2.10 Affect the movement, distribution, or quality of water that affects the Covenant Area. This includes affecting water in a dryland, groundwater, river, stream, lake, pond, marsh, and wetland.

4.3 The National Trust consent will not be unreasonably withheld, and may include reasonable conditions, if the National Trust is satisfied that such activity does not conflict with the purpose and objectives of this deed.

5 Third party access to the Covenant Area

5.1 If the Covenantor is notified by any person or authority of an intention to erect any structure or infrastructure, or carry out any other works in the Covenant Area, the Covenantor must as soon as reasonably possible:

5.1.1 Inform the person or authority of the existence of this deed

5.1.2 Inform the National Trust of the proposed intentions of any such person or authority

5.1.3 Not consent to or otherwise allow the undertaking of the proposed works or any other works by such person or authority without the prior written consent of the National Trust.

5.2 Any such person or authority will be the responsibility of the Covenantor during the course of any approved works being carried out within the Covenant Area.

6 Managing the Covenant Area

6.1 The National Trust may provide technical advice or assistance to the Covenantor as is appropriate and practical to help meet the purpose and objectives of this deed.

6.2 The Covenantor and the National Trust may agree on a Management Plan for the Covenant Area. The Covenantor and the National Trust may revise the Management Plan from time to time and will do so if reasonably required by the other party.

6.3 If any question arises in relation to managing the Covenant Area or any other matter concerning this deed then the Covenantor and the National Trust will use their best endeavours and act in good faith to promptly resolve the question amicably by conference and negotiation, provided that any resolution does not in any way diminish the purpose and objectives of this deed.

6.4 If the Covenantor is in default of their obligations under this deed (including any agreed Management Plan), the following will apply:

6.4.1 The National Trust may give notice (Default Notice) to the Covenantor stating:

- the nature of the Covenantor's default
- the reasonable actions required to remedy the default
- a reasonable timeframe within which the Covenantor must remedy the default.

6.4.2 If, on expiry of the Default Notice timeframe, the default has not been remedied, the National Trust will give further notice to the Covenantor

- requiring the remedial work to be done and

- specifying a further reasonable timeframe
- explaining that if the default has not been remedied within further timeframe the National Trust may arrange for the remedial work to be done and may recover full costs from the Covenantor as a debt payable on demand.

6.4.3 If, on the expiry of the further timeframe the default has not been remedied, the National Trust may arrange for the remedial work to be done and may recover full costs from the Covenantor as a debt payable on demand.

7 Pest plants and animals

- 7.1 It is the Covenantor's responsibility to control all weeds and pests in the Covenant Area as required by any statute and, in particular, to comply with the provisions of, and any notices given under, the Biosecurity Act 1993 and the Wild Animal Control Act 1977.
- 7.2 The Covenantor must keep the Covenant Area free from any exotic species specified in any agreed Management Plan for the Covenant Area.

8 Fire

- 8.1 If fire threatens the Covenant Area the Covenantor must, as soon as practical, notify the appropriate fire authority.

9 Fences and gates

- 9.1 The Covenantor and the National Trust will agree from time to time on fencing requirements on the boundary of the Covenant Area as reasonably required to protect the Covenant Area from stock.
- 9.2 The fence on the boundary of the Covenant Area must protect the Covenant Area from stock types and/or stock levels on land adjacent to any boundary of the Covenant Area. If the adjacent land use has, or is likely to have, a detrimental effect on the Covenant Area, then the Covenantor must, at their own cost, erect and maintain appropriate stock-proof fencing on the affected boundary of the Covenant Area.
- 9.3 It is the Covenantor's responsibility to keep and maintain all covenant boundary fences and gates in good order, repair, and condition, including replacement, when reasonably required. The provisions of the Fencing Act 1978 apply on title boundaries.

10 Entry and access

Trust access

- 10.1 On giving reasonable notice to the Covenantor, the National Trust may through its officers, employees, contractors or agents enter the Covenant Area for the purposes of:
- 10.1.1 Viewing the state and condition of the Covenant Area
- 10.1.2 Ascertaining Covenantor's compliance with the objectives, terms and conditions of this deed and any approved Management Plan
- 10.1.3 Remedying any default by the Covenantor pursuant to clause 6.3.

Public access

- 10.2 The Covenantor may, in their sole discretion, permit members of the public to enter and access the Covenant Area provided that in giving any such permission the Covenantor:
- 10.2.1 Gives due consideration to any specific management issues relating to the Covenant Area

- 10.2.2 Ensures that regard is had to the purpose and objectives of this deed during such access
- 10.2.3 In particular, ensures that the prohibitions set out in clause 4.2 are complied with during such access.

11 Survey of the Covenant Area

- 11.1 The Covenantor and the National Trust agree that the Covenant Area will be defined by survey and this deed will be registered on the title to the land. The Covenantor authorises the National Trust to attach the survey plan approved by the Covenantor to this deed and to update the Schedule of Land with survey details after signing of this deed.
- 11.2 The Covenantor and the National Trust may agree to make amendments to the surveyed boundaries of the Covenant Area from time to time. This clause is subject to clause 12—any amendment to a survey of the Covenant Area shall be a variation to a term of this deed.

Part C—General provisions

12 Variations

- 12.1 The National Trust and the Covenantor may vary the terms of this deed provided that any variation is in accordance with section 22A of the Act, which states that a variation cannot be contrary to the purpose and objectives of this deed.
- 12.2 No variation to the terms of this deed will have any force or effect unless it is in writing, signed by the National Trust and the Covenantor, and registered with LINZ.
- 12.3 The Covenantor and the National Trust agree that a variation to the terms and conditions of this deed under section 22A(1)(a) of the Act includes a variation to any term and condition in the deed, any schedule, and any term or condition in any schedule attached to this deed.

13 Privacy

- 13.1 The National Trust recognises the Covenantor's privacy rights and the close relationship of trust, co-operation, and partnership existing between the Covenantor and the National Trust.
- 13.2 The National Trust will keep confidential all information in its possession relating to:
 - the Covenantor
 - the Covenantor's activities in the Covenant Area
 - management of the Covenant Area by the Covenantor
 - National Trust monitoring of the Covenant Area.
- 13.3 The National Trust will not disclose any private information without the prior written approval of the Covenantor except:

13.3.1 Where that is necessary to carry out the National Trust's obligations and enforce its rights under this deed

13.3.2 To the extent required by law or the order of any court of competent jurisdiction.
- 13.4 If the National Trust is required by law or court order to disclose any information referred to in clause 13.2, the National Trust shall seek to avoid or limit disclosure on whatever grounds are available to fully protect the Covenantor's rights to privacy.

14 Costs

- 14.1 If there is a need for the National Trust Board to enforce its duties or powers as the trustee of this covenant, the National Trust may require the Covenantor to pay for the National Trust's legal costs (as between solicitor and client).
- 14.2 The National Trust may require the Covenantor to pay the National Trust's costs associated with any variation to this deed requested by the Covenantor, including registration and administration costs.

15 Notices

- 15.1 Any consent, approval, authorisation or notice given by the National Trust or its Board 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.

16 Severability

- 16.1 If a clause or part of a clause of this deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 16.2 If any clause or part of a clause of this deed is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of this deed will not be affected.

17 Governing law

- 17.1 This deed is governed by the law of New Zealand. The Covenantor and the National Trust submit to the non-exclusive jurisdiction of its courts and will not object to the exercise of jurisdiction by those courts on any basis.

18 Waiver

- 18.1 A waiver of any right, power or remedy under this deed must be in writing and signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 18.2 If a party is entitled to do something under this deed but fails or delays to do so, the entitlement is not waived.

19 Limitation of liability—trustees

- 19.1 If any Covenantor is a trust, then the trustees of that trust undertake that
- 19.1.1 The trust has approved entering into this deed
- 19.1.1 The terms of that trust allow the trustee to enter that trust into this deed
- 19.1.2 The deed is properly signed in accordance with the terms of that trust
- 19.1.3 They have the right to be indemnified from the assets of that trust if that right has not been lost or impaired by any action of the trustee entering into this deed
- 19.2 If the trustee of that trust has no right to or interest in any of the assets of that trust except in that trustee's capacity as trustee of that trust, that trustee's liability under this deed shall not be personal and unlimited but shall be limited to the value of the assets of the trust that are available to meet that trustee's liability.

20 Counterpart deeds

20.1 This deed may be signed in any number of counterpart deeds (duplicate deeds). All counterparts, when taken together, will constitute one and the same deed. An approved party may enter into this deed by signing any counterpart.

21 Electronic communication

- 21.1 The National Trust and the Covenantor agree that this deed, or any other document associated with this deed, has legal effect whether it is received in electronic or paper form.
- 21.2 An electronic communication from the Covenantor allowing final agreed changes to the deed will have legal effect.
- 21.3 The paper original of any document provided in electronic form or by electronic communication must be made available to the National Trust on request.
- 21.4 Both parties to this deed agree that an original document is defined as either a paper original or as an electronic copy of the paper original.

22 Definitions and interpretation

- 22.1 In this deed, unless the context requires otherwise, the following definitions apply:
- Act** means the Queen Elizabeth the Second National Trust Act 1977
- Board** means the Board of directors of the National 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 2—land as outlined and indicated on any plan in this deed
- Covenantor** means the person, persons, or other entity that from time to time are registered as the proprietor of the land that contains the Covenant Area
- Management plan** means a signed agreement between the Covenantor and the National Trust on managing the Covenant Area
- Open space** has the meaning given to it in section 2 of the Act
- Open space values** are particular values on the land that are protected and maintained as open space.
- 22.2 In the event of any inconsistency between the general terms and conditions contained in Parts B and C of this deed and the special conditions contained in Schedule 1 annexed to this deed, Schedule 1 will prevail. In the event of any conflict between this deed, the special conditions contained in Schedule 1, and the Act, the Act will prevail.
- 22.3 In this deed, unless the context otherwise requires:
- 22.3.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision
- 22.3.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time
- 22.3.3 A reference to a prohibition against doing anything includes a reference to not permitting, suffering, or causing that thing to be done
- 22.3.4 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

Open space covenant

Covenant no. 5-07-766

- 22.3.5 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this deed unless otherwise stated.
- 22.3.6 All schedules and attachments to this deed form part of this deed.

Schedule 1—Special conditions

Special conditions relating to the Covenant Area

The following special conditions will apply in respect of the Covenant Area

1 Naming

- 1.1 The Covenantor and the National Trust agree that the Covenant Area shall be known as Otawira Covenant.

2 Queen's Commonwealth Canopy Covenant

- 2.1 The Covenantor agrees to the National Trust collecting and publishing information relevant to the Queen's Commonwealth Canopy objectives from monitoring of the covenant area for publicity purposes and to share with the Queen's Commonwealth Canopy initiative and for reporting purposes. The National Trust will consult the Covenantor on the type of information to be used and on how and when it is to be published. Information may include the vegetation types, indigenous biodiversity, canopy health and other ecological information about Covenant area.

3 Water levels

- 3.1 Despite clause 4.2.10 of this deed the Covenantor may cause an alteration in water flow in the stream on the Covenant Area from water taken upstream of the Covenant Area from the waste water plant for irrigation purposes.
- 3.2 If in the reasonable opinion of the National Trust based on general observations and findings from the monitoring, the drawing of water is having or is likely to have a detrimental effect on the Covenant Area the Covenantor will limit the amount of water drawn in accordance with the reasonable direction of the National Trust.

Schedule 2—Land

Estate: Fee Simple

Area: Area H being 1.0309 hectares DP 482853
(part Computer Freehold Register WN56B/344)

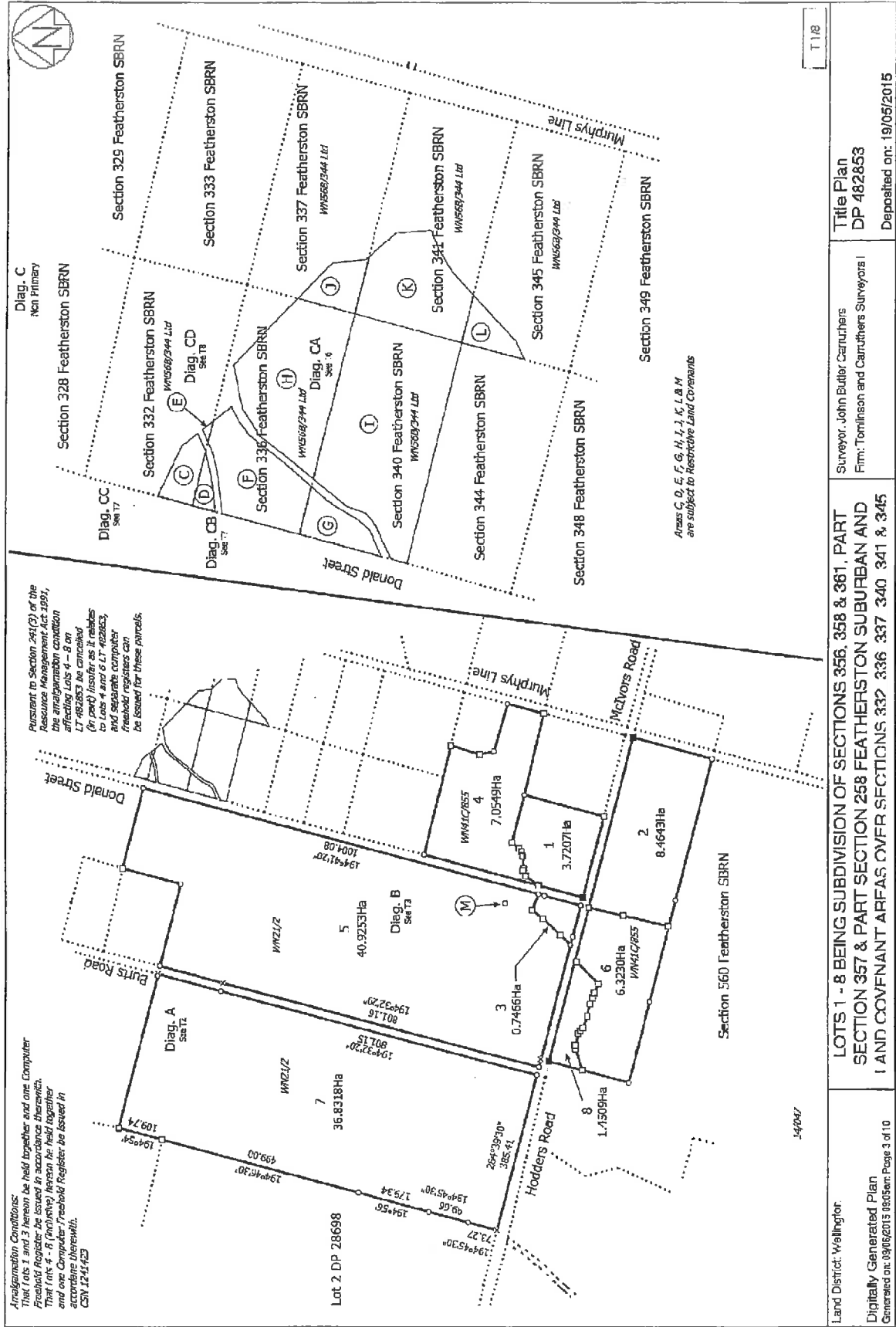
Area I being 1.7520 hectares DP 482853
(part Computer Freehold Register WN56B/344)

Area J being 0.1782 hectares DP 482853
(part Computer Freehold Register WN56B/344)

Area K being 0.6991 hectares DP 482853
(part Computer Freehold Register WN56B/344)

Area L being 0.1424 hectares DP 482853
(part Computer Freehold Register WN56B/344)

Total area being 3.8026 hectares



Open space covenant

Covenant no. 5-07-766

Execution and date

Executed as a deed

Dated this 13 day of JUNE 2016.

The South Wairarapa District Council

as Covenantor:

Signature [Handwritten Signature]
Authorised signatory

Name Paul Campbell CEO

Signature [Handwritten Signature]
Authorised signatory

Name Bill Sloan PM

Signature.....
Authorised signatory

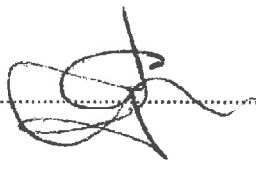
Name


Witness as required

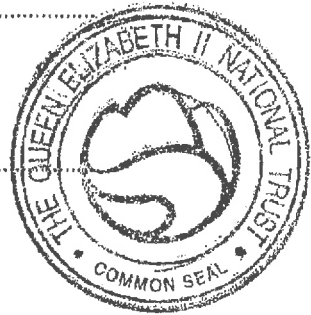
The common seal of Queen Elizabeth the Second National Trust

was affixed in the presence of:

Chairperson..... 

Director..... 

Chief Executive 



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