

SOUTH WAIRARAPA DISTRICT COUNCIL

12 DECEMBER 2012

AGENDA ITEM C8

RATES REMISSION APPLICATION

Purpose of Report

To present an application for rates remission on the land covenanted to the Queen Elizabeth the Second National Trust.

Recommendations

Officers recommend that the Council:

1. *Receive the information.*
2. *Approve pursuant to the Local Government (Rating) Act 2002 and Councils policy for the remission of rates, a 100% remission of rates for the land covenanted to the Queen Elizabeth the Second National Trust, owned by Roger Thomas Barton and described as part of part lot 1 DP 5395, being part of Part Section 1 Blocks VI and IX of Waiohine SD, shown as areas A,B,C & D on the aerial photo diagrams attached. The total land area is 242.8Ha.*

1. Executive Summary

The application for rates relief is attached.

2. Discussion

2.1 Application for rates remission

Attached as Appendix 1 is an application for rates remission from Roger Barton for consideration.

The land area totals 242.8Ha.

For Councillors benefit the relevant policy has been included as Appendix 2.

2.2 Legal Implications

There are no legal implications arising out of this report.

2.3 Financial Considerations

There are no financial implications arising out of this report; however the rates revenue will be spread over a slightly smaller land value rating base.

3. Supporting Information

3.1 Long Term Plan - Community Outcomes

Remission of rates for the land as described will contribute to a sustainable South Wairarapa by encouraging land owners to preserve and promote natural resources.

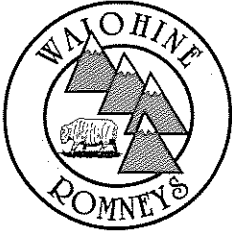
4. Appendices

Appendix 1 – Application for Rates Remission

Appendix 2 – Council Policy on Remission of Land

Contact Officer: Paul Crimp, Group Manager Corporate Support

Appendix 1 – Application for Rates Remission



Bred to Meat the Market

Roger & Barbie Barton

Stonestead Rd1 Woodside Greytown New Zealand

Phone 06 304-9495 Fax 06 304-8495 E-mail: RogBar@xtra.co.nz

Paul Crimp
South Wairarapa District Council
PO Box 6
MARTINBOROUGH

2nd August 2012

Dear Paul

Following on from our phone conversation this afternoon please find enclosed a copy of Open Space Covenant with the QE II National Trust.

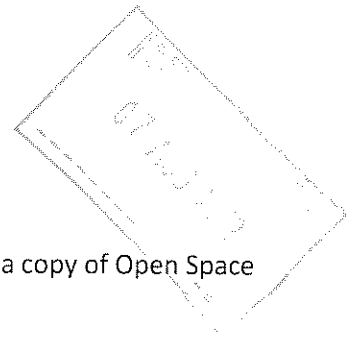
I am writing to apply for rates relief on the 242.8 hectares we have under covenant.
18230-00400 A PT Lot 9 DP 91071

Can you please give this consideration? Let me know if I have not supplied sufficient information to support this request.

Thank you

Yours sincerely,

Roger Barton





Queen Elizabeth II

National Trust

For open space in New Zealand

OPEN SPACE COVENANT

COVENANTOR(S): RT BARTON

No. 5/7/59

OPEN SPACE COVENANT

(Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977)

WHEREAS

ROGER THOMAS BARTON of MASTERTON farmer —

(hereinafter called "the Covenantor") is ~~are~~ registered as proprietors of an estate as set out in the Schedule of land hereto (hereinafter called "the land")

AND WHEREAS the QUEEN ELIZABETH THE SECOND NATIONAL TRUST established by the Queen Elizabeth the Second National Trust Act 1977 (hereinafter called "the Trust") is authorised by that Act to obtain open space covenants over any private land or any land under Crown Lease

AND WHEREAS the Covenantor has agreed to enter into an open space covenant with the Trust for the purpose set forth in the First Schedule hereto

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained THESE PRESENTS WITNESS that in pursuance of the said agreement and by virtue of Section 22 of the Act the Covenantor and the Trust with the intent and so as to bind the land into whosoever hands the same may come MUTUALLY COVENANT at all times to observe and perform the respective duties and obligations imposed by the restrictions, stipulations and agreements contained in the SECOND Schedule hereto to the end and intent that the same shall bind the land in perpetuity or for the unexpired term thereof of the Covenantor's lease of the land and any renewal thereof as the case may be.

FIRST SCHEDULE

The Purpose of the within written open space covenant is to achieve the following open space objectives of the Covenantor and the Trust:

- (a) To protect and maintain open space values of the land.
- (b) To protect native flora and fauna on the land.

SECOND SCHEDULE

Interpretations, restrictions, stipulations and agreements

1. In the Deed unless the context otherwise requires:—

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

"Board" means the Board of Directors of the Queen Elizabeth the Second National Trust.

"Covenantor" means the "Owner" who entered into this covenant with the Trust.

"Executive Officer" means the person appointed under Section 18 (1) of the Act.

"Owner" means the person or persons who from time to time are registered as the proprietor(s) of "the land". "the land" means the property or part thereof defined as subject to this covenant and as shown on the plan annexed to this Deed.

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

In particular, on and in respect of the land, except with the prior written consent of the Board, the Owner shall not:

- (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, or introduce any substance injurious to plant life except in the control of noxious plants.
- (c) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground.
- (d) Construct, erect or allow to be erected, any new buildings or make exterior alterations to existing buildings.
- (e) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind.
- (f) Carry out any exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
- (g) Dump, pile or otherwise store 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 land left in a clean and tidy condition.
- (h) Effect a subdivision as defined in the Local Government Act 1974.
- (i) Allow cattle, sheep, horses or other livestock to enter, graze, feed or otherwise be present provided, however, that they may graze up to any approved fenceline on the perimeter of the land.

Le L. B.
R.H.
R.B.
R.L.
16

3. In considering any request by the Owner for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work is in accordance with the aim and purpose of the covenant as contained in the First Schedule.
4. Except with the prior written consent of the Board, no action shall be taken or thing done, either on the land or elsewhere, which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh, or any other water resource affecting the land.
5. The Owner shall notify the Trust of any advice received from any power authority, mining company, or other body or person of the intention to erect utility transmission lines or carry out any mining or quarrying on the land and shall not signify any concurrence in relation to the proposed work without the written permission of the Board.
- 6(i) The Owner shall continue to comply with the provisions of the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967 and all amendments thereto provided, however, that the Owner may request assistance from the Trust in carrying out the aforementioned responsibility.
- 6(ii) That in keeping with the aims and purposes of this covenant the Owner shall continue to comply with the Wild Animal Control Act 1977 and shall take reasonable measures for the control of wild animals as defined in the Act.
7. The Owner shall keep all fences and gates on the boundary of the land in good order and condition and will accept responsibility for all minor repairs. Except as provided for in Clause 8 herein or in the Third Schedule hereto rebuilding or replacement of all such fences and gates will be the responsibility of the Owner, and the Trust equally between them as to the Owner's share.
8. The Trust shall repair and replace to its former condition any fence, gate or other improvement on the land which may have been damaged in the course of the Trust or any member of the public exercising any of the rights conferred by the covenant.
9. Subject to any conditions mutually agreed between the Trust and the Owner, members of the public shall have access to the land with the prior permission of the Owner.
10. The Owner may approve the use of firearms and traps by any person or persons for the eradication of noxious animals on the land.
11. The Trust, through its officers, agents or servants, may at all times enter upon the land for the purpose of viewing the state and condition thereof. In exercising this right, any officer, agent or servant of the Trust will notify the Owner in advance.
12. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Executive Officer of the Trust and delivered or sent by ordinary post to the last known residential or official address of the Owner or to the solicitor acting on behalf of the Owner.
13. The Owner or the Trust may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the land as an open space in terms of the Act provided, however, such agreement is not contrary to the aim and purpose of this covenant.
14. The Trust may, with the prior approval of the Minister of Lands, revoke this covenant if all the members of the Board are satisfied that by reason of any change in the character of the land or of any other circumstances which the Board may deem sufficiently material, this covenant ought to be deemed obsolete, or that the continued existence thereof would impede the reasonable use of the land without securing any practical benefit consistent with the purpose of the Act.
15. Nothing in these presents hereinbefore contained shall be deemed to render the Covenantor personally liable for any breach of these covenants and conditions committed after the Covenantor shall have ceased to be the Owner.
16. The Owner shall notify the Trust of any change of ownership or control of all or any part of the land, and shall supply the Trust with the name and address of the new owner or lessee.
17. If at any time prior to registration hereof by the District Land Registrar the Owner 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 the Second Schedule hereto.

THIRD SCHEDULE

111

1273.

R.H.H.
111

11
S.L.K.

PT LOT 2
DP 5395

PT LOT 1 DP 5395

CT A3/645



237.5ha
approx

A

New
8 strand

post and
wire
fence

High Jackson
SO 28741

△ 8 strand

4 strand electric fence
post

and
wire
fence

20 yrs

Forest

14449

305 p2766

LOT 2
DP 45436

LOT 2
DP 22747

PT LOT
DP 203

See SO 36
intersection

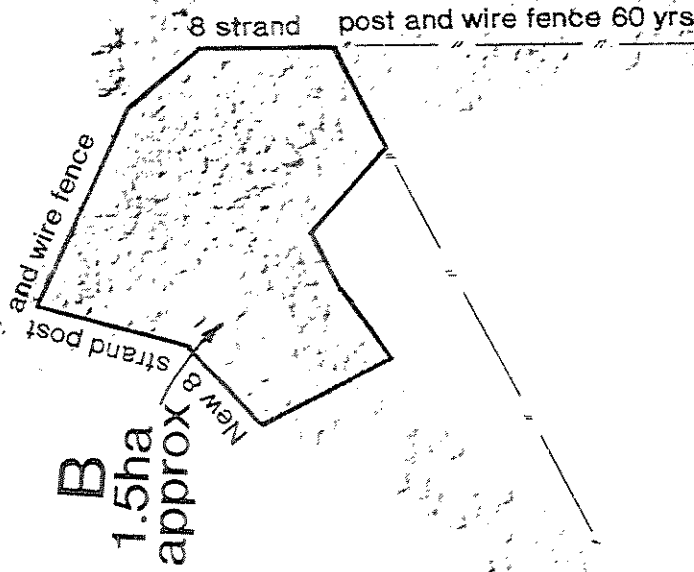
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APPROXIMATE SCALE 1:12500

QUEEN ELIZABETH II NATIONAL TRUST

Certified Correct

PT LOT 1
DP5395
CT A3/645



To be read in conjunction with photograph of covenant A

QUEEN ELIZABETH II NATIONAL TRUST
OPEN SPACE COVENANT

WITHIN
PT LOT 1 DP 5395
BLK IX WAIOHINE S.D.
Wellington Land District

APPROXIMATE SCALE 1:3000

Prepared by *[Signature]*
Registered Surveyor (8/12/91)

KEY
Title Boundary
Covenant Area Boundary

Department of
SURVEY AND LAND INFORMATION
S/N 119268 U
Date of photography 8.11.90
Crown Copyright

Certified Correct

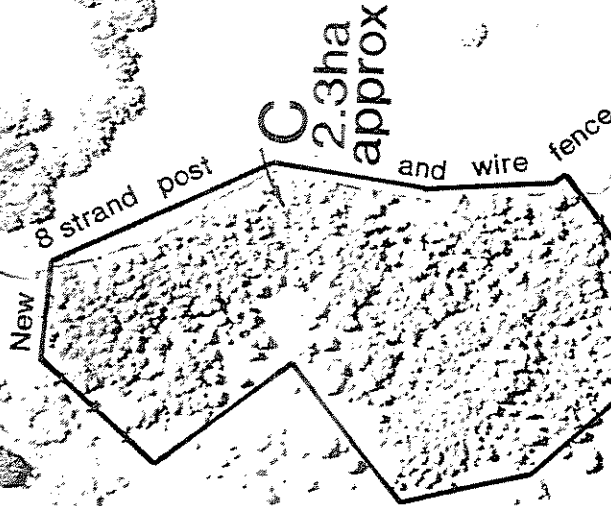
[Signature]
Per CHIEF SURVEYOR
14.11.91

APPROVED *[Signature]*



PT LOT 1
DP 5395

CT A3/645



To be read in conjunction with photograph of covenant A

APPROXIMATE SCALE 1 3000

Prepared by *[Signature]*
Registered Surveyor (B/19/2)

Department of
SURVEY AND LAND INFORMATION
S/N 119268 U
Date of photography 8.11.90
Crown Copyright

QUEEN ELIZABETH II NATIONAL TRUST
OPEN SPACE COVENANT
WITHIN

PT LOT 1 DP 5395
BLK IX WAIOHINE S.D.
Wellington Land District

Certified Correct

[Signature]

CHIEF SURVEYOR
16-11-91

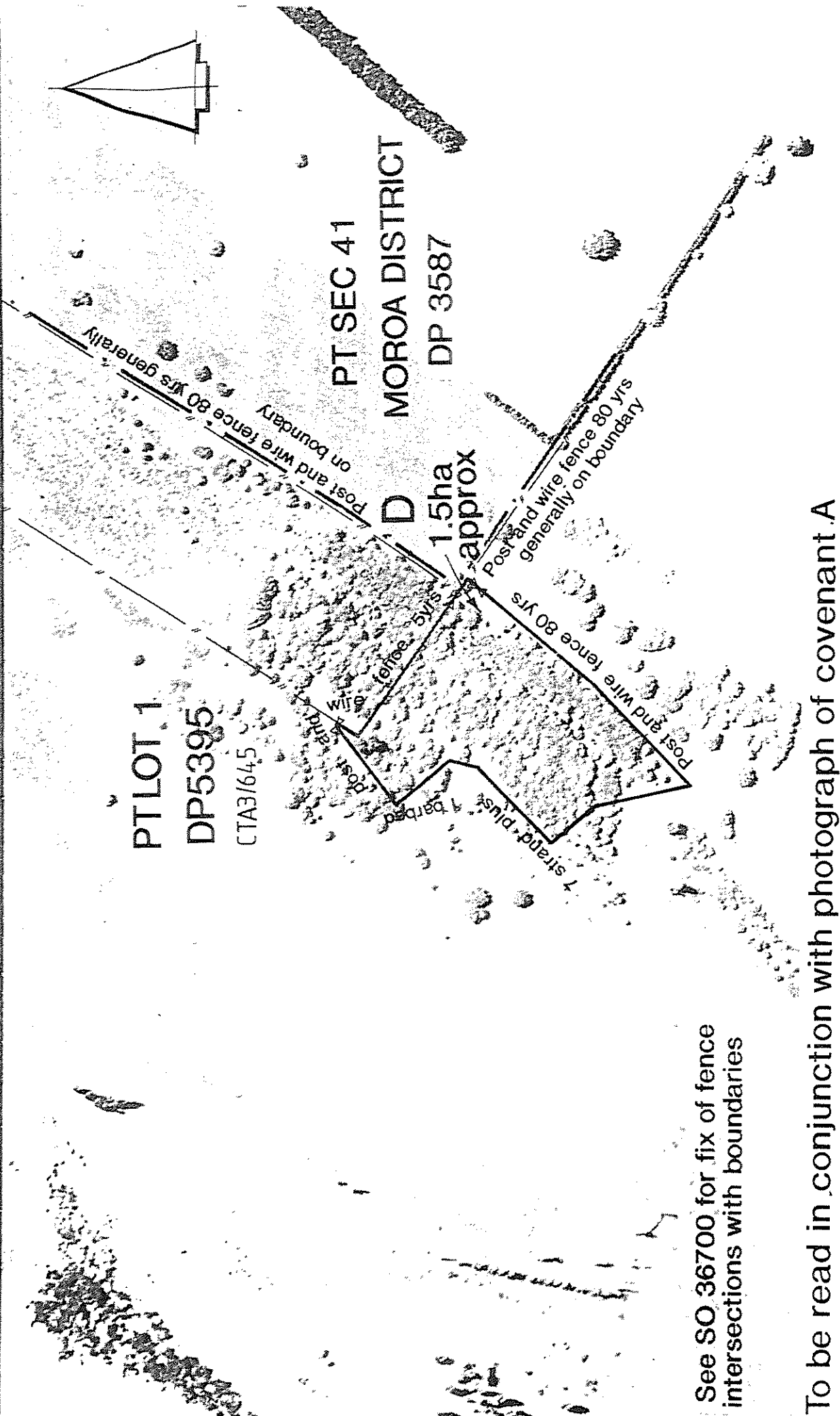
[Signature]

APPROVED

Registered District



No. 59



See SO 36700 for fix of fence intersections with boundaries

To be read in conjunction with photograph of covenant A

Department of SURVEY AND LAND INFORMATION
 SN 119268 U
 Date of photography 8.11.90
 Crown Copyright

APPROXIMATE SCALE 1:3000
 Prepared by *[Signature]*
 Registered Surveyor 12/01/91
 KEY
 Title Boundary
 Covenant Area Boundary

QUEEN ELIZABETH II NATIONAL TRUST
 OPEN SPACE COVENANT
 WITHIN
 PT LOT 1 DP 5395
 BLK IX WAIOHINE S.D.

Certified Correct
[Signature]
 CHIEF SURVEYOR
 14-11-91
 Registered Proprietor
 APPROVED BY *[Signature]*



SCHEDULE OF LAND

Land Registry: WELLINGTON
Estate: Fee Simple

Area: (Approx:) A=237.5 ha, B=1.5ha, C=2.3 ha, D=1.5 ha Total = 242.8 ha
Lot & D.P. No. ^A Part of part Lot 1 DP 5395, being Part of part Section 1 Blocks VI and IX of Waiohine SD, shown as (other legal description) ~~as A, B, C & D on aerial photo-diagrams attached.~~

Certificate(s) of Title: Part Volume A3 folio 645

IN WITNESS WHEREOF this memorandum has been executed
this 21st day of July 1987

Signed by:
ROGER THOMAS BARTON

R.T. Barton

as covenantor
in the presence of:

Witness: *R.M. Hunt*
Occupation: *Sol. Counselor*
Address: *12 Main St*
Greytown

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

John Gussell Chairman
Le La K. Bailey Director
P.R. Lissaman Executive Officer

Appendix 2 – Policy on Remission of Rates

6. Organisations making application should include the following documents in support of their application. Information of activities and programmes, details of membership and statement of objectives.

Delegation

Council delegates the authority to remit 50% of rates for sporting, recreational and community organisations to the Chief Executive Officer or the Office Manager.

3. Remission Of Rates On Land Protected For Natural, Historical or Cultural Conservation Purposes.

Objective

- To preserve and promote natural resources and heritage.
- To encourage the protection of land for natural, historic or cultural purposes.

Conditions and Criteria

1. Ratepayers who own rating units which have some feature of cultural, natural or historic heritage which is voluntarily protected may qualify for remission of rates under this part of the policy.
2. Land that is non-rateable under section 8 of the Local Government (Rating) Act and is liable only for rates for water supply, sewage disposal or refuse collection will not qualify for remission under this part of the policy.
3. Applications must be made in writing. Applications should be supported by documentary evidence of the protected status of the rating unit e.g. a copy of the covenant or other legal mechanism.
4. In considering any application for remission of rates under this part of the policy the Council will consider the following criteria:
 - The extent to which the preservation of natural, cultural or historic heritage will be promoted by granting remission of rates on the rating unit.
 - The degree to which features of natural, cultural or historic heritage are present on the land.
 - The degree to which features of natural, cultural or historic heritage inhibit the economic utilisation of the land.
5. In granting remissions under this part of the policy, Council may specify certain conditions before remissions will be granted. Applicants will be required to agree in writing to these conditions and to pay any remitted rates if the conditions are violated.
6. Council will decide what amount of rates will be remitted on a case-by-case basis.

Delegations

Applications for the remission of rates for protection of heritage will be considered by Council.