

SOUTH WAIRARAPA DISTRICT COUNCIL

14 DECEMBER 2016

AGENDA ITEM C5

QEII LAND RATES REMISSION REQUEST

Purpose of Report

To consider application for rates remission by Roddy Cameron on 1831001600B (PT LOTS 1 4 DP 466405 - SUBJ TO OPEN SPA CE COVENANT) in line with the SWDC Rates Remission Policy.

Recommendations

Officers recommend that the Council:

1. *Receive the information.*
2. *Grant remission in line with Remission of Rates Policy.*
3. *Decline a refund for prior years as it is against the Policy.*

1. Executive Summary

Remission of rates on Land Protected for Natural, Historical or Cultural Conservation Purposes is permitted on application under the Rates Remission Policy in order to:

- Preserve and promote natural resources and heritage.
- Encourage the protection of land for natural, historic or cultural purposes.

2. Criteria

The Ratepayer (Owner) Roddy Cameron has applied in writing for his property with natural heritage which is voluntarily protected by way of QEII for a rates remission.

The land is rural and has no water supply, sewage disposal or refuse collection so is not subject to targeted rates.

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.

In this case a full subsidy with no conditions are recommended. Due to the timing of the application we recommend remitting the rates for the current year. He has requested a refund for prior years which is against the policy.

We also recommend that the Policy be altered for all QE II land to automatically receive a rate remission from 2017/18.

3. Financial Considerations.

The rates applicable to this application is \$60 per year.

4. Conclusion

Apply rates remission to Roddy Cameron's land from 2016/17 and rates remission on all QE II land automatically from 2017/18 in support of environmental, cultural and historical sustainability.

5. Appendices

Appendix 1 – Remission of Rates Policy

Appendix 2 – Property Details

Contact Officer: Paul Crimp, Chief Executive

Appendix 1 – Remission of Rates Policy



REMISSION OF RATES POLICY

1. Introduction

In order to allow rate relief where it is considered fair and reasonable to do so, the Council is required to adopt policies specifying the circumstances under which rates will be considered for remission. There are various types of remission, and the circumstances under which a remission will be considered for each type may be different. The conditions and criteria relating to each type of remission are therefore set out separately in the following pages, together with the objectives of the policy.

2. Remission of Penalty Rates

2.1 Objectives

- To enable Council to act fairly and reasonably in its consideration of rates which have not been received by the due date.
- To provide relief and assistance to those ratepayers experiencing financial hardship.

2.2 Criteria and Conditions

Council will consider each application on its merit and remission may be granted where it is considered that the application meets the following criteria and conditions.

2.3 Conditions and Criteria

1. Council will remit penalty rates where it is demonstrated that penalty rates have been levied due to an error by Council.
2. Remission of one penalty will be considered in any one rating year where payment had been late due to significant family disruption. Significant family disruption is likely to be the ratepayer, or a member of the household being affected by serious illness, serious accident, hospitalisation or death.
3. Remission of penalty may be granted if the ratepayer is able to provide evidence that their payment has gone astray in the post or the late payment has otherwise resulted from matters outside their control. Applications under these criteria will only be accepted if the ratepayer has a history of regular payments of rates and has not incurred penalty rates in the previous two years.

4. Remission of penalty rates will be considered for those ratepayers who due to financial hardship, are in arrears and who have entered into an agreement with Council to repay all outstanding and current rates. This repayment scheme will generally be up to a period of 12 months. Penalty rates remission will not be considered if the agreement plan is not being adhered to, or a prior repayment scheme has not been adhered to.
5. Remission will be considered if a new owner receives penalty rates through the late issuing of a sale notice, a wrong address on the sale notice or late clearance of payment by the Solicitor on a property settlement. This only applies to penalty rates incurred on one installment. Future installments do not qualify under these criteria.
6. Application for remission of penalty rates must be in writing using the prescribed form.
7. Penalty rates will not be considered for remission if the penalty rates were incurred in a previous rating year, regardless if the application otherwise meets the criteria.

2.4 Delegation

Council delegates the authority to remit penalty rates to the Chief Executive Officer or the Policy & Reporting Manager

3. Remission of Rates for Land Used by Sporting, Recreational and Community Organisations

3.1 Objective

- To facilitate the ongoing provision of non-commercial sporting, recreational and community services that meet the needs of the residents of the district.
- To provide indirect financial assistance to community organisations.
- To make membership of the organisation more accessible to the general public, particularly disadvantaged groups. These may include children, youth, young families, aged people and economically disadvantaged people.

3.2 Conditions and Criteria

1. This policy will apply to land owned by the Council or owned or occupied by a not for profit organisation, which is used exclusively or principally for sporting, recreation or community purposes.
2. Council will remit 50% of rates, with the exception of targeted rates, for organisations that qualify under this policy, and with the exception of Rural Halls which will receive 100% remission. Sporting organisations will qualify for 50% remission regardless of whether they hold a current license under the Sale and Supply of Alcohol Act 2012.
3. The policy does not apply to organisations operated for pecuniary profit or which charge tuition fees.
4. The policy does not apply to groups or organisations whose primary purpose is to address the needs of adult members (over 18 years) for entertainment or social interaction, or who engage in recreational, sporting or community services as a secondary purpose only.
5. Applications for remission must be made to the Council prior to the commencement of the rating year. Applications received during a rating year will be applicable from the commencement of the following rating year. Applications will not be backdated. All rating units that have remissions in place at 1 July 2002 are not required to make application.
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.
7. Remissions will apply to the following rating year and will not be retrospective.

8. Remissions will remain in force until the purposes of the organization change such that the criteria is no longer met. No annual applications are required following the granting of a remission.

3.3 Delegation

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

4. Remission of Rates on Land Protected for Natural, Historical or Cultural Conservation Purposes

4.1 Objective

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

4.2 Conditions and Criteria

1. Ratepayers who own or occupy 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. Receipt of evidence of protection without a written application will not be considered.
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. Remissions will apply to the following rating year and will not be retrospective.

4.3 Delegation

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

5. Remission of Uniform Annual General Charge in Certain Circumstances

5.1 Objectives

- To encourage continued subdivision activity by providing rates relief to new subdivisions by limiting the rates impact of multiple UAGCs.
- To assist ratepayers who have multiple rating units that are contiguous and used as a single farming operation.

5.2 Conditions and Criteria

1. For subdivision purposes, this policy will apply to land that is:

- *subdivided into two or more lots; and*
- *where title has been issued, and*
- *the unsold lots remain in common ownership.*

Remission will be the charge for each unsold lot except one.

2. For multiple rating units, this policy will apply to land that is:

- *contiguous, and*
- *are used as part of the farming operation.*

Remission will be the charge for each unit except the main farm residence unit. Remissions will apply to the following rating year and will not be retrospective.

5.3 Delegation

Council delegates the authority to remit UAGCs to the Chief Executive officer or the Policy & Reporting Manager.

6. Remission of Reserves and Civic Amenities Charge

6.1 Objectives

- To encourage continued subdivision activity by providing rates relief to new subdivisions by limiting the rates impact of multiple UAGCs.
- To assist ratepayers who have multiple rating units that are contiguous and used as a single farming operation
- To provide relief to rural farming properties for a vacant unit used as a run-off.

6.2 Conditions and Criteria

1. For subdivision purposes, this policy will apply to land that is:

- a. subdivided into two or more lots; and*
- b. where title has been issued, and*
- c. the unsold lots remain in common ownership.*

Remission will be the charge for each unsold lot except one.

2. For multiple rating units, this policy will apply to land that is:

- a. contiguous, and*
- b. are used as part of the farming operation.*

Remission will be the charge for each unit except the main farm residence unit.

3. For a run-off unit the policy will apply to one unit used as a run-off for a farming operation. A separate application in writing must be made for consideration of this remission. Remissions will apply to the following rating year and will not be retrospective.

6.3 Delegation

Council delegates the authority to remit Reserves and Civic Amenities Charge to the Chief Executive Officer or the Policy & Reporting Manager

7. Remission of Rates for Natural Disasters

7.1 Objectives

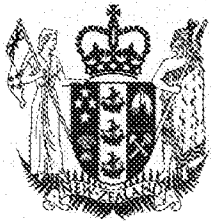
To provide relief to properties affected by natural disasters.

7.2 Conditions and Criteria

1. Council will remit rates to those properties identified according to the conditions and criteria set by Central Government.

The level of remission will be to the extent of funding provided by Central Government.

Appendix 2 – Property Details



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 624275
Land Registration District Wellington
Date Issued 17 September 2013

Prior References

WN59A/913

Estate Fee Simple
Area 528.6300 hectares more or less
Legal Description Lot 1, 4 Deposited Plan 466405

Proprietors

Roderick William Cameron and Adrienne Mary Long

Interests

B013914.1 Open Space Covenant over part Lot 4 DP 466405 marked H on DP 466405 pursuant to Section 22 Queen Elizabeth The Second National Trusts Act 1977 - 11.7.1989 at 11.30 am

5516271.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 12.3.2003 at 9:00 am
Subject to a right of way and telecommunications rights over part Lot 4 DP 466405 marked B, water and electricity rights over part marked F and water rights over part marked D all on DP 466405 created by Easement Instrument 5516271.7 - 12.3.2003 at 9:00 am
Some of the easements created by Easement Instrument 5516271.7 are subject to Section 243 (a) Resource Management Act 1991

5747441.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to now Roderick William Cameron and Adrienne Mary Long - 30.9.2003 at 9:00 am (affects Lot 4 DP 466405)

8880360.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 4.10.2011 at 11:46 am

8920775.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 21.11.2011 at 4:38 pm
Subject to Section 241(2) Resource Management Act 1991 (affects DP 466405)

9517366.11 Esplanade Strip Instrument pursuant to Section 232 Resource Management Act 1991 - 17.9.2013 at 6:15 pm
Subject to a right to convey telecommunications and computer media over part Lot 1 DP 466405 marked Y on DP 466405 created by Easement Instrument 9517366.13 - 17.9.2013 at 6:15 pm
The easements created by Easement Instrument 9517366.13 are subject to Section 243 (a) Resource Management Act 1991

9538805.1 Mortgage to ASB Bank Limited - 9.10.2013 at 10:49 am

Appurtenant to Lot 4 DP 466405 is a right of way and a telecommunications easement created by Easement Instrument 10184393.7 - 19.2.2016 at 5:10 pm

The easements created by Easement Instrument 10184393.7 are subject to Section 243 (a) Resource Management Act 1991

10360682.1 Variation of the conditions of the easement created by Easement Instrument 10184393.7 - 16.3.2016 at 8:04 am

COV B013914.1 Covenan

Cpy - 01/01, Pgs - 008, 18/03/11, 09:42



DocID: 512498800



Queen Elizabeth II

National Trust

For open space in New Zealand

OPEN SPACE COVENANT

COVENANTOR(S): W A CAMERON & M F BLUNDELL & A W GAWITH

No. 5/7/75

OPEN SPACE COVENANT

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

WHEREAS WILLIAM ALASDAIR CAMERON, Farmer, MICHAEL FABIAN BLUNDELL, Farmer and ALAN WALLACE GAWITH, Solicitor all of MASTERTON

(hereinafter called "the Covenantor")~~X~~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.
- c) To protect and preserve natural scenic values especially as seen from the Martinborough-Masterton Road.

WAL. PRL
S. HAY
AG

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.

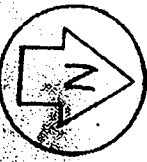
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S. HAY
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3. In considering any request by the Owner for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work is in 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.

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THIRD SCHEDULE



PT 3
DP 2525
CT 24C/780

Pt 2
DP 2525
CT 604/25

MARTINBORO

MASTERTON

WANG
U.P.
KIK XI HUANGAROUND

PT 5cc
SO 14995
CT 24C/22

APPROXIMATE SCALE 1:5000

QUEEN ELIZABETH II NATIONAL TRUST

OPEN SPACE COVENANT

WITHIN

Pt Lot 2 DP 2525

Department of
SURVEY AND LAND INFORMATION
S.N. 5497 R 8
Date of photography 16.10.79
Crown Copyright

KEY
Title Boundary
Covenant Area Boundary

Wellington Land District

This is to certify that the Covenant Area shown can be defined

APPROVED

Deputy CHIEF SURVEYOR
31.3.89

Registered Proprietor



No.

QUEEN ELIZABETH THE SECOND NATIONAL TRUST

OPEN SPACE COVENANT

COVENANTORS: WILLIAM ALASDAIR CAMERON
MICHAEL FABIAN CAMERON
ALLAN WALLACE GAWITH

AUSTRALIAN MUTUAL PROVIDENT SOCIETY

as mortgagee only of the land under Mortgage No: 322039.2 hereby consents to the registration of the within-written covenant but without prejudice to its rights, powers and remedies under the said mortgage and without undertaking or acknowledging any of the within-written restrictions, stipulations and agreements to be observed or performed.

Signed by the AUSTRALIAN MUTUAL
PROVIDENT SOCIETY by its Attorneys,

JOHN PORTER

and **PAUL PHILIPS**
in the presence of:

Frank Chan
Frank Chan,
Solicitor of Wellington.

John Porter
Paul Philips

STATE OF NON-REVOCATION OF POWER OF ATTORNEY

and

JOHN PORTER

both of Wellington,

PAUL PHILIPS

New Zealand, hereby severally certify:

1. **THAT** by the Deed dated 28th September 1988 (a copy of which is deposited at the following Land Transfer Offices under the following numbers:

OFFICE	NUMBER	OFFICE	NUMBER
Auckland	B954644.1	Hokitika	81448.1
Blenheim	144985.1	Invercargill	159733.1
Christchurch	C788457.1	Napier	505366.1
Dunedin	721849.1	Nelson	285475A.1
Gisborne	G173522.1	New Plymouth	358064.1
Hamilton	H853646.1	Wellington	974815.1

the Australian Mutual Provident Society appointed as its Attorneys on the terms and subject to the conditions set out in the said Deed the following persons within its New Zealand Branch, namely

John Renfree Dingle
Jonathan Guy Harrison
Paul Allan Randall
Gerald Michael Naughton
John James Loughlin
Robin James McKinlay
David John Hurley
Sydney Paul Tuck
Marcus Ian Paviour-Smith
Christopher John Packett
Quentin MacKinder Wilson
Barry John Clarke
Warren Eric George
Martin William Murray
Brian John Robertson
Peter McGregor Marshall
Maree Fay King
Keith Graham Jones
Brian John Sim
James Hilary O'Donnell
Craig Vernon Berridge
Robert John Fairall
Robert Langford Collits
Murray Ernest Elston

James Parker Simpson
Donald Robert Luke
Denis Joseph Bearsley
Alexander Grant Twaddle
Elaine Lois Mosley
Peter John Churchill
Maarten Peter Romijn
Peter Martin Attwell
Sumati Lal
Donald Charles Dickson
Dianne Scott
Andrew George Phillips
Gai Marilyn Knobloch
Barry James Hellyer
Paul Philips
John Porter
John Ernest Argent
Brian Hugh Cunningham
Neil Thomas Grant
Thomas Cedric Leicester
Gary John McKay
Michael Nelson Pryor
Guy Owen Garland

2. **THAT** at the date shown below we have not received any notice or information of the revocation of that appointment by the winding-up of the said Society or otherwise.

SIGNED at Wellington this

26th day of April 1989

JOHN PORTER

PAUL PHILIPS

John Porter
P Phillips

SCHEDULE OF LAND

Land Registry: WELLINGTON
Estate: FEE SIMPLE

Area: 3.8ha approx

Lot & D.P. No. Part of part Lot 2 on DP 2525, BLOCK XI HUANGARUA SD
(other legal description): shown outlined on aerial photo-diagram attached

Certificate(s) of Title: Part Volume 604 Folio 25

IN WITNESS WHEREOF this memorandum has been executed
this 17 day of June 19 97

Signed by:

WILLIAM ALASDAIR CAMERON

MICHAEL FABIAN BLUNDELL

and

ALAN WALLACE GAWITH

as covenantors
in the presence of:

Witness:

Occupation:

Address:

W.A. Cameron
M.F. Blundell
Alan Wallace Gawith

H.E. Perry
Law Clerk
Masuku

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

[Signature] Chairman
[Signature] Director
[Signature] Executive Officer

OPEN SPACE COVENANT

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

Correct for the purposes of the Land Transfer Act.

W A CAMERON & M F BLUNDELL & A W GAWTHORPE
Covenantor

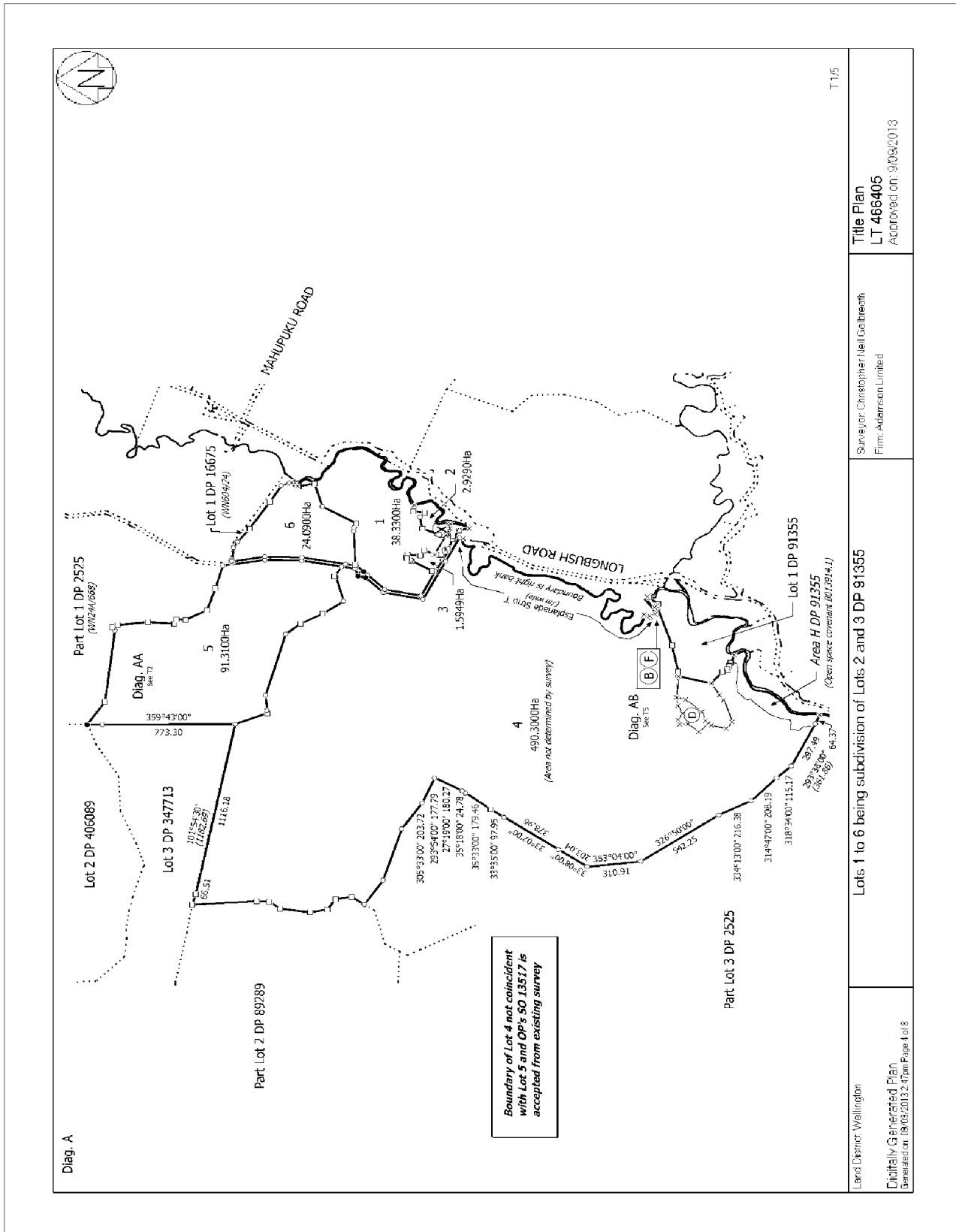
P. H. Williams
Executive Officer
for the Trust
being a person authorised
by the Trust to certify on
its behalf.

AND

THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST



11.30 11. JUL 89 B 012914
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WELLINGTON
ASST. LAND REGISTRAR...
604/25
WELLINGTON
N.Z.
*open space covenant under Section 22
Queen Elizabeth the Second National Trust Act
1977 affecting part of the various land under
the Queen Elizabeth the Second National Trust
- 3/15*
amp



Title Plan
 LT 466405
 Approved on: 9/09/2013

Surveyor: Christopher Uell Galloway
 Firm: Adamson Limited

Lots 1 to 6 being subdivision of Lots 2 and 3 DP 91355

Land District: Wallington
 Digitally Generated Plan
 Generation: 08/03/2013 2:47pm Page 4 of 8