



OPEN SPACE COVENANT

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

The QUEEN ELIZABETH THE SECOND NATIONAL TRUST ("the Trust") established by the Queen Elizabeth the Second National Trust Act 1977 ("the Act") is authorised by that Act to obtain open space covenants over any private land

AND

MICHAEL DEAN COATES and KATHLEEN MARY THOMPSON ("the Covenantor") are registered as proprietors of an estate as set out in the Schedule of Land hereto ("the Land") and have agreed to enter into an open space covenant with the Trust for the purpose and objectives set forth in Schedule 1.

NOW THEREFORE THIS DEED WITNESSES that the Covenantor and the Board have mutually agreed to enter into this Deed in respect of the said Land having regard to the particular objectives set out in Schedule 1 and subject to the terms and conditions set out in Schedule 2 and Schedule 3 of this Deed.

The Covenantor and the Trust have mutually agreed:

- (a) To comply respectively with the terms and conditions set out in the Schedules hereto and with every applicable provision of the Act;
- (b) The covenants and conditions contained in this Deed shall bind the Land for the natural life of the protected totara trees.
- (c) That if any question arises in the management of the Land 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 parties hereto 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 Land and to achieve the following particular objectives:

- (a) Protection and enhancement of the natural character of the Land with particular regard to the stand of totara; and
- (b) Maintenance and enhancement of the landscape value of the Land.

SCHEDULE 2

AGREED TERMS AND CONDITIONS

1. Interpretation and Declaration

1.1 In this Deed unless the context requires otherwise:

"the Board" means the board of directors of the Trust in terms of Section 4 of the Act.
the "Covenantor" is the owner of the Land who enters into the agreement with the Trust by executing this Deed.

"Chief Executive" means the person appointed under Section 18(1)(a) 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 land as described in Schedule 4 and more particularly as shown on the plan annexed to this Deed.

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

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 Land

2.1 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.

2.2 In particular, on and in respect of the Land, except with the prior written consent of the Board, or as outlined in Schedule 3, the Owner 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 unless the Trust has granted prior consent to the species to be planted.
- (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 on the Land.
- (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.
- (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 Land left in a clean and tidy condition.
- (i) Effect a subdivision as defined in the Resource Management Act 1991 of the Land.
- (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 Land.

2.3 In considering any request by the Owner for an approval in terms of Clause 2.2 hereof, the Board 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 Land

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

4. Use of Land by Third Parties

4.1 If notified by any authority, body or person of an intention to erect any structure or carry out any other work on the Land, the Owner 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 consulting the Trust.

5. Fences and Gates

5.1 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 repairs and replacement except in the case of property boundary fences where the provisions of the Fencing Act 1978 shall apply.

6. Entry and Access

6.1 The Trust may through its officers, agents or servants enter upon the Land for the purpose of viewing the state and condition thereof.

6.2 Members of the public, with the prior permission from the Owner, shall have freedom of entry and access to the Land provided:

- (a) The Owner shall have regard to the purpose and objectives of this Deed in considering any request for entry and access;
- (b) The Owner 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 Land; and
- (c) In granting consent or permission for entry and access the Owner may determine conditions of such entry and access including any requirement for the Owner or any occupier of the Land to be indemnified from and against any loss, damage or injury suffered by the Owner or any occupier as a consequence of any person entering onto the Land.

7. Pest Plants and Animals

7.1 The Owner shall continue to comply with the provisions of the Biosecurity Act 1993 and the Wild Animal Control Act 1977.

8. Fire

8.1 In the event of fire threatening the Land the Owner shall as soon as practical notify the appropriate Fire Authority.

9. Action for Benefit of Land

9.1 The Owner 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 Land as an 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.

10. Notices

10.1 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 Owner or to the solicitor acting on behalf of the Owner.

10.2 The Owner shall notify the Trust of any change in respect of ownership of all or any part of the Land and provide the Trust with the name and address of the new owner.

10.3 If before the registration of this Deed by the District Land Registrar, the Owner wishes to sell or otherwise dispose of all or any part of the Land, the sale or disposition shall be made expressly subject to the terms and conditions contained in this Deed.

10.4 In the event of transfer of the Land to a company the covenants contained in this Deed shall bind a receiver, liquidator, statutory manager or statutory receiver. In the event of transfer to a natural person this Deed shall bind the Official Assignee. In all cases this Deed binds a mortgagee in possession.

SCHEDULE 3

**CONDITIONS SPECIFICALLY RELATING TO THE LAND
THE SUBJECT OF THIS DEED**

1. Grazing

- 1.1 Should there be a change in the land use adjacent to any unfenced portion of the land requiring fencing to prevent livestock from entering the protected native vegetation on the Land then stock proof fencing shall be erected with a contribution of up to 50% from the Trust.

SCHEDULE 4

SCHEDULE OF LAND

Land Registry: MARLBOROUGH
Estate: Fee Simple
Area: 0.0200 hectares
Shown as Areas B and C on aerial photodiagram

Lot & D.P. No.
(other legal description) Part Lot 1
DP 10540
Block V
Fyffe Survey District

Part Computer Freehold Register: MB6A/355



Pt Sec 59
Blk V Mt Fyffe SD

Pt Sec 59
Blk V Mt Fyffe SD

Pt Sec 59
Blk V Mt Fyffe SD

CT bdy

Post & wire fence
40 yrs

5260 m²

CT bdy

CT bdy

Lot 1
DP 10540
CFR MB6A/355
M.D. Coates & K.M. Thompson

Lot 1
DP 10754

CT bdy

15° 48.0m
to centre
radius 10 m

0° 30.0m
to centre
radius 10 m

Peg DP 10540

Irreg. width

Totara trees

NOTE: Bearings shown are in terms of
Marlborough Circuit Geodetic 1949 datum.

0 100 200

Metres

Scale 1:2000 (approx.)



PO Box 13-343
Christchurch
Ph 03 379 9901

Ref: Q01/11680

KEY

Appellation boundary
Covenant boundary
Road boundary
Fence
Title boundary

Photography: Google Earth Pro
flown April 2007

QUEEN ELIZABETH II NATIONAL TRUST

OPEN SPACE & LIFE OF TREE COVENANTS

within

Lot 1 DP 10540

MARLBOROUGH LAND DISTRICT

TOTAL COVENANT AREA: 5260 m²

Chief Executive Officer... being a person
authorised by the Trust to certify on its behalf.

Certified for Covenant Purposes pursuant to Section 22(8)
of the Queen Elizabeth the Second National Trust Act 1977

for SURVEYOR-GENERAL (Land Information NZ)

Approved... (Registered Proprietors)



QEII National Trust
Open Space New Zealand
Ngā Kaitiaki Take Kōwhiri

15.8.2008
LICENSED CADASTRAL SURVEYOR

IN WITNESS WHEREOF this Deed has been executed

this 8th day of April 2008

by: MICHAEL DEAN COATES

MD Coates

KATHLEEN MARY THOMPSON

K Thompson

as Covenantor

in the presence of:

Witness (Signed)

Brian N. Brown

Name (Print)

Brian N. Brown

Occupation

Real Estate Salesman

Address

16 Te Waihi

RD 2 Oaro

Kaikoura

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



Chairperson

[Signature]

Director

[Signature]

Chief Executive

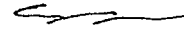
[Signature]

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.

MD COATES
KM THOMPSON
Covenantor



Chief Executive
being a person authorised
by the Trust to certify on
its behalf.

AND

**THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST**

Landonline User ID: Queenentwep

LODGING FIRM: QE II National Trust

Address: PO Box 3341

Wellington 6140

Uplifting Box Number: _____

ASSOCIATED FIRM: _____

Client Code / Ref: 5/8/074

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / S UD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

MB

COV 7970329.1 Covenant
Cpy - 03/04, Pgs - 011, 16/10/08, 11:56

Copies
(inc. original)

DateID: 212276612

Rejected Dealing Number: 7958318.1

Other (state)

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	MB6A355	COV	MD Coates, KM Thompson & QE II National Trust	\$60.00							\$60.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Letter as sub

Original Signatures? _____

Subtotal (for this page)	\$60.00
Total for this dealing	\$60.00
Less Fees paid on Dealing # 7958318.1	\$60.00
Debit my Account for	\$0.00