

CONSERVATION COVENANT
(Section 77 Reserves Act 1977)
IN RESPECT OF IDENTIFIED (.....)

BETWEEN **NAME, NAME & NAME**
("Landowner(s)")

AND **FAR NORTH DISTRICT COUNCIL**
("Council")

INTRODUCTION:

A. Section 77 of the Reserves Act 1977 provides that:

- (i) The Minister, any local authority, or any other body approved by the Minister, is satisfied that any private land or any Crown land held under Crown lease should be managed so as to preserve the natural environment, or landscape amenity, or wildlife or freshwater-life or marine-life habitat, and that the particular purpose or purposes can be achieved without acquiring the ownership of the land, or, as the case may be, of the lessee's interest in the land, for a reserve, may treat and agree with the owner or lessee for a covenant to provide for the management of that land in a manner that will achieve the particular purpose or purposes of conservation.
- (ii) Any covenant under this section may be in perpetuity or for any specific term.

B. The Far North District Council's Rating Relief Policies provide that land that has been set aside to protect particular outstanding landscape, historical, ecological or cultural values, under a formal protection agreement, in a form acceptable to Council and for a term of not less than ten years will be eligible to receive a postponement of rates for the period during which the protection remains in place.

C. The **Landowner(s)** are the registered proprietors of the land described in the schedule ("Land"), consisting **predominantly of a mixture of native and regenerating native trees**.

D. The **Landowner(s)** and the Council have agreed that the Land be managed with the following conservation objectives:

- (i) **To protect habitats on the property so they can sustain a viable population of North Island Brown Kiwi, and**
- (ii) **To protect Kiwi on the property by ensuring that mammalian predators are not introduced on to the property.**

E. Council has sought advice and as a result, is satisfied that the Land is suitable for the continuation of a Conservation Covenant. A copy of the Report is attached as **Appendix 1**.

F. The **Landowner(s)** and the Council have agreed that:

- (i) The **Landowner(s)** may reside on, occupy or use an area of approximatelyha, as delineated on the attached map. The "Excluded Area" will not receive any benefit of rates relief and will be defined as a separate division of the Rating Unit pursuant to Section 45(3) of the Local Government (Rating) Act.
- (ii) The area remaining being ha is the area to be covenanted by this covenant ("Covenanted Area").

For the purposes of this Covenant, the definition of “use” is taken from the Local Government (Rating) Act 2002. It means a person who, alone or with others:

- (a) Leases the land; or
- (b) Does one (1) or more of the following things on the land for profit or other benefit:
 - (i) Resides on the land;
 - (ii) De-pastures or maintains livestock on the land;
 - (iii) Stores anything on the land;
 - (iv) Uses the land in any other way.

Notes: Notwithstanding the above, work undertaken to preserve or enhance the features covenanted on the land, including weed control, will not impact the “unused” status of the land.

The removal of traditional medicinal tree and plant material for personal use will not constitute actual use of the land.

IT IS AGREED that:

1. The foregoing introduction recitals are true and correct and form part of the operative covenants of this document.
2. In accordance with Section 77 of the Reserves Act 1977 the **Landowner(s)** (to the intent that this Covenant will bind the **Landowner(s)**’ successors in title and assigns in perpetuity) and the Council **MUTUALLY COVENANT** that the Covenanted Area shall be managed for the purposes and objectives listed in recital D above, and in particular on the following conditions:
3. The **Landowner(s)** covenant in relation to the Covenanted Area that:
 - (a) The living indigenous vegetation on the Covenanted Area shall not be cut down, damaged or destroyed (except for the maintenance of roadways and walking tracks, and tracks for pest control operations) without prior written consent of Council. The **Landowner(s)** shall be deemed not to be in breach of this prohibition if any such vegetation dies from natural causes, which are not attributable to any act or default by or on behalf of the **Landowner(s)** or for which the **Landowner(s)** are responsible.
 - (b) There shall be no intentional intrusion of grazing stock (including cows, sheep, goats and pigs) into any areas of indigenous vegetation on the Covenanted Area.
 - (c) No occupier of the Land shall keep or introduce on to the site carnivorous or omnivorous exotic animals (such as ferrets, cats or dogs) which have the potential to be Kiwi predators.
 - (d) Exotic vegetation which could adversely affect natural regeneration or local forest health is not to be introduced onto the Land. This includes the introduction of invasive plant species, including those currently listed on the nationally-banned-for-sale list (see Northland Regional Pest Management Strategy) and species described as ‘pest plants’ in the “National Pest Plant Accord (August 2001)”, any Northland Regional Pest Management Strategy or in the leaflet produced jointly by the Department of Conservation and the Northland Regional Council titled “Environmental Weeds Delightful But Destructive” (1984) and any revised versions of these publications.
 - (e) Dead wood and vegetation may be removed from the Covenanted Area by the **Landowner(s)** for the **Landowner(s)**’ own use on the Land.

(f) Any predator/pest control work on the Land will be carried out in the best possible interests of and for the protection and long term survival of Kiwi and other indigenous fauna and flora.

4. The **Landowner(s)** shall pay the costs of preparation and registration of this Covenant.
5. Subject to Council continuing to provide for the postponement of rates pursuant to a policy adopted in terms of Section 110 of the Local Government Act 2002, Council shall postpone the rates on all of the Covenanted Area so long as this Covenant remains in force.
6. The duration of this covenant is for a period of ten years. It is understood that it is the intention of the parties to renew this covenant every ten years on the anniversary of its initial signing.
7. As provided for in Section 88 of the Local Government Rating Act 2002, Council will add a postponement fee to the accumulated postponed rates each year. This postponement fee will not exceed the administrative cost together with the cost of financing the postponed rates.
8. Subject to this covenant remaining in force, Council will remit any postponed rates together with any accumulated postponement fees upon the tenth anniversary of those rates and fees being assessed on the Land, at the rate of one year for each complete year which elapses after such tenth anniversary.
9. The Covenanted Area will be monitored from time to time (for Council at the cost of Council) and a site visit, preferably by the organisation which undertook the initial assessment, will ensure, inter alia, that the purposes for which this covenant was created still apply.
10. In the event that the scheduled site visit identifies that conditions of the covenant are not being met, the following enforcement rules will apply:

Council will give written notice of the breach to the **Landowner(s)** with a copy of a report specifying the nature of the breach and the time during which the breach is to be remedied to the Council's satisfaction.

Council will advise that if the breach is not remedied during the specified time, there is a risk of no longer qualifying for rates relief and of the cancellation of the covenant at the **Landowner(s)**' expense.

There will be a follow-up monitoring visit in order to confirm whether the breach has been remedied and if it has, then no further action is required.

If the breach has not been remedied the **Landowner(s)** will be advised that a further specified period will be given for compliance and the Rating Department will be informed.

In the absence of full compliance within the further specified period, the Council will require all the postponed rates to be paid within one calendar month and this covenant will be cancelled.
11. In the event of cancellation of this covenant, the removal thereof from the register will be applied for at the **Landowner(s)**' expense.

SCHEDULE

Certificate of Title **NA.....** (North Auckland Registry)

DATED this day of **2019**

SIGNED by

 Landowner Name

 Landowner Signature

in the presence of:

 Witness Signature

 Witness Name (Please print)

 Witness Address

SIGNED by

 Landowner Name

 Landowner Signature

in the presence of:

 Witness Signature

 Witness Name (Please print)

 Witness Address

SIGNED ON BEHALF OF THE FAR NORTH DISTRICT COUNCIL

Shaun Clarke
Chief Executive Officer

in the presence of:

Witness Signature

Witness Name (Please print)

Witness Address

DRAFT