



Our Reference: 9277.2 (FNDC)

13 April 2026

Resource Consents Department
Far North District Council
JB Centre
KERIKERI

Dear Sir/Madam

RE: Proposed boundary adjustment subdivision – AD & J Poulton Family Trust; 626A Mangakaretu Road, Okaihau

I am pleased to submit application on behalf of AD & J Poulton Family Trust, for the re-approval of a boundary adjustment subdivision on land at Mangakaretu Road, zoned Rural Production. The application is a controlled activity.

The application fee of \$3,044 has been paid separately via direct credit.

Regards

Lynley Newport
Senior Planner
THOMSON SURVEY LTD

Application for resource consent or fast-track resource consent

(Or Associated Consent Pursuant to the Resource Management Act 1991 (RMA)) (If applying for a Resource Consent pursuant to Section 87AAC or 88 of the RMA, this form can be used to satisfy the requirements of [Form 9](#)). Prior to, and during, completion of this application form, please refer to [Resource Consent Guidance Notes](#) and [Schedule of Fees and Charges](#) — both available on the Council’s web page.

1. Pre-Lodgement Meeting

Have you met with a council Resource Consent representative to discuss this application prior to lodgement?

- Yes No

2. Type of consent being applied for

(more than one circle can be ticked):

- | | |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="radio"/> Land Use | <input type="radio"/> Discharge |
| <input type="radio"/> Fast Track Land Use* | <input type="radio"/> Change of Consent Notice (s.221(3)) |
| <input checked="" type="radio"/> Subdivision | <input type="radio"/> Extension of time (s.125) |
| <input type="radio"/> Consent under National Environmental Standard
(e.g. Assessing and Managing Contaminants in Soil) | |
| <input type="radio"/> Other (please specify) _____ | |

**The fast track is for simple land use consents and is restricted to consents with a controlled activity status.*

3. Would you like to opt out of the fast track process?

- Yes No

4. Consultation

Have you consulted with iwi/Hapū? Yes No

If yes, which groups have you consulted with?

Who else have you consulted with?

For any questions or information regarding iwi/hapū consultation, please contact Te Hono at Far North District Council, tehonosupport@fndc.govt.nz

8. Application site details

Location and/or property street address of the proposed activity:

Name/s:	As per Item 7		
Site address/ location:			
Legal description:	Lot 1 DP 384466	Val Number:	
Certificate of title:	337796		

Please remember to attach a copy of your Certificate of Title to the application, along with relevant consent notices and/or easements and encumbrances (search copy must be less than 6 months old)

Site visit requirements:

Is there a locked gate or security system restricting access by Council staff? Yes No

Is there a dog on the property? Yes No

Please provide details of any other entry restrictions that Council staff should be aware of, e.g. health and safety, caretaker's details. This is important to avoid a wasted trip and having to re-arrange a second visit.

USUAL HEALTH AND SAFETY REQUIREMENTS FOR A WORKING
FARM (LEASED TO A NEXT DOOR NEIGHBOUR (DAIRY FARMER))
PLEASE ADVISE IN ADVANCE OF SITE VISIT

9. Description of the proposal

Please enter a brief description of the proposal here. Please refer to Chapter 4 of the *District Plan, and Guidance Notes*, for further details of information requirements.

Re approval of a previously granted boundary adjustment subdivision where that prior approval has lapsed.

On land zoned Rural Production.

If this is an application for a Change or Cancellation of Consent Notice conditions (s.221(3)), please quote relevant existing Resource Consents and Consent Notice identifiers and provide details of the change(s), with reasons for requesting them.

10. Would you like to request public notification?

Yes No

11. Other consent required/being applied for under different legislation

(more than one circle can be ticked):

- Building Consent
- Regional Council Consent (ref # if known)
- National Environmental Standard Consent
- Other (please specify)

12. National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health:

The site and proposal may be subject to the above NES. In order to determine whether regard needs to be had to the NES please answer the following:

Is the piece of land currently being used or has it historically ever been used for an activity or industry on the Hazardous Industries and Activities List (HAIL)? Yes No Don't know

Is the proposed activity an activity covered by the NES? Please tick if any of the following apply to your proposal, as the NESCS may apply as a result? Yes No Don't know

Subdividing land

Disturbing, removing or sampling soil

Changing the use of a piece of land

Removing or replacing a fuel storage system

13. Assessment of environmental effects:

Every application for resource consent must be accompanied by an Assessment of Environmental Effects (AEE). This is a requirement of Schedule 4 of the Resource Management Act 1991 and an application can be rejected if an adequate AEE is not provided. The information in an AEE must be specified in sufficient detail to satisfy the purpose for which it is required. Your AEE may include additional information such as written approvals from adjoining property owners, or affected parties.

Your AEE is attached to this application Yes

14. Draft conditions:

Do you wish to see the draft conditions prior to the release of the resource consent decision? Yes No

If yes, please be advised that the timeframe will be suspended for 5 working days as per s107G of the RMA to enable consideration for the draft conditions.

15. Billing Details:

This identifies the person or entity that will be responsible for paying any invoices or receiving any refunds associated with processing this resource consent. Please also refer to Council's Fees and Charges Schedule.

Name/s: (please write in full)

JENNIFER POULTON

Email:

Phone number:

Postal address:

(or alternative method of service under section 352 of the act)

Fees Information

An instalment fee for processing this application is payable at the time of lodgement and must accompany your application in order for it to be lodged. Please note that if the instalment fee is insufficient to cover the actual and reasonable costs of work undertaken to process the application you will be required to pay any additional costs. Invoiced amounts are payable by the 20th of the month following invoice date. You may also be required to make additional payments if your application requires notification.

15. Billing details continued...

Declaration concerning Payment of Fees

I/we understand that the Council may charge me/us for all costs actually and reasonably incurred in processing this application. Subject to my/our rights under Sections 357B and 358 of the RMA, to object to any costs, I/we undertake to pay all and future processing costs incurred by the Council. Without limiting the Far North District Council's legal rights if any steps (including the use of debt collection agencies) are necessary to recover unpaid processing costs I/we agree to pay all costs of recovering those processing costs. If this application is made on behalf of a trust (private or family), a society (incorporated or unincorporated) or a company in signing this application I/we are binding the trust, society or company to pay all the above costs and guaranteeing to pay all the above costs in my/our personal capacity.

Name: (please write in full)

JENNIFER POULTON

Signature:

(signature of bill payer)

Date 10/4/26

MANDATORY

16. Important Information:

Note to applicant

You must include all information required by this form. The information must be specified in sufficient detail to satisfy the purpose for which it is required.

You may apply for 2 or more resource consents that are needed for the same activity on the same form.

You must pay the charge payable to the consent authority for the resource consent application under the Resource Management Act 1991.

Fast-track application

Under the fast-track resource consent process, notice of the decision must be given within 10 working days after the date the application was first lodged with the authority, unless the applicant opts out of that process at the time of lodgement.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the RMA.

Privacy Information:

Once this application is lodged with the Council it becomes public information. Please advise Council if there is sensitive information in the proposal. The information you have provided on this form is required so that your application for consent pursuant to the Resource Management Act 1991 can be processed under that Act. The information will be stored on a public register and held by the Far North District Council. The details of your application may also be made available to the public on the Council's website, www.fndc.govt.nz. These details are collected to inform the general public and community groups about all consents which have been issued through the Far North District Council.

17. Declaration

The information I have supplied with this application is true and complete to the best of my knowledge.

Name (please write in full)

JENNIFER POULTON

Signature

Date 10/4/26

A signature is not required if the application is made by electronic means

See overleaf for a checklist of your information...

Checklist

Please tick if information is provided

- Payment (cheques payable to Far North District Council)
- A current Certificate of Title (Search Copy not more than 6 months old)
- Details of your consultation with Iwi and hapū
- Copies of any listed encumbrances, easements and/or consent notices relevant to the application
- Applicant / Agent / Property Owner / Bill Payer details provided
- Location of property and description of proposal
- Assessment of Environmental Effects
- Written Approvals / correspondence from consulted parties
- Reports from technical experts (if required)
- Copies of other relevant consents associated with this application
- Location and Site plans (land use) AND/OR
- Location and Scheme Plan (subdivision)
- Elevations / Floor plans
- Topographical / contour plans

Please refer to Chapter 4 of the District Plan for details of the information that must be provided with an application. Please also refer to the RC Checklist available on the Council's website. This contains more helpful hints as to what information needs to be shown on plans.

AD & J Poulton Family Trust
PROPOSED RE APPROVAL OF SUBDIVISION
PURSUANT TO
FNDC OPERATIVE DISTRICT PLAN
626A Mangakaretu Road, Okaihau
PLANNER'S REPORT &
ASSESSMENT OF ENVIRONMENTAL EFFECTS

Thomson Survey Ltd
Kerikeri

1.0 THE PROPOSAL

The back ground to this application is explained in the consent history associated with the property (refer section 3.2 later in this report).

RC 2200026-RMASUB was a controlled activity boundary adjustment subdivision issued to the applicant, in August 2019. A copy of this consent is attached in Appendix 4. The consent was not given effect to within 5 years and has no lapsed. Whilst no s223 or s224c have been applied for, physical survey work has been undertaken and a draft LT Plan prepared, consistent with RC 2200026's Stamped Approved Plan.

The applicants now seek re-approval of the exact same proposed boundary adjustment. The scheme plan is attached in Appendix 1 – unchanged from that previously stamped approved in terms of lot areas. The legal description of the abuttal property with which Lot 2 is to be amalgamated with has been updated to be the correct current legal description, and the Amalgamation Condition has also been updated accordingly. The scheme plan now also includes a Schedule of Existing Easement in Gross for electricity easement in gross, registered on the title in 2024.

The Amalgamation Condition originally referred to Lot 3 DP 380139, however, that property has since been subdivided and the Amalgamation Condition will now need to read:

That Lot 2 hereon to be transferred to the owners of Lot 3 DP 594604 (1146206) and be held in the same Record of Title.

No changes to the existing conditions of consent are being sought.

1.2 Scope of this Report

This assessment and report accompanies the Resource Consent Application made by the applicant, and is provided in accordance with Section 88 and Schedule 4 of the Resource Management Act 1991. The application seeks re-approval consent for a controlled activity boundary adjustment subdivision. The information provided in this assessment and report is considered commensurate with the scale and intensity of the activity for which consent is being sought. Applicant details are contained within the Application Form 9.

2.0 PROPERTY DETAILS

Location:	626A Mangakaretu Road, Kerikeri - location map in Appendix 2
Legal description:	Lot 1 DP 384466
Records of Title:	337796, with total area of 124.175ha; copy attached in Appendix 3. The Record of Title with which Lot 2 on the scheme plan is to be amalgamated with is also in Appendix 3 (RT 1146206).

3.0 SITE DESCRIPTION

3.1 Site Characteristics

The site is zoned Rural Production in both the Operative District Plan (ODP) and the Proposed District Plan (PDP), with no resource overlays/features. The land is utilised for grazing, with bush areas. Built environment consists of a dwelling and associated sheds and farm buildings, at the site's southern end.

The site is not subject to any natural hazards. It is within a large kiwi present area. There are no archaeological sites, heritage sites, or Sites of Significance to Maori. The site displays no outstanding landscape or natural features. The site contains areas of indigenous vegetation, most of which is protected by means of QEII Open Space Covenant.

Since the original application the NPS Highly Productive Land has been enacted. However, there are no LUC Class 1, 2 or 3 soils on the application site so no "highly productive land". As such the NPS Highly Productive Land does not apply and need not be considered.

3.2 Legal Interests on Titles

As site is subject to two QEII Open Space Covenants and a Consent Notice, all attached as part of Appendix 3. Both the Covenants and Consent Notice are focused on indigenous

vegetation/habitat protection and kiwi protection. They will all remain in place and apply to the affected land as they currently do.

Since the original subdivision consent was issued, the property is now subject to an Easement in Gross in favour of Top Energy. This is also attached as part of Appendix 3.

3.3 Consent History

Building Consent history for the application site includes:

BC-1997-1292-0, issued in 1997 for a garage/workshop;
BC-1998-857-0, issued in 1997 for a storage shed; and
BC-1998-1273-0, issued in 1998 for a dwelling.

Resource Consent history includes:

RC 2200026-RMASUB, issued in 2019 and for which this application is seeking re-approval for.

4.0 SCHEDULE 4 – INFORMATION REQUIRED IN AN APPLICATION

Clauses 2 & 3: Information required in all applications

<i>(1) An application for a resource consent for an activity must include the following:</i>	
<i>(a) a description of the activity:</i>	Refer Sections 1 and 5 of this Planning Report.
<i>(b) an assessment of the actual or potential effect on the environment of the activity:</i>	Refer to Section 6 of this Planning Report.
<i>(b) a description of the site at which the activity is to occur:</i>	Refer to Section 3 of this Planning Report.
<i>(c) the full name and address of each owner or occupier of the site:</i>	This information is contained in the Form 9 attached to the application.
<i>(d) a description of any other activities that are part of the proposal to which the application relates:</i>	No other activities are part of the proposal. The application is for a boundary adjustment subdivision pursuant to the FNDC's ODP.
<i>(e) a description of any other resource consents required for the proposal to which the application relates:</i>	None are required.
<i>(f) an assessment of the activity against the matters set out in Part 2:</i>	Refer to Section 7 of this Planning Report.
<i>(g) an assessment of the activity against any relevant provisions of a</i>	Refer to Sections 5 and 7 of this Planning Report.

<p>document referred to in section 104(1)(b), including matters in Clause (2):</p> <p>(a) any relevant objectives, policies, or rules in a document; and (b) any relevant requirements, conditions, or permissions in any rules in a document; and (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).</p>	
<p>(3) An application must also include any of the following that apply:</p>	
<p>(a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1)):</p> <p>(b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A)):</p> <p>(c) if the activity is to occur in an area within the scope of a planning document prepared by a customary marine title group under section 85 of the Marine and Coastal Area (Takutai Moana) Act 2011, an assessment of the activity against any resource management matters set out in that planning document (for the purposes of section 104(2B)).</p>	<p>Refer to sections 3 & 5.</p> <p>There is no existing resource consent. Not applicable.</p> <p>The site is not within an area subject to a customary marine title group. Not applicable.</p>
<p>(4) An application for a subdivision consent must also include information that adequately defines the following:</p>	
<p>(a) the position of all new boundaries: (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan: (c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips: (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips:</p>	<p>Refer to Scheme Plans in Appendix 1.</p>

<p>(e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A:</p> <p>(f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A):</p> <p>(g) the locations and areas of land to be set aside as new roads.</p>	
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Clause 6: Information required in assessment of environmental effects

<p>(1) An assessment of the activity's effects on the environment must include the following information:</p>	
<p>(a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity:</p>	<p>Refer to Section 6 of this planning report. The activity will not result in any significant adverse effect on the environment.</p>
<p>(b) an assessment of the actual or potential effect on the environment of the activity:</p>	<p>Refer to Section 6 of this planning report.</p>
<p>(c) if the activity includes the use of hazardous installations, an assessment of any risks to the environment that are likely to arise from such use:</p>	<p>Not applicable as the application does not involve hazardous installations.</p>
<p>(d) if the activity includes the discharge of any contaminant, a description of— (i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and (ii) any possible alternative methods of discharge, including discharge into any other receiving environment:</p>	<p>The subdivision does not involve any discharge of contaminant.</p>
<p>(e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect:</p>	<p>Refer to Section 6 of this planning report.</p>
<p>(f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted:</p>	<p>Refer to Section 8 of this planning report.</p>
<p>g) if the scale and significance of the activity's effects are such that monitoring is required, a description of</p>	<p>No monitoring is required as the scale and significance of the effects do not warrant it.</p>

<i>how and by whom the effects will be monitored if the activity is approved:</i>	
<i>(h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).</i>	No protected customary right is affected.

Clause 7: Matters that must be addressed by assessment of environmental effects (RMA)

<i>(1) An assessment of the activity's effects on the environment must address the following matters:</i>	
<i>(a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects:</i>	Refer to Sections 6 and 8 of this planning report and also to the assessment of objectives and policies in Section 7.
<i>(b) any physical effect on the locality, including any landscape and visual effects:</i>	Refer to Section 6. The site has no high or outstanding landscape or natural character values.
<i>(c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity:</i>	Refer to Section 6. The subdivision has no effect on ecosystems or habitat.
<i>(d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations:</i>	Refer to Section 6. The site has no aesthetic, recreational, scientific, historical, spiritual or cultural values that I am aware of, that will be adversely affected by the act of subdividing.
<i>(e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants:</i>	The subdivision will not result in the discharge of contaminants, nor any unreasonable emission of noise.
<i>(f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or hazardous installations.</i>	The subdivision site is not subject to hazard. The proposal does not involve hazardous installations.

5.0 ACTIVITY STATUS

5.1 Operative District Plan

The site is zoned Rural Production with no resource overlays applying.

As a boundary adjustment subdivision, Rule 13.7.1 is assessed below:

Boundary adjustments to lots may be carried out as a controlled (subdivision) activity provided that:

(a) there is no change in the number and location of any access to the lots involved; and

(b) there is no increase in the number of certificates of title; and

(c) the area of each adjusted lot complies with the allowable minimum lot sizes specified for the relevant zone, as a controlled activity in all zones except for General Coastal or as a restricted discretionary activity in the General Coastal Zone (refer Table 13.7.2.1); except that where an existing lot size is already non-complying the degree of non-compliance shall not be increased as a result of the boundary adjustment; and

(d) the area affected by the boundary adjustment is within or contiguous with the area of the original lots; and

(e) all boundary adjusted sites must be capable of complying with all relevant land use rules (e.g building setbacks, effluent disposal); and

(f) all existing on-site drainage systems (stormwater, effluent disposal, potable water) must be wholly contained within the boundary adjusted sites.

The proposal does not change the number or location of any access;

The proposal involves one title which is to be 'subdivided' such that one of the lots (Lot 2 on the scheme plan) is to be transferred to an adjacent title. No additional titles result;

The area of each adjusted title complies with the controlled activity minimum lot size of the zone (20ha);

The boundary adjusted sites are contiguous;

The boundary adjusted sites are capable of complying with all relevant land use rules;

All existing on-site drainage systems are wholly contained with the boundary adjusted site.

In summary the proposal meets all parts of 13.7.1 and is therefore a controlled activity.

Other Rules:

There are no rules in Chapter 12 of the ODP affected by this boundary adjustment proposal. No outstanding landscapes or features; no indigenous vegetation clearance; no excavation or filling required; no natural hazards; no heritage / cultural values; and no waterbodies affected.

There is no change to existing access, and no intensification of use. Existing use rights therefore apply.

In summary I have not identified any zone or district wide rule breaches.

5.2 Proposed District Plan (PDP)

The original consent was granted before the FNDC publicly notified its PDP on 27th July 2022. Any new application must consider the PDP, both in terms of objectives and policies and in regard to any rules that might have immediate legal effect.

There are certain rules that have been identified in the PDP as having immediate legal effect and that may therefore need to be addressed in this application and may affect the category of activity under the Act. These include:

Rules HS-R2, R5, R6 and R9 in regard to hazardous substances on scheduled sites or areas of significance to Maori, significant natural areas or a scheduled heritage resource.

There are no scheduled sites or areas of significance to Maori, significant natural areas or any scheduled heritage resource on the site, therefore these rules are not relevant to the proposal.

Heritage Area Overlays – N/A as none apply to the application site.

Historic Heritage rules and Schedule 2 – N/A as the site does not have any identified (scheduled) historic heritage values.

Notable Trees – N/A – no notable trees on the site.

Sites and Areas of Significance to Maori – N/A – the site does not contain any site or area of significance to Maori.

Ecosystems and Indigenous Biodiversity – Rules IB-R1 to R5 inclusive.

No indigenous vegetation clearance is proposed.

Subdivision (specific parts) – only subdivision provisions relating to land containing Significant Natural Area or Heritage Resources have immediate legal effect. The site contains no scheduled or mapped Significant Natural Areas or Heritage Resources.

Activities on the surface of water – N/A as no such activities are proposed.

Earthworks – Only some rules and standards have legal effect. These are Rules EW-R12 and R13 and related standards EW-S3 and ES-S5 respectively. EW-R12 and associated EW-S3 relate to the requirement to abide by Accidental Discovery Protocol if carrying out earthworks and artefacts are discovered. EW-R13 and associated EW-S5 refer to operating under appropriate Erosion and Sediment Control measures. This boundary adjustment involves no excavation/filling.

Signs – N/A – signage does not form part of this application.

Orongo Bay Zone – N/A as the site is not in Orongo Bay Zone.

There are no zone rules in the PDP with immediate legal effect that affect the proposal's activity status.

6.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

6.1 Allotment Sizes and Dimensions

Lot 1 is already built on and Lot 2 is being transferred to be part of a large farm property.

6.2 Natural and Other Hazards

The site is not mapped as being subject to any hazard.

6.3 Water Supply

The sites are located outside of Council's reticulated water supply area. In any event, no additional title is being created.

6.4 Energy Supply & Telecommunications

Lot 1 has existing services and Lot 2 is being transferred to an existing adjacent property.

6.5 Stormwater Disposal

There is existing development within Lot 1, which is large (over 88ha). Lot 2, whilst vacant land, is to be amalgamated with adjacent land, bring a future title area to well in excess of 200ha. I do not believe stormwater disposal to be an issue.

6.6 Sanitary Sewage Disposal

See above. Lot 1 has existing residential development, with existing on-site wastewater treatment and disposal.

6.7 Property Access

Lot 1 will continue to gain access as it does now – access formed within legal road. There is no additional or intensified use proposed. Existing use rights apply. The land with which Lot 2 is being amalgamated has existing legal road frontage and adding Lot 2 (vacant land) does not increase / intensify use of that access.

6.8 Preservation and enhancement of heritage resources (including cultural), vegetation, fauna and landscape, and land set aside for conservation purposes

Vegetation, fauna and landscape

There are several areas of bush subject to QEII Open Space Covenant protection, as well as Consent Notice protection. In addition to this, there is an existing Consent Notice that prohibits the keeping of dogs and cats, with the exception of up to two working dogs. These protection mechanisms all remain in place.

As part of the original subdivision, the applicant consulted with QEII about subdividing the land, because some of the covenant areas have been split as a result of the boundary adjustment, albeit they remain protected and subject to the QEII instrument applying to the land. Approval from QEII was granted, and a copy of that correspondence is attached in Appendix 5.

Heritage/Cultural

The site does not contain any historic sites, nor any archaeological sites. Neither does the site contain any Sites of Cultural Significance to Maori (as scheduled in the ODP or PDP).

6.9 Access to waterbodies

There are no lots of less than 4ha in area being created.

6.10 Land use compatibility (reverse sensitivity)

Given that no additional titles are being created, the proposal does not increase the risk of reverse sensitivity effect occurring.

6.11 Proximity to Airports

The site is outside of any identified buffer area associated with any airport.

6.12 Natural Character of the Coastal Environment

The site is not within the coastal environment.

6.13 Energy Efficiency and renewable Energy Development/Use

The proposal has not considered energy efficiency. This is an option for future lot owners

7.0 STATUTORY ASSESSMENT

7.1 Operative District Plan Objectives and Policies

The relevant objectives and policies in the ODP were assessed in the original application. As a controlled activity boundary adjustment subdivision, I consider the proposal to be entirely consistent with the ODP's subdivision objectives and policies.

Objectives

The subdivision is consistent with the purpose of the zone and promotes sustainable management of natural and physical resources (13.3.1). The Assessment of Environmental Effects and supporting report conclude that the proposed subdivision is appropriate for the site and that there are no adverse effects (13.3.2).

Objectives 13.3.3 and 13.3.4 refer to outstanding landscapes or natural features; and scheduled heritage resources; and to land in the coastal environment. The site contains a small portion of outstanding landscape features and this area is to be subject to protection.

The lots will be required to be self sufficient in terms of on-site water storage and appropriate stormwater management (13.3.5 & 13.4.8). The subdivision lots have, or will have, legal access (13.3.10).

The site does not contain any sites of cultural significance to Maori, or wahi tapu. The boundary adjustment subdivision will have no adverse impact on water quality. I do not believe that the proposal adversely impacts on the ability of Maori to maintain their relationship with ancestral lands, water, sites, wahi tapu and other taonga (13.3.7 and 13.4.11).

Policies

13.4.1 That the sizes, dimensions and distribution of allotments created through the subdivision process be determined with regard to the potential effects including cumulative effects, of the use of those allotments on:

- (a) natural character, particularly of the coastal environment;
- (b) ecological values;
- (c) landscape values;
- (d) amenity values;
- (e) cultural values;
- (f) heritage values; and
- (g) existing land uses.

No additional titles are created. The boundary adjustment has adequately taken into account the matters listed in the above policy.

Access is existing (13.4.2 and 13.4.5). The site is not identified as being subject to any hazard (13.4.3).

The site does not contain any heritage resources. Indigenous vegetation is already protected (13.4.6).

S6 matters (National Importance) are addressed later in this report and any relevant matter listed in Policy 13.4.13 has been had regard to. The subdivision has had regard to the underlying zone's objectives and policies (13.4.14).

Rural Production Zone Objectives and Policies

The proposal enables the efficient use and development of rural land (including existing uses) (8.6.3.2 & 8.6.4.5). The proposed subdivision will not adversely affect the amenity values of the zone as there will be no major changes to the existing land use (8.6.3.3 & 8.6.4.4).

The site has no outstanding landscape features or values. Indigenous vegetation is already protected. I do not believe the proposal will generate any significant increased risk of reverse sensitivity issues arising (8.6.3.6 & 8.6.3.7; 8.6.4.7 & 8.6.4.8 & 8.6.4.9).

In summary, I believe the proposal to be consistent with the objectives and policies as cited above.

7.2 Proposed District Plan Objectives and Policies

The original consent was granted prior to the Proposed District Plan (PDP) being publicly notified. Any new application must be assessed against any relevant objectives and policies in the PDP. These include those pertaining to Subdivision and those pertaining to the Rural Production Zone. Whilst the site contains indigenous vegetation, this is already protected. Such protection renders the proposal consistent with the objectives and policies in the PDP relating to indigenous biodiversity.

SUB-O1

Subdivision results in the efficient use of land, which:

- a. achieves the objectives of each relevant zone, overlays and district wide provisions;*
- b. contributes to the local character and sense of place;*
- c. avoids reverse sensitivity issues that would prevent or adversely affect activities already established on land from continuing to operate;*
- d. avoids land use patterns which would prevent land from achieving the objectives and policies of the zone in which it is located;*
- e. does not increase risk from natural hazards or risks are mitigated and existing risks reduced; and*
- f. manages adverse effects on the environment.*

SUB-O2

Subdivision provides for the:

- a. Protection of highly productive land; and*
- b. Protection, restoration or enhancement of Outstanding Natural Features, Outstanding Natural Landscapes, Natural Character of the Coastal Environment, Areas of High Natural Character, Outstanding Natural Character, wetland, lake and river margins, Significant Natural Areas, Sites and Areas of Significance to Māori, and Historic Heritage.*

SUB-O3 *Infrastructure is planned to service the proposed subdivision and development where:*

- a. there is existing infrastructure connection, infrastructure should be provided in an integrated, efficient, coordinated and future-proofed manner at the time of subdivision; and*
- b. where no existing connection is available infrastructure should be planned and consideration be given to connections with the wider infrastructure network.*

SUB-O4

Subdivision is accessible, connected, and integrated with the surrounding environment and provides for:

- a. public open spaces;*
- b. esplanade where land adjoins the coastal marine area; and*
- c. esplanade where land adjoins other qualifying water bodies*

I consider the subdivision to achieve the objectives of the relevant zone, and district wide provisions. Local character is not adversely affected; reverse sensitivity issues will not increase and/or can be mitigated; there is no risk from natural hazards. Adverse effects on the environment are considered to be less than minor and not requiring mitigation (SUB-O1).

The site does not contain land that meets the definition of 'highly productive land'. The site contains no ONF's or ONL's, nor any areas of high or outstanding natural character. There are no lakes or rivers, no Sites and Areas of Significance to Maori and no Historic Heritage resources/features within the site. There are areas of indigenous vegetation, already protected (SUB-O2).

The proposal is consistent with SUB-O3 and SUB-O4 does not apply.

SUB-P1

Enable boundary adjustments that:

- a. do not alter:
 - i. the degree of non compliance with District Plan rules and standards;
 - ii. the number and location of any access; and
 - iii. the number of certificates of title; and
- b. are in accordance with the minimum lot sizes of the zone and comply with access, infrastructure and esplanade provisions.

The boundary adjustment does not alter the degree of any non compliance with District Plan rules and standards – title areas resulting from the proposal are both in excess of the proposed 40ha controlled activity minimum lot size in any event.

SUB-P2

Enable subdivision for the purpose of public works, infrastructure, reserves or access.

Not applicable.

SUB-P3

Provide for subdivision where it results in allotments that:

- a. are consistent with the purpose, characteristics and qualities of the zone;
- b. comply with the minimum allotment sizes for each zone;
- c. have an adequate size and appropriate shape to contain a building platform; and
- d. have legal and physical access.

The subdivision results in titles that meet the PDP's proposed controlled minimum allotment size for the Zone. No additional titles are being created so there is no need to provide for any new / additional building platforms. Titles have legal and physical access.

SUB-P4

Manage subdivision of land as detailed in the district wide, natural environment values, historical and cultural values and hazard and risks sections of the plan

The subdivision has had regard to all the matters listed, where relevant.

SUB-P5

Manage subdivision design and layout in the General Residential, Mixed Use and Settlement zone....

N/A.

SUB-P6 Require infrastructure to be provided in an integrated and comprehensive manner by:

- demonstrating that the subdivision will be appropriately serviced and integrated with existing and planned infrastructure if available; and
- ensuring that the infrastructure is provided in accordance the purpose, characteristics and qualities of the zone.

The subdivision is rural with no nearby Council administered or operated infrastructure except for roads.

SUB- P7

Require the vesting of esplanade reserves when subdividing land adjoining the coast or other qualifying water bodies.

No lots of less than 4ha created.

SUB-P8 Avoid rural lifestyle subdivision in the Rural Production zone unless the subdivision:

- will protect a qualifying SNA in perpetuity and result in the SNA being added to the District Plan SNA schedule; and
- will not result in the loss of versatile soils for primary production activities.

N/A. No rural lifestyle lots being created.

SUB-P9

Avoid subdivision [sic] rural lifestyle subdivision in the Rural Production zone and Rural residential subdivision in the Rural Lifestyle zone unless the development achieves the environmental outcomes required in the management plan subdivision rule.

N/A.

SUB-P10

To protect amenity and character by avoiding the subdivision of minor residential units from Principal residential units where resultant allotments do not comply with minimum allotment size and residential density.

Not relevant. No minor residential units exist.

SUB-P11

Manage subdivision to address the effects of the activity requiring resource consent including (but not limited to) consideration of the following matters where relevant to the application:

- consistency with the scale, density, design and character of the environment and purpose of the zone;
- the location, scale and design of buildings and structures;
- the adequacy and capacity of available or programmed development infrastructure to accommodate the proposed activity; or the capacity of the site to cater for on-site infrastructure associated with the proposed activity;
- managing natural hazards;
- Any adverse effects on areas with historic heritage and cultural values, natural features and landscapes, natural character or indigenous biodiversity values; and
- any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.

No consent is required under the PDP so the above policy has little relevance. In summary I believe the proposed boundary adjustment subdivision to be consistent with the PDP's objectives and policies in regard to subdivision.

The site is zoned Rural Production in the Proposed District Plan.

Objectives

RPROZ-O1

The Rural Production zone is managed to ensure its availability for primary production activities and its long-term protection for current and future generations.

RPROZ-O2

The Rural Production zone is used for primary production activities, ancillary activities that support primary production and other compatible activities that have a functional need to be in a rural environment.

RPROZ-O3

Land use and subdivision in the Rural Production zone:

- a. protects highly productive land from sterilisation and enables it to be used for more productive forms of primary production;
- b. protects primary production activities from reverse sensitivity effects that may constrain their effective and efficient operation;
- c. does not compromise the use of land for farming activities, particularly on highly productive land;
- d. does not exacerbate any natural hazards; and
- e. is able to be serviced by on-site infrastructure.

RPROZ-O4

The rural character and amenity associated with a rural working environment is maintained.

The subdivision does little to affect productivity. The site contains no highly productive land (as defined in the NPS HPL) (RPROZ-O1). The proposal is not a land use application (RPROZ-O2). The application property has no highly productive land and does not create additional reverse sensitivity effects. The property is not subject to natural hazard. Lot 1 is serviced by on-site infrastructure (RPROZ-O3). The subdivision does not adversely affect the rural character and amenity of the area (RPROZ-O4).

Policies

RPROZP2

Ensure the Rural Production zone provides for activities that require a rural location by:

- a. enabling primary production activities as the predominant land use;
- b. enabling a range of compatible activities that support primary production activities, including ancillary activities, rural produce manufacturing, rural produce retail, visitor accommodation and home businesses.

Primary production activities continue to be enabled, as are a range of compatible activities that might support productive use.

RPROZP3

Manage the establishment, design and location of new sensitive activities and other non-productive activities in the Rural Production Zone to avoid where possible, or otherwise mitigate, reverse sensitivity effects on primary production activities.

There is no increase in the number of titles and no additional reverse sensitivity effects result from the proposal.

RPROZP4

Land use and subdivision activities are undertaken in a manner that maintains or enhances the rural character and amenity of the Rural Production zone, which includes:

- a. a predominance of primary production activities;
- b. low density development with generally low site coverage of buildings or structures;
- c. typical adverse effects such as odour, noise and dust associated with a rural working environment; and
- d. a diverse range of rural environments, rural character and amenity values throughout the District.

The proposal maintains rural character and amenity. There is no change in overall density.

RPROZP5

Avoid land use that:

- a. is incompatible with the purpose, character and amenity of the Rural Production zone;
- b. does not have a functional need to locate in the Rural Production zone and is more appropriately located in another zone;
- c. would result in the loss of productive capacity of highly productive land;
- d. would exacerbate natural hazards; and
- e. cannot provide appropriate on-site infrastructure.

Application is not a land use. N/A.

RPROZP6

Avoid subdivision that:

- a. results in the loss of highly productive land for use by farming activities;
- b. fragments land into parcel sizes that are no longer able to support farming activities, taking into account:
 1. the type of farming proposed; and
 2. whether smaller land parcels can support more productive forms of farming due to the presence of highly productive land.
- c. provides for rural lifestyle living unless there is an environmental benefit.

The subdivision does not result in the loss of highly productive land (no LUC 1, 2 or 3 soils exist on the site). No rural lifestyle living is proposed.

RPROZP7

Manage land use and subdivision to address the effects of the activity **requiring resource consent**, including (but not limited to) consideration of the following matters where relevant to the application:

- a. whether the proposal will increase production potential in the zone;
- b. whether the activity relies on the productive nature of the soil;
- c. consistency with the scale and character of the rural environment;
- d. location, scale and design of buildings or structures;
- e. for subdivision or non-primary production activities:
 - i. scale and compatibility with rural activities;
 - ii. potential reverse sensitivity effects on primary production activities and existing infrastructure;
 - iii. the potential for loss of highly productive land, land sterilisation or fragmentation

-
- f. at zone interfaces:
- i. any setbacks, fencing, screening or landscaping required to address potential conflicts;
 - ii. the extent to which adverse effects on adjoining or surrounding sites are mitigated and internalised within the site as far as practicable;
- g. the capacity of the site to cater for on-site infrastructure associated with the proposed activity, including whether the site has access to a water source such as an irrigation network supply, dam or aquifer;
- h. the adequacy of roading infrastructure to service the proposed activity;
- i. Any adverse effects on historic heritage and cultural values, natural features and landscapes or indigenous biodiversity;
- j. Any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.

No consent is required under the PDP and the above policy is therefore of limited relevance.

7.3 Part 2 Matters

5 Purpose

- (1) The purpose of this Act is to promote the sustainable management of natural and physical resources.
- (2) In this Act, sustainable management means managing the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while—
 - (a) sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and
 - (b) safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and
 - (c) avoiding, remedying, or mitigating any adverse effects of activities on the environment.

The proposal provides for peoples' social and economic well being, and for their health and safety, while sustaining the potential of natural and physical resources, safeguarding the life-supporting capacity of air, water, soil and the ecosystems; and avoiding, remedying or mitigating adverse effects on the environment.

6 Matters of national importance

In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development, and protection of natural and physical resources, shall recognise and provide for the following matters of national importance:

- (a) the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development;
- (b) the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development;
- (c) the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna;
- (d) the maintenance and enhancement of public access to and along the coastal marine area, lakes, and rivers;

-
- (e) the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga;
 - (f) the protection of historic heritage from inappropriate subdivision, use, and development;
 - (g) the protection of protected customary rights;
 - (h) the management of significant risks from natural hazards.

The only matter of national importance relevant to the boundary adjustment is the protection of significant indigenous vegetation – already achieved through protection measures already in place.

7 Other matters

In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development, and protection of natural and physical resources, shall have particular regard to—

- (a) *kaitiakitanga:*
 - (aa) *the ethic of stewardship;*
 - (b) *the efficient use and development of natural and physical resources;*
 - (ba) *the efficiency of the end use of energy;*
 - (c) *the maintenance and enhancement of amenity values;*
 - (d) *intrinsic values of ecosystems;*
 - (e) *[Repealed]*
 - (f) *maintenance and enhancement of the quality of the environment;*
 - (g) *any finite characteristics of natural and physical resources;*
 - (h) *the protection of the habitat of trout and salmon;*
 - (i) *the effects of climate change;*
 - (j) *the benefits to be derived from the use and development of renewable energy.*

Regard has been had to any relevant parts of Section 7 of the RMA, "Other Matters". These include 7(b), (c), (d), (f) and (g). Proposed layout and lot size will ensure the maintenance of amenity values and the quality of the environment. The proposal has had regard to the values of ecosystems.

8 Treaty of Waitangi

In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development, and protection of natural and physical resources, shall take into account the principles of the Treaty of Waitangi (Te Tiriti o Waitangi).

The principles of the Treaty of Waitangi have been considered and it is believed that this proposed subdivision does not offend any of those principles.

In summary, it is considered that all matters under s5-8 inclusive have been adequately taken into account.

7.4 National Policy Statements and National Environmental Standards

NES Freshwater

No subdivision site works required and no impact on any waterbody.

NPS Highly Productive Land

There is no land within the application site that meets the definition of "highly productive land". The proposal is therefore not subject to the NPS HPL.

NES Assessing and Management Contaminants in Soil to Protect Human Health

The site is not known to have ever supported a hazardous activity or industry.

NPS Indigenous Biodiversity

The proposal does not involve any clearance of indigenous vegetation and there are several areas of indigenous vegetation subject to existing protection.

7.5 Regional Policy Statement

The Regional Policy Statement for Northland contains objectives and policies related to infrastructure and regional form and economic development. These are enabling in promoting sustainable management in a way that is attractive for business and investment. The proposal is consistent with these objectives and policies. The boundary adjustment is entirely consistent with the relevant objectives and policies of the RPS. There are no highly versatile soils; no additional reverse sensitivity issues arise; and areas of indigenous vegetation within the property are already protected. The site is not subject to hazard.

8.0 s95A-E ASSESSMENT & CONSULTATION

This application for re-approval does not alter anything from the existing consent. The same number of titles will result as provided for in the existing consent. The original consent addressed consultation and the Council issued the consent under delegated authority on the basis of effects on the wider environment being no more than minor, and there being no affected persons. This has not changed. I believe there is no need to publicly or limited notify the application. I have not identified any new or additional affected persons.

9.0 SUGGESTED CONDITIONS OF CONSENT

The lapsed consent contained s223 conditions only, in regard to consistency with the scheme plan and the amalgamation condition wording. With no additional titles or development, there is no need for any additional conditions.

It is requested that Council repeat the conditions of RC 2200026-RMASUB, noting the updated Amalgamation Condition wording.

10.0 CONCLUSION

The site is considered suitable for the proposed boundary adjustment subdivision. Effects on the wider environment are no more than minor. The proposal is not considered contrary to the relevant objectives and policies of the Operative and Proposed District Plans, and is considered to be consistent with relevant objectives and policies of National and Regional Policy Statements. Part 2 of the Resource Management Act has been had regard to.

There is no District Plan rule or national environmental standard that requires the proposal to be publicly notified. No affected persons have been identified.

It is requested that the Council give favourable consideration to this application for re-approval of a boundary adjustment, and grant consent.



Signed
Lynley Newport,
Senior Planner
Thomson Survey Ltd

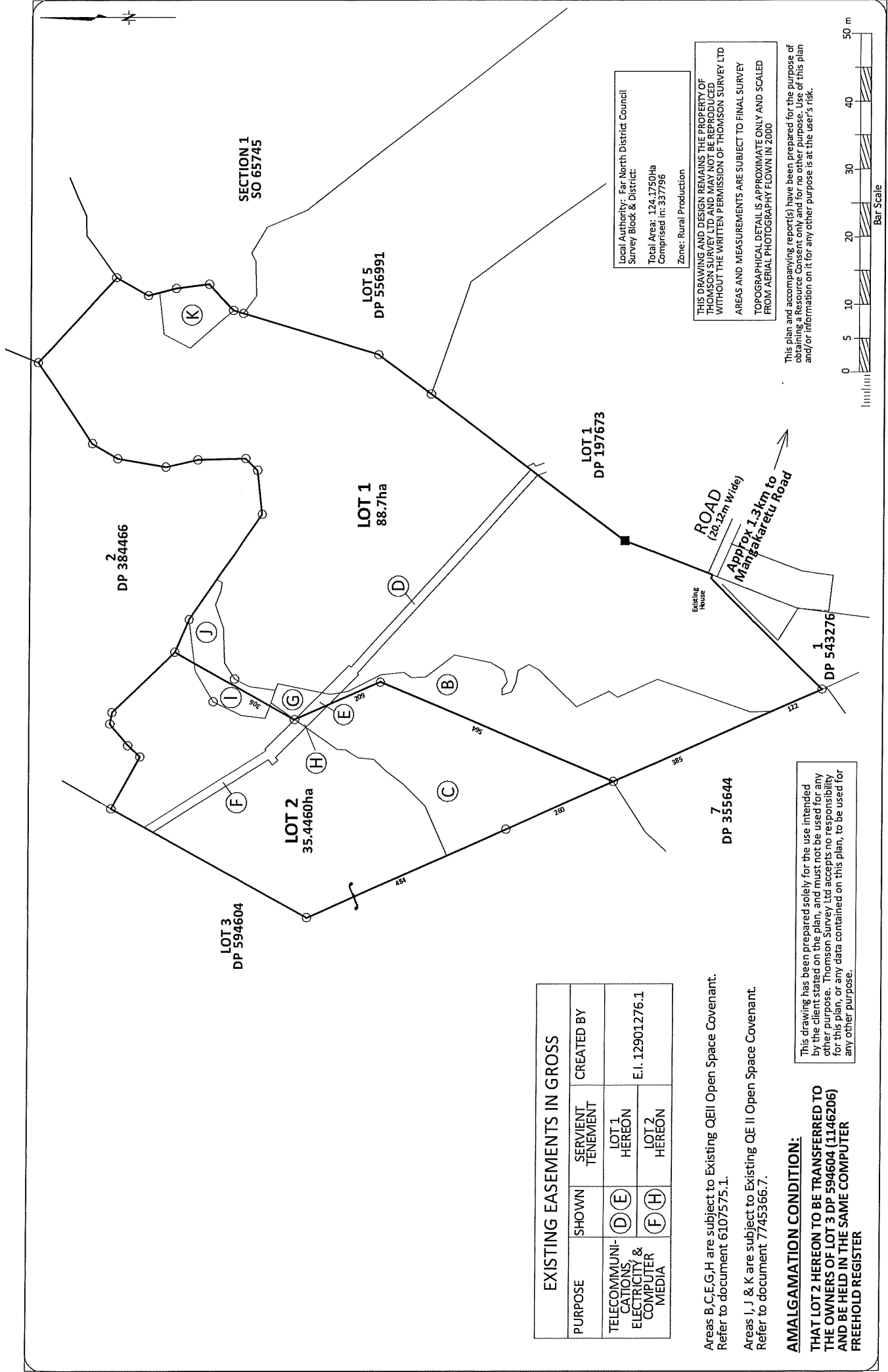
Dated 13th April 2026

11.0 LIST OF APPENDICES

- Appendix 1** Scheme Plan(s)
- Appendix 2** Location Plan
- Appendix 3** Records of Title & Relevant Instruments
- Appendix 4** RC 2200026-RMASUB
- Appendix 5** Letter of Approval from QEII

Appendix 1

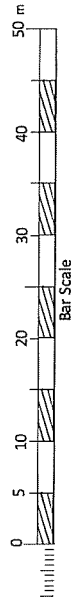
Scheme Plan(s)



Local Authority: Far North District Council
 Survey Block & District:
 Total Area: 124.1750Ha
 Comprised in: 337796
 Zone: Rural Production

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EXISTING EASEMENTS IN GROSS			
PURPOSE	SHOWN	SERVIENT TENEMENT	CREATED BY
TELECOMMUNICATIONS, ELECTRICITY & COMPUTER MEDIA	(D)(E)	LOT 1 HEREON	E.I. 12901276.1
	(F)(H)	LOT 2 HEREON	

Areas B,C,E,G,H are subject to Existing QEII Open Space Covenant. Refer to document 6107575.1.

Areas I, J & K are subject to Existing OE II Open Space Covenant. Refer to document 7745366.7.

AMALGAMATION CONDITION:

THAT LOT 2 HEREON TO BE TRANSFERRED TO THE OWNERS OF LOT 3 DP 594604 (1146206) AND BE HELD IN THE SAME COMPUTER FREEHOLD REGISTER

This drawing has been prepared solely for the use intended by the client stated on the plan, and must not be used for any other purpose. Thomson Survey Ltd accepts no responsibility for this plan, or any data contained on this plan, to be used for any other purpose.

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 Ph: (09) 4077360 Fax: (09) 4077322

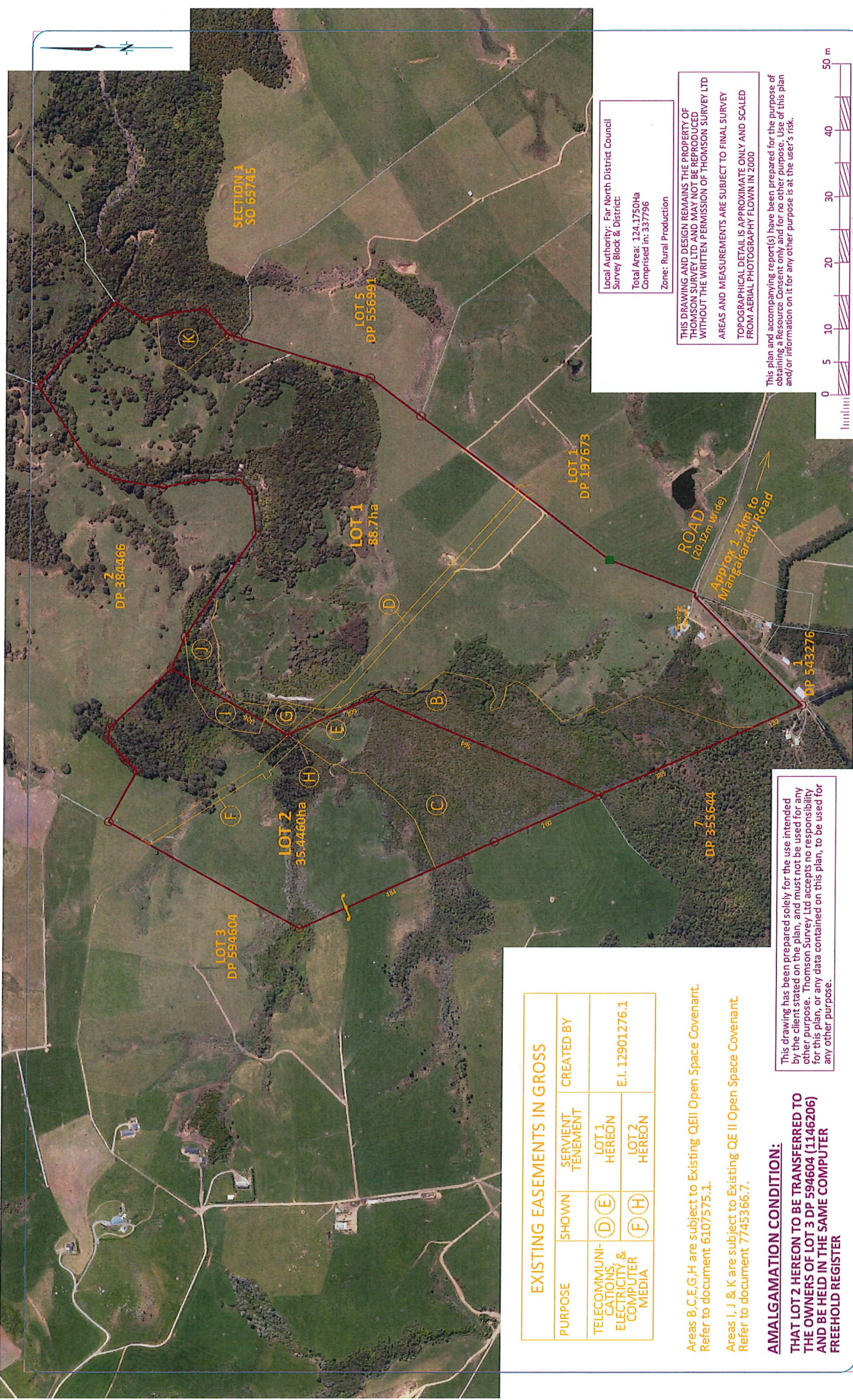
PROPOSED SUBDIVISION OF LOT 1 DP 384466

PREPARED FOR: J&D Poulton

Name	Date	ORIGINAL SHEET SIZE	SCALE	1:7500 A3
Survey				
Design				
Drawn	10-05-18			
Approved				
Rev	KY 02.04.26			

92777 Scheme 20260402

Surveyors Ref. No: 9277
 Series: Sheet 1 of 1



EXISTING EASEMENTS IN GROSS			
PURPOSE	SHOWN	SERVIENT TENEMENT	CREATED BY
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Local Authority: Far North District Council
 Survey Block & District:
 Total Area: 124.1750Ha
 Comprised in: 337796
 Zone: Rural Production

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Surveyors Ref. No:	9277	Series	Sheet 1 of 1
Survey Design	Name	Date	ORIGINAL SHEET SIZE
Drawn	PIH	10-05-18	SCALE
Approved	KY	02.04.26	1:7500 A3
Rev			9277 Scheme 20260402

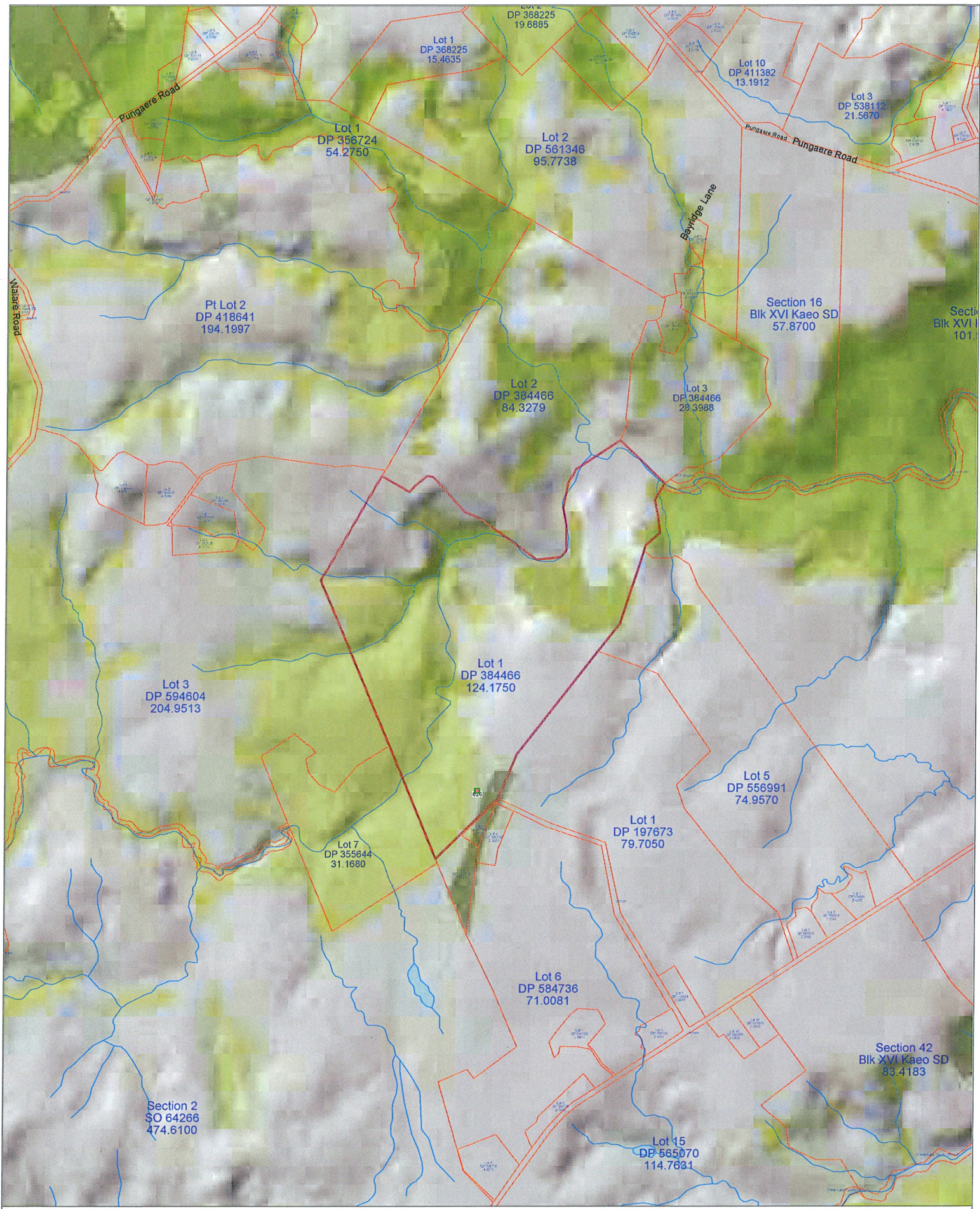
PROPOSED SUBDIVISION OF LOT 1 DP 384466

PREPARED FOR: J&D Poulton

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 315 Kerikeri Rd
 P.O. Box 372 Kerikeri
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 Ph: (09) 4077360 Fax (09) 4077322
 Registered Land Surveyors, Planners & Land Development Consultants

Appendix 2

Location Plan



Appendix 3

Records of Title & Relevant Instruments



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

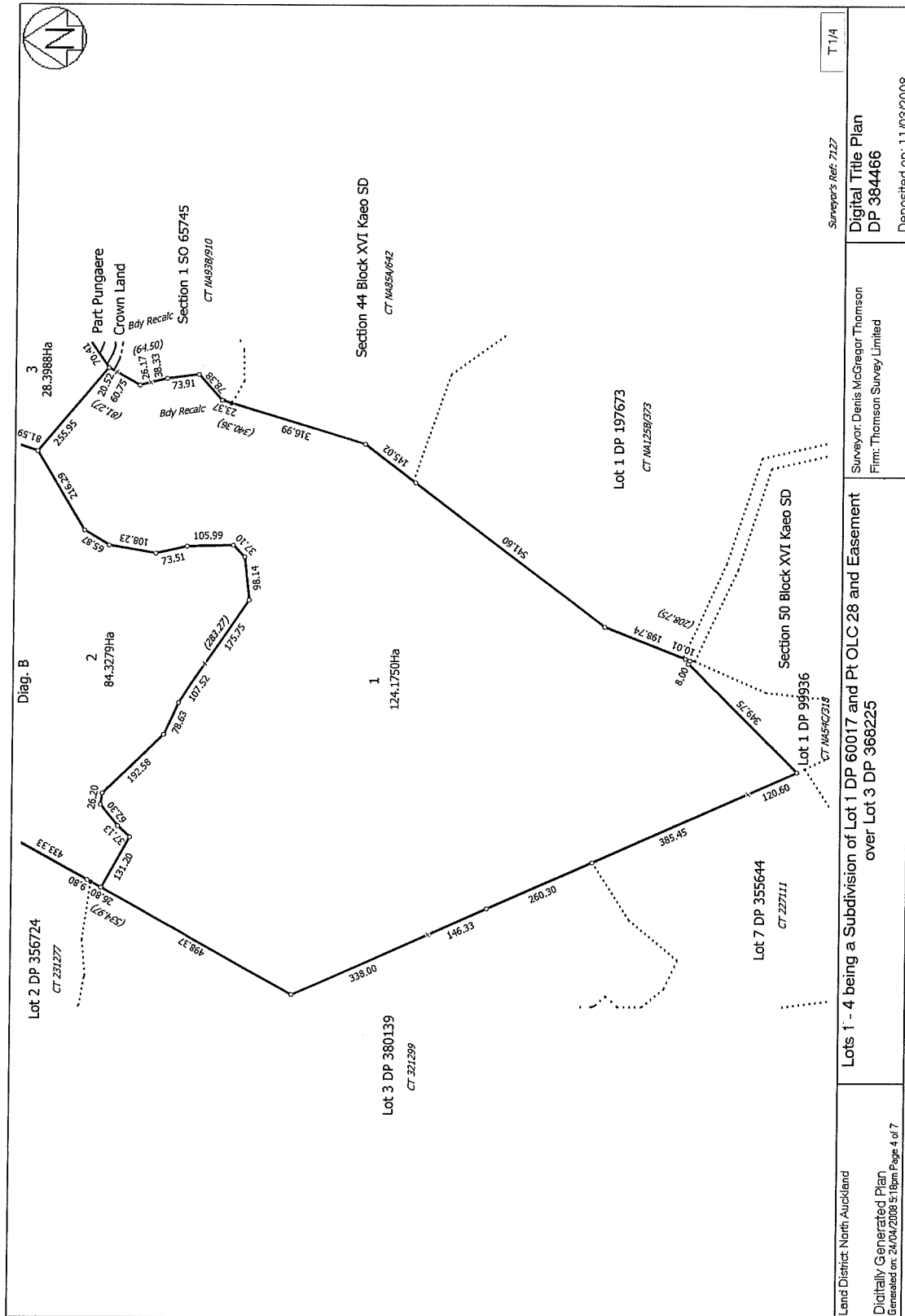
Identifier 337796
Land Registration District North Auckland
Date Issued 11 March 2008

Prior References
NA56B/570

Estate Fee Simple
Area 124.1750 hectares more or less
Legal Description Lot 1 Deposited Plan 384466
Registered Owners
Alan Darvall Poulton, Jennifer Poulton and Mark Thomas Stewart

Interests

Appurtenant hereto is a right of way created by Transfer 577927
6107575.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth the Second National Trust Act 1977 - 9.8.2004 at 9:00 am
7745366.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 11.3.2008 at 9:00 am
7745366.7 Open Space Covenant pursuant to Section 22 Queen Elizabeth the Second National Trust Act 1977 - 11.3.2008 at 9:00 am. (affects parts marked E & G on DP 384466)
9126179.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 18.7.2012 at 12:17 pm
10658696.1 Notice pursuant to Section 18 Public Works Act 1981 - 15.12.2016 at 7:00 am
10833949.1 Notice pursuant to Section 23 Public Works Act 1981 - 29.6.2017 at 7:00 am
Subject to a right (in gross) to convey electricity, telecommunications and computer media over part marked B on SO 509803 in favour of Top Energy Limited created by Easement Instrument 12901276.1 - 23.1.2024 at 9:02 am



T 1/4

Surveyor's Ref: 7127

Digital Title Plan
DP 384466

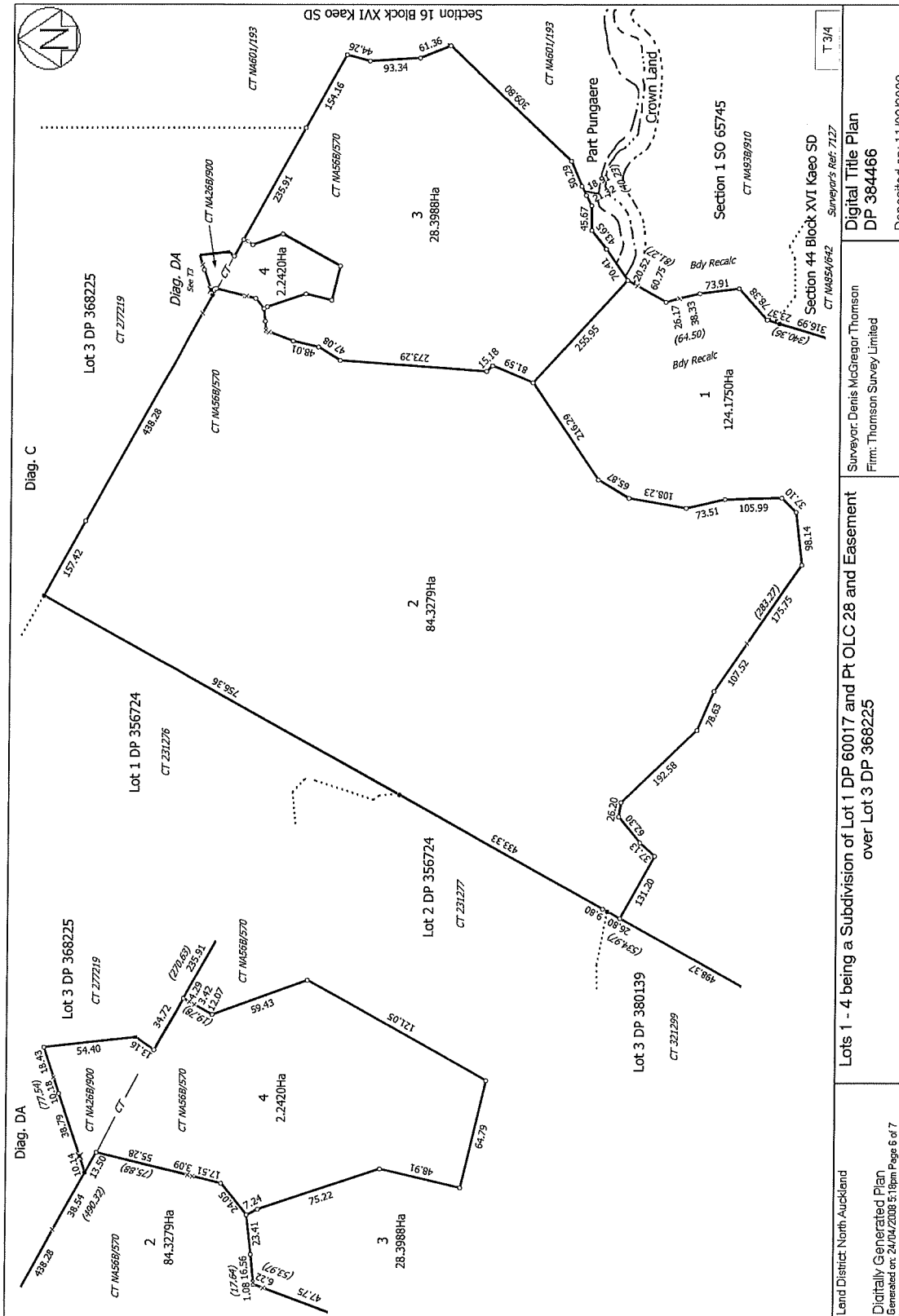
Deposited on: 11/03/2008

Surveyor: Denis McGregor Thomson
Firm: Thomson Survey Limited

Lots 1 - 4 being a Subdivision of Lot 1 DP 60017 and Pt OLC 28 and Easement over Lot 3 DP 368225

Land District: North Auckland

Digitally Generated Plan
Generated on: 24/04/2008 5:18pm Page 4 of 7



<p>Land District: North Auckland</p>	<p>Lots 1 - 4 being a Subdivision of Lot 1 DP 60017 and Pt OLC 28 and Easement over Lot 3 DP 368225</p>	<p>Digitally Generated Plan Generated on: 24/04/2008 5:18pm Page 6 of 7</p>
<p>Surveyor: Denis McGregor Thomson Firm: Thomson Survey Limited</p>	<p>Section 1 SO 65745 Section 44 Block XVI Kaero SD Section 16 Block XVI Kaero SD</p>	<p>Diagonally Generated Plan DP 384466</p>
<p>Surveyor's Ref: 7127 CT N4551/642</p>	<p>Diagonally Generated Plan DP 384466</p>	<p>Deposited on: 11/03/2008</p>
<p>CT N4558/570</p>	<p>Diagonally Generated Plan DP 384466</p>	<p>Diagonally Generated Plan DP 384466</p>
<p>CT N4558/570</p>	<p>Diagonally Generated Plan DP 384466</p>	<p>Diagonally Generated Plan DP 384466</p>
<p>CT N4558/570</p>	<p>Diagonally Generated Plan DP 384466</p>	<p>Diagonally Generated Plan DP 384466</p>

COV 6107575.1 Covenant

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DocID: 311646668



Queen Elizabeth II

National Trust

For open space in New Zealand

Nga Kairauhi Papa

OPEN SPACE COVENANT

OPEN SPACE COVENANT

(Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977)
WHEREAS ALAN DARVALL POULTON and JENNIFER POULTON

(hereinafter called "**the Covenantor**") 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

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 Schedules hereto to the end and intent that the same shall bind the land in perpetuity.

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 the open space values of the land.
- b) To protect and enhance the natural character of the land with particular regard to the indigenous flora and fauna.
- c) To protect the landscape amenity of the bush 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.
 - "**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 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, or as outlined in the Third Schedule, 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 pest 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 prospecting or 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 Resource Management Act 1991.
 - (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.
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 authority or company, including a mining company, or other body or person of the intention to erect or lay on or underground utility transmission lines or carry out any prospecting, exploration, 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 Biosecurity Act 1993 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 repairs and replacement except as provided for in Clause 8 herein.
8. In respect to access to the land the Covenantor and the Trust have mutually agreed that:
 - (i) With the prior consent of the Owner, the Trust may through its officers, agents or servants enter upon the land for the purpose of viewing the state and condition thereof. In applying this condition the Owner shall not arbitrarily or unreasonably withhold consent and should any fence, gate or other improvement on the land be damaged in the course of the Trust exercising the right of access the Trust shall arrange repair or replacement.
 - (ii) The Owner shall have the sole right to determine whether or not any member of the public may have entry or access to the land
 - (iii) If any consent or permission is granted under (i) or (ii) of this clause, 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.
9. The Owner may approve the use of firearms, traps or the safe use of poison by any person or persons for the eradication of pest animals on the land.
10. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Chief Executive 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.
11. The Owner or the Trust may at any time during the term of this covenant, by mutual agreement, carry out any works or 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.
12. The Trust may 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.
13. 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.
14. 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.
15. 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 Schedules hereto.

THIRD SCHEDULE

1. The Owner may maintain the existing access tracks through the bush on the land.
2. Notwithstanding clause 4 of the Second Schedule, the Owner may draw water from the Kerikeri River for domestic and stock purposes.
3. Should there be a breakdown in the effectiveness of electric fencing for whatever reason, the Owner will upgrade the said electric fencing to a permanent stock-proof fence with the cost of the required permanent fence being negotiated between the Owner and the Trust at that time.
4. The Owner may continue to use the stock access route on the Land and may from time to time allow grazing of the grassed areas associated with the stock access route provided an electric wire is used when cattle graze the area to prevent browsing of the protected vegetation.

SCHEDULE OF LAND

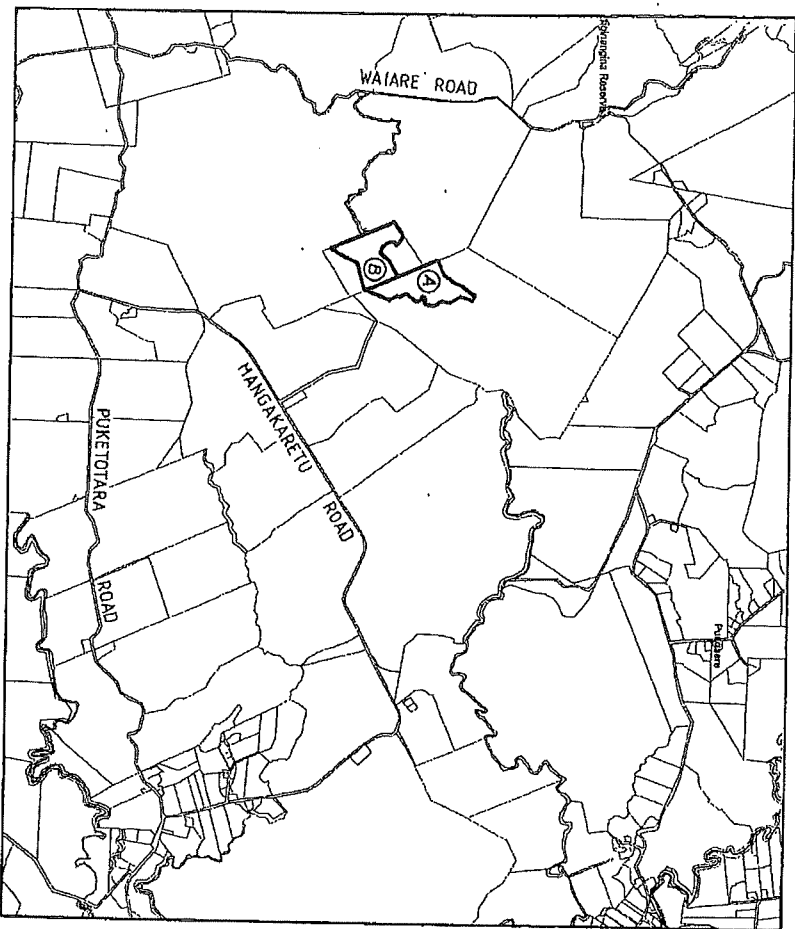
Land Registry: **NORTH AUCKLAND**

Estate: Fee Simple

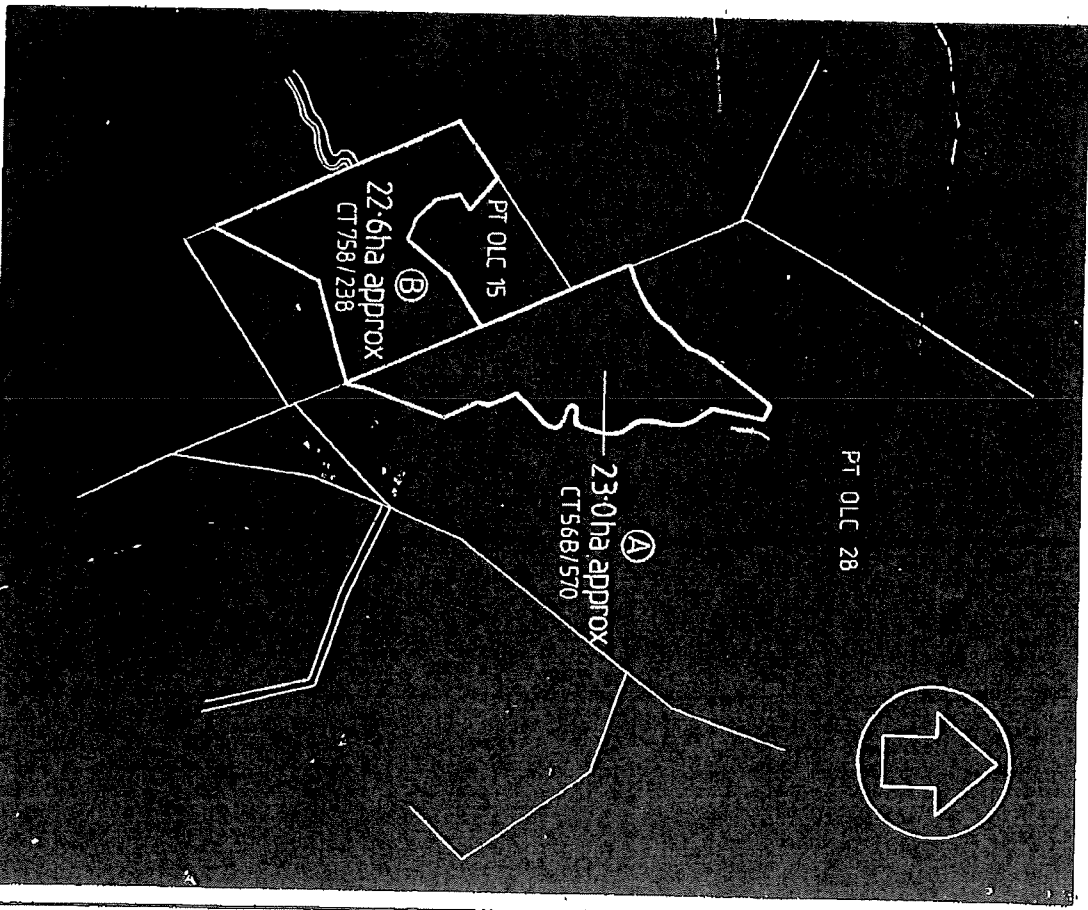
Area: 23.0 hectares more or less
Shown as area A on attached aerial photodiagram

Lot & D.P. No.
(other legal description) Part of Part Old Land Claim No. 28
Blocks XV and XVI
Kao Survey District

Part Certificate of Title: NA56B/570



LOCATION DIAGRAM
Scale 1:50 000
(Local Area: Puketotara)



Sheet 1 of 2

QUEEN ELIZABETH II NATIONAL TRUST
OPEN SPACE COVENANTS

within Pt OLC 15 & Pt OLC 28

Total Covenant Area: 45.6 ha approx
NORTH AUCKLAND LAND DISTRICT - Far North District

7266
Certified as being correct for Covenant Purposes subject to Section 22(8) of the Queen Elizabeth II National Trust Act 1977.
Licenced Surveyor
24/5/2004
This is to certify that the Protected Areas shown can be defined in accordance with Section 22(8) of the Queen Elizabeth II National Trust 1977.

[Signature]
Mervyn Survevor

20/7/2004

Photo: SN935C K/16
Photo Date: 4/03/2000

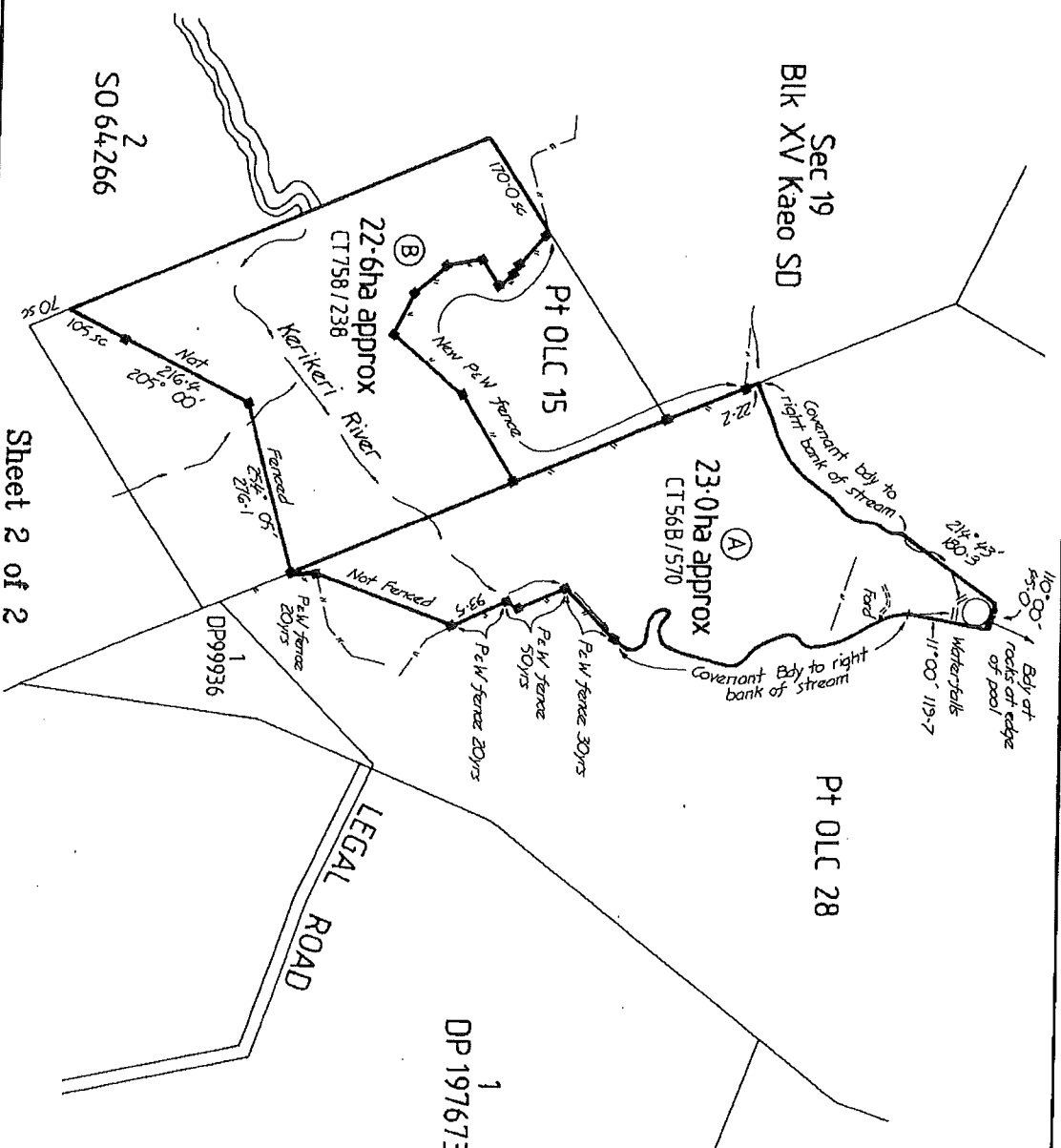
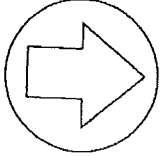
Approx Scale @ A3: 1:13000
File Ref: 5/2/477

Sec Boundary
Covenant Bdy

Chief Executive Officer
being a person authorised by the Trust to certify on its behalf.
Approved by Registered Proprietors: CT758/238 & CT568/570

[Signature]
R.I. Hume
CT758/238
L.E. Hume

[Signature]
A.D. Poulton
CT568/570
J. Poulton



Sheet 2 of 2

7266

Certified as being correct for Government Purposes subject to Section 22(8) of the Queen Elizabeth II National Trust Act 1977.

Licensed Surveyor
 24/5/2004

This is to certify that the Protected Areas shown can be defined in accordance with Section 22(8) of the Queen Elizabeth II National Trust 1977.

Approving Surveyor
 20/7/2004

QUEEN ELIZABETH II NATIONAL TRUST
OPEN SPACE COVENANTS
 within Pt OLC 15 & Pt OLC 28

Total Covenant Area: 45.6 ha approx
 NORTH AUCKLAND LAND DISTRICT - Far North District

Photo: SN9935C K/16
 Photo Date: 4/03/2000

Approx. Scale: 1:7500
 File Ref: 5/2/477

Sec Boundary
 Covenant Bdy

Chief Executive Officer
 being a person authorised by the Trust to certify on its behalf.
 Approved by Registered Proprietors: CT758/238 & CT568/570

[Signature]
 A.D. Poulton
 CT758/238
 L.E. Hume
 CT568/570
 J Poulton

IN WITNESS WHEREOF this memorandum has been executed
this 7th day of April 2002

by:
ALAN DARVALL POULTON

[Signature]

JENNIFER POULTON

[Signature]

as Covenantor
in the presence of

Witness (Signed)

P. J. Buttersworth

Name (Print)

PATRICIA RUTH BUTTERSWORTH

Occupation

STENOGRAPHER

Address

89 HONE HERRIS ROAD

KISUKU

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

Chairperson

[Signature]

Director

W. G. Garland

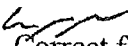
Chief Executive

[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.

A D POULTON
J POULTON
Covenantor

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

AND

**THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST**



**Far North
District Council**

CONO 7745366.3 Consen

Copy - 01/01, Pgs - 002, 10/03/08, 14:04



DocID: 313077343

Private Bag 752, Memorial Ave

Kaikōhe 0400, New Zealand

Freephone: 0800 920 029

Phone: (09) 405 2750

Fax: (09) 401 2137

Email: ask.us@fndc.govt.nz

Website: www.fndc.govt.nz

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221 : CONSENT NOTICE

REGARDING RC 2060636 Variation 2080145

the Subdivision of Pt OLC 28 Blks

North Auckland Registry

PURSUANT to Section 221 and for the purpose of Section 224 (c)(ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of the allotments specified under each condition below.

SCHEDULE

Lots 1, 2, 3 & 4 (Covenant areas)

The land owner shall maintain the stock proof fencing around the areas C, D, E & F identified on the survey plan and preserve the indigenous flora and fauna within these areas and shall not without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council, cut down, damage or destroy any of the vegetation. There shall be no intrusion of grazing stock into the covenanted areas.

Lots 1 & 2 (Covenant areas)

The landowner shall maintain the unfenced covenanted areas G and H identified on the survey plan and preserve the indigenous flora and fauna within this area and shall not without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council, cut down, damage or destroy any of the vegetation. There shall be no intrusion of grazing stock into the covenanted areas.

Lots 1 & 2 (Kiwi protection)

The keeping of cats and dogs and other animals detrimental to kiwi on the land is prohibited. This restriction does not apply to the keeping of farm (working) dogs. Such dogs are to be restricted from entering the covenanted areas.

Lots 3 & 4 (Kiwi protection)

The keeping of cats and other animals detrimental to kiwi on the land is prohibited. This restriction does not apply to the keeping of a maximum of 2 farm (working) dogs on each lot. Such dogs are to be restricted from entering the covenanted areas.

SIGNED:



Mr Pat Killalea

By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
RESOURCE CONSENTS MANAGER

DATED at KAIKOHE this 12th day of February 2008

COV 7745366.7 Covenant

Cpy - 01/01, Pgs - 013, 10/03/08, 14:08



DocID: 313077351

No. 5/2/902

OPEN SPACE COVENANT

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

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

AND WHEREAS **ALAN DARVALL POULTON** and **JENNIFER POULTON** (hereinafter called "**the Covenantor**") are registered as proprietors of an estate as set out in the Schedule of Land hereto (hereinafter called "**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 hereto.

NOW THEREFORE THIS DEED WITNESSES that the Covenantor and the Trust 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.

THIS DEED FURTHER WITNESSES 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 in perpetuity;
- (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 indigenous flora and fauna and riparian zone;
- (b) Maintenance and enhancement of the landscape value of the Land; and
- (c) Encouraging where appropriate restoration of indigenous vegetation cover on the Land thereby enhancing the contribution the Land makes to the protection of indigenous biodiversity.

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 Trust, 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 other than local native flora.
- (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 or undertake exterior alterations to existing buildings.
- (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 or to indicate walking tracks that are or may be established on the Land.
- (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) Allow any livestock on the Land.
- (k) 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.

2.4 By way of clarification and in addition to the prohibition in clause 2.2(j) of this schedule the Owner shall not introduce or keep, or allow to be kept on the Land any non-indigenous animal species, including dogs and cats, except for approved purposes consistent with the aim and purpose of the covenant as contained in Schedule 1 of this Deed, however the Owner shall not be deemed to be in breach of this provision where the non-indigenous animal species is self-introduced or introduced by another person without the consent of the Owner.

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 THAT:

- (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.

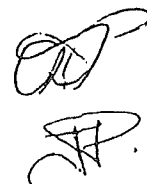
10. Notices

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

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

1. Exotic Tree Harvest

- 1.1 The Owner may harvest the two stands of gum trees located on the north-east and north-west boundaries of the Land defined as Area F on DP 384466 provided that on harvest the Owner shall accept full responsibility for replacing any fences and gates on the boundary of the Land removed to facilitate the harvest.

2. Grazing

- 2.1 Should there be a change in the land use adjacent to any unfenced portion of the shrubland on the Land requiring fencing to prevent livestock from entering the protected native vegetation on the Land then stock proof fencing shall be erected at the cost of the Owner.

SCHEDULE 4

SCHEDULE OF LAND

Land Registry:

NORTH AUCKLAND

Estate:

Fee Simple

Land:

Area E = 1.5123 hectares
being part Lot 1
DP 384466
Computer Freehold Register 337796

Area G = 2.1724 hectares
being part Lot 1
DP 384466
Computer Freehold Register 337796

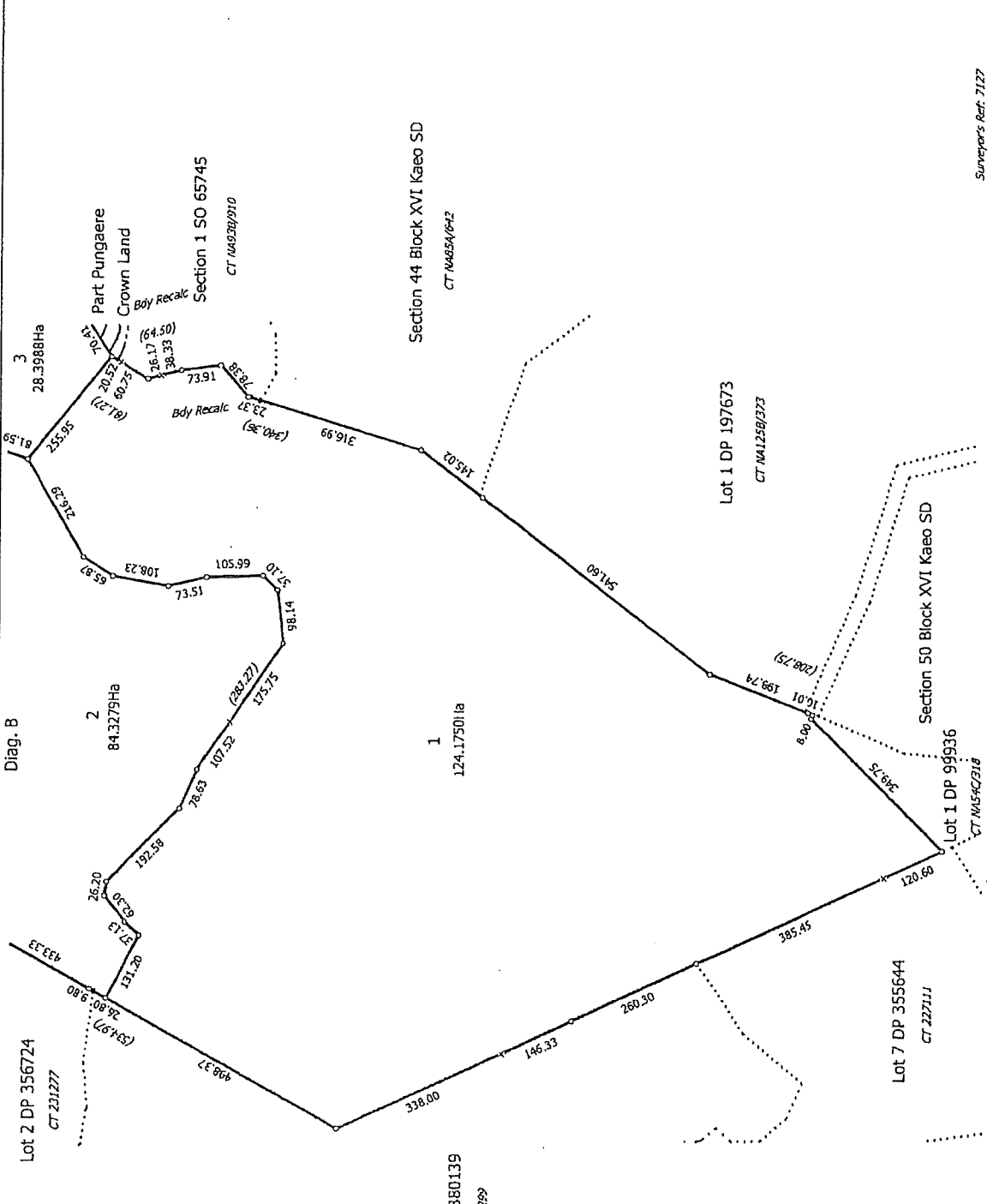
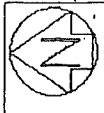
Area F = 11.0700 hectares
being part Lot 2
DP 384466
Computer Freehold Register 337797

Area H = 0.3830 hectares
being part Lot 2
DP 384466
Computer Freehold Register 337797

Area D = 0.4540 hectares
being part Lot 3
DP 384466
Computer Freehold Register 337798

Area C = 1.3696 hectares
being part Lot 4
DP 384466
Computer Freehold Register 337799

Total Area = 16.9613 hectares
shown on DP 384466
Blocks XV and XVI
Kaeo Survey District



Diag. B

Lot 2 DP 356724
CT 231277

2
84.3279Ha

Lot 3 DP 380139
CT 321299

1
124.17501a

Lot 7 DP 355644
CT 222711

Section 50 Block XVI Kaero SD
Lot 1 DP 99936
CT N45°42'18"

Section 44 Block XVI Kaero SD
CT N46°54'42"

Part Pungaere
Crown Land
Bdy Recalc
Section 1 SO 65745
CT N46°28'21.0"

Lot 1 DP 197673
CT N41°25'03.23"

1:1/4

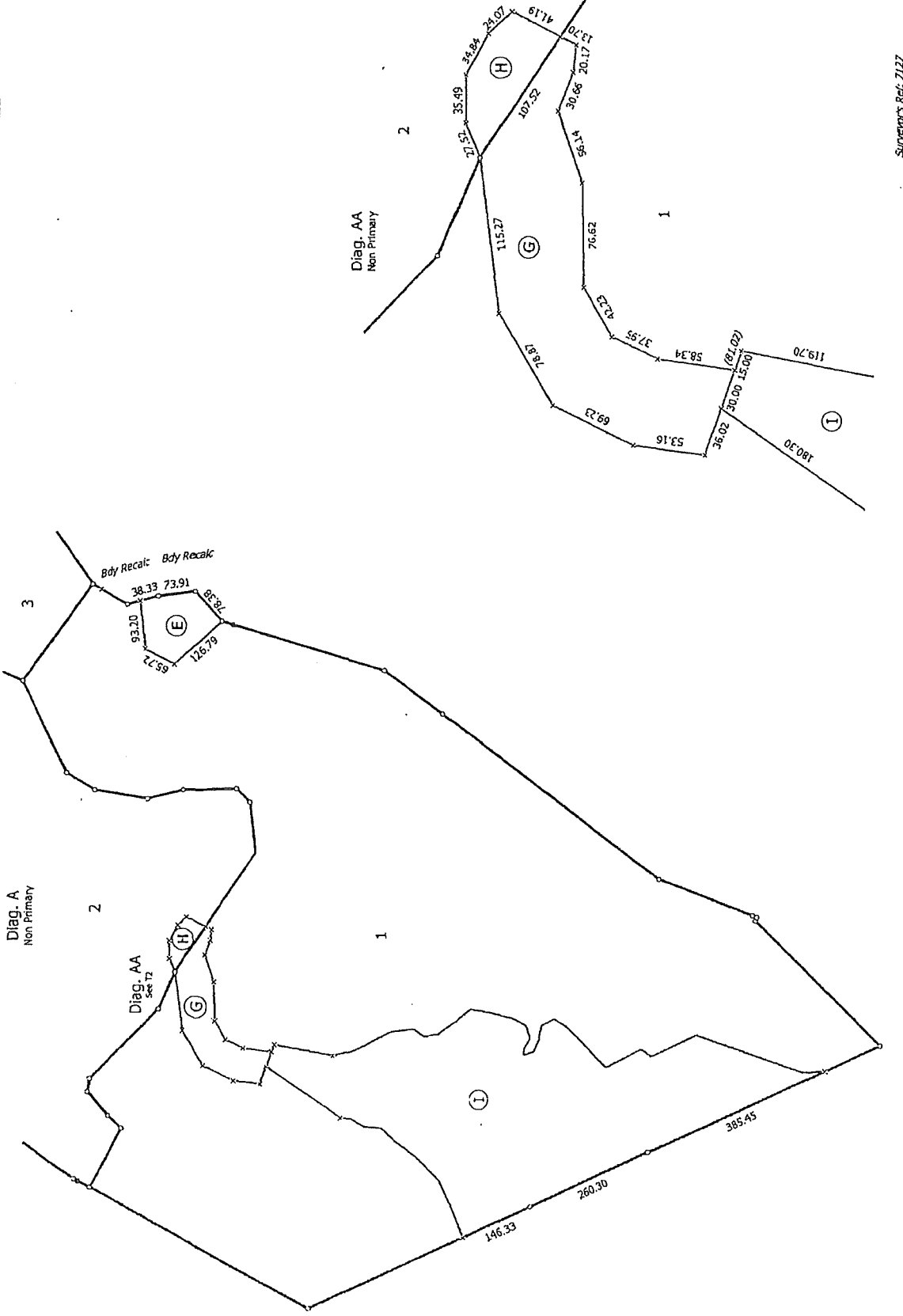
Surveyors Ref: 7127

Digital Title Plan
LT 384466
Approved on: 05/09/2007

Surveyor: Denis McGregor Thomson
Firm: Thomson Survey Limited

Lots 1 - 4 being a Subdivision of Lot 1 DP 60017 and Pt OLC 28 and Easement
over Lot 3 DP 368225

Land District: North Auckland
Digitally Generated Plan
Generated on: 05/09/2007 3:22pm Page: 4 of 7



T 2/4

Surveyor's Ref: 7127

Digital Title Plan
 LT 384466
 Approved on: 05/09/2007

Surveyor: Denis McGregor Thomson
 Firm: Thomson Survey Limited

Lots 1 - 4 being a Subdivision of Lot 1 DP 60017 and Pt OLC 28 and Easement
 over Lot 3 DP 368225

Land District North Auckland
 Digitally Generated Plan
 Generated on: 05/09/2007 3:22pm Page 5 of 7

IN WITNESS WHEREOF this Deed has been executed

this 17th day of November 2006

by: ALAN DARVALL POULTON

[Handwritten signature of Alan Darvall Poulton]

JENNIFER POULTON

[Handwritten signature of Jennifer Poulton]

as Covenantor

in the presence of:

Witness (Signed) *[Handwritten signature of D. G. S. Davies]*

Name (Print) D. G. S. DAVIES

Occupation Solicitor

Address Kenkeni

.....
.....

[Handwritten mark]

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



Chairperson

B. Lockhart

Director

Simon D. Bennett

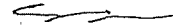
Chief Executive

Agnes

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.



AD POULTON
J POULTON
Covenantor

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

AND

**THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST**





View Instrument Details

Instrument No 12901276.1
Status Registered
Date & Time Lodged 23 January 2024 09:02
Lodged By Tang, Chyn Yu
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
337796	North Auckland

Annexure Schedule Contains 10 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by James Pludthura as Grantor Representative on 18/12/2023 04:01 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Clifton Hsi-Yi Lin as Grantee Representative on 20/12/2023 11:24 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

Section 109, Land Transfer Act 2017

Grantor

Surname(s) must be underlined.

ALAN DARVALL POULTON, JENNIFER POULTON AND MARK THOMAS STEWART

Grantee

Surname(s) must be underlined.

TOP ENERGY LIMITED

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) ~~or *profit(s) à prendre*~~ set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule if required.

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or In gross
Right to convey electricity telecommunications and computer media	"B" on SO 509803	Lot 1 DP 384466 (RT 337796)	In gross

Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or **[substituted]** by:

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.}~~

[The provisions set out in the Annexure Schedule B].

Annexure Schedule B**1. Definitions**

1.1 In this Easement unless the context requires otherwise:

- 1.1.1 "Construct" means to build, construct, erect, install or lay the Works, access tracks, gates and/or fences contemplated by this Easement and includes anything that is reasonably necessary to give full effect to this Easement including removing soil and water from the Easement Area subject always to the provisions of clause 3.6 of this Easement;
- 1.1.2 "Easement Area" means that part of the Land shown as Area B on Survey Office Plan 509803;
- 1.1.3 "Easement Area (Balance)" means that part of the Easement Area which is not within the QEII Covenant Area;
- 1.1.4 "Easement Area (QEII)" means that part of the Easement Area which is within the QEII Covenant Area;
- 1.1.5 "Emergency Situation" means, a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity;
- 1.1.6 "Entry Notice" means the notice to be given pursuant to clause 6.1 of this Easement;
- 1.1.7 "Equipment" means cables, lines, wires, cranes, Vehicles, plant, tools and machinery and all material and items required for the purpose of exercising any of the rights under this Easement; and in respect of the Easement Area (Balance) only, includes drilling rigs;
- 1.1.8 "Grantee" means Top Energy Limited, its successors and permitted transferees, assigns, lessees, sublessees and licensees together with the Grantee's servants, agents, employees, workers, invitees, licensees and contractors with or without vehicles, machinery or equipment.
- 1.1.9 "Grantor" means the registered proprietor(s) for the time being of the Land.
- 1.1.10 "Land" means the Burdened Land, which is the land being Lot 1 Deposited Plan 384466 contained in identifier 337796 (North Auckland Registry);
- 1.1.11 "QEII Trust" means the Queen Elizabeth the Second National Trust established by the Queen Elizabeth the Second National Trust Act 1977;
- 1.1.12 "QEII Covenant" means Open Space Covenant 6107575.1 registered against the Land;
- 1.1.13 "QEII Covenant Area" means the area of the Land subject to the QEII Covenant; specifically the area marked 'Y' on Deposited Plan 384466;
- 1.1.14 "Temporary Period" or "Temporary Periods" means such period or periods of time as are reasonable for the sole purpose or purposes of the Grantee occupying

such part or parts of the Land as it requires for the purposes set out in clauses 2.1.1 through 2.1.10 and as detailed in the Entry Notice;

1.1.15 "Vehicles" means four-wheel drives, trucks, tractors, trailers, cranes, helicopters, earthmoving equipment, whether wheeled or tracked; and in respect of the Easement Area (Balance) only, includes motorbikes, cars, graders, pile drivers, drilling rigs, and excavation equipment, whether wheeled or tracked;

1.1.16 "Working Day" means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki, and Labour Day; and
- (b) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
- (c) A day in the period commencing on the 24th day of December in any year and ending on the 15th day of January in the following year, both days inclusive.

1.1.17 "Works" means electrical and telecommunications works and computer media and includes all or any part of any cables forming dual 110kV and 33kV circuits (including fibre optic cables for operating and maintaining the Grantee's network), wires, earthwires, conductors, insulators, devices, appliances and equipment as are reasonably necessary to give effect to the Grantee's rights under this Easement to install and operate an electricity transmission network; and in respect of the Easement Area (Balance) only, includes poles, including monopoles and double pole "H" structures, foundations, culvert pipes, ground stays, supports, casings, and other structures and fixtures as are reasonably necessary to give effect to the Grantee's rights under this Easement to install and operate an electricity transmission network.

2. Grantee's Rights and Powers

2.1 The Grantee shall have the following rights and powers:

2.1.1 to Construct the Works and to remove, inspect, use, operate, repair, maintain, renew, alter, replace, upgrade, add to and modify the Works or any part of the Works on the Easement Area;

2.1.2 to convey, conduct, send, distribute, pass, convert, transport, transmit and receive electricity and telecommunications signals and computer media for operating and maintaining the Grantee's network, by means of the Works;

2.1.3 to undertake all tests, inspections, investigations and surveys that are reasonably necessary for the Grantee to exercise its rights under this Easement and in so doing the Grantee may, in respect of the Easement Area (Balance) only:

- (a) drill for core samples and dig test pits;
- (b) install and maintain testing and monitoring equipment;
- (c) take away samples from the Easement Area for analysis;

2.1.4 to enter and remain on the Easement Area and such other part of the Land as is reasonably necessary in the circumstances with or without Vehicles, machinery

and/or Equipment and with such personnel (including its employees, agents, contractors and/or consultants) for the purposes of exercising the Grantee's rights under this Easement;

- 2.1.5 to Construct, inspect, use, repair, maintain, renew, alter, remove and modify any access tracks on the Land (provided that no access tracks shall be on the QEII Covenant Area), to modify adjacent fences (including boundary fences) on the Land and, subject to clause 3.1, to remove or trim vegetation on the access tracks at the cost of the Grantee to the extent that is reasonably necessary for the Grantee to exercise its rights under this Easement with these rights to be exercised on the following terms:
- (a) where any new access tracks on the Land are to be constructed such will be constructed by the Grantee as far as is practicably possible to enhance the land use operations on the Land by the Grantor;
 - (b) if during the course of the construction of the Works on the Land the Grantee uses any existing access tracks on the Land then these will be repaired and/or maintained as is necessary by the Grantee so that at the conclusion of the construction of the Works such access tracks are left in as nearly as possible the same condition as they were in at the time of first entry onto the Land by the Grantee;
 - (c) if the Grantee in the exercise of access to the Easement Area for the purposes of inspection, use, repair, maintenance, renewal, alteration, replacement, upgrading, addition to or modification of the Works uses access tracks on the Land it shall at the conclusion of such period of access repair and/or maintain those access tracks to ensure that the same are left in as nearly as possible the same condition as they were in at the time of the commencement of the exercise of the Grantee's rights hereunder.
- 2.1.6 to Construct gates within fences (including boundary fences) located on the Land and to inspect, use, repair, maintain, renew, alter, remove and modify those gates at the cost of the Grantee to the extent that is reasonably necessary for the Grantee to exercise its rights under this Easement;
- 2.1.7 in respect of the Easement Area (QEII), subject to clause 3.1, to trim or otherwise manage trees, shrubs and vegetation on the Easement Area (QEII) which is or is likely to be or become, in the reasonable opinion of the Grantee, a danger or hazard to the safety or operation of the Works, will impede the Grantee's access to the Works or will otherwise interfere with the Grantee's rights under this Easement;
- 2.1.8 In respect of the Easement Area (Balance), to clear and keep the Easement Area (Balance) clear of trees, shrubs, vegetation, structures (including fences), earth, gravel and stone, and to clear and keep such other part of the Land as is reasonably necessary in the circumstances clear of any trees, shrubs, vegetation, structures (including fences), soil, earth, gravel and stone which is or is likely to be or become, in the reasonable opinion of the Grantee, a danger or hazard to the safety or operation of the Works, will impede the Grantee's access to the Works or will otherwise interfere with the Grantee's rights under this Easement;
- 2.1.9 in respect of the Easement Area (Balance), to open up the soil of the Easement Area and excavate or remove timber, vegetation, soil, earth, gravel and stone

from the Easement Area to the extent necessary for the Grantee to exercise its rights under this Easement; and

2.1.10 to temporarily occupy any part of the Land that is reasonably necessary in the circumstances in order for the Grantee to exercise any of its rights under this Easement including the right to Construct the Works and in doing so the Grantee may fence off such part or parts of the occupied area as is reasonably necessary for a Temporary Period or Temporary Periods for health and safety purposes (subject to clause 3.1 of this Easement).

2.2 In undertaking any one or more of the rights and powers taken the Grantee:

2.2.1 May use its nominated employees, agents, consultants or contractors to perform the Works;

2.2.2 Will meet the full costs of the Works it undertakes;

2.2.3 For the avoidance of doubt the Grantee may enter on to the Land and undertake the Works on any day of the year including days which are not Working Days subject to the provisions of the Entry Notice given by the Grantee under clauses 6.1 and 6.2 of this Easement.

3. Grantee's obligations

3.1 The Grantee shall use its best endeavours to avoid any entry on or works to the surface or subsoil of or any vegetation on the Easement Area (QEII) In recognition that the area is also protected by the QEII Covenant. However in an Emergency Situation or where the Grantee otherwise considers that such entry or works are reasonably necessary, the Grantee shall, in addition to its other obligations under this Easement, use best endeavours to adhere to the open space objectives set out in the First Schedule to the QEII Covenant.

3.2 The Grantee will use its best endeavours to cause as little interference as practical to the Grantor, any crops or livestock and any farming activities on the Land, and the QEII Trust, and will notify the QEII Trust of works being undertaken within the QEII Covenant Area. The Grantee shall at its expense in all things make good and reinstate the Land as and when same shall require reinstatement to ensure that the Land is left in as nearly as possible the same condition as it was at the time of the commencement of the Grantee's rights herein. In particular, but without limitation, when exercising its rights under this Easement, the Grantee shall ensure that:

3.2.1 it leaves all gates as it finds them and reinstates all fences which are taken down so that the Grantee does not negatively affect the stock proofing of the Land;

3.2.2 all vehicles and equipment are inspected and washed down at the Grantee's purpose built truck wash bay at its Puketona depot immediately prior to driving to the Land, and all vehicles, equipment and boots that will come into contact with the Land are treated with any disinfectant spray then being commonly applied by the Grantor and other users of the Land immediately prior to entry onto the Land; and

3.2.3 where any Kauri trees are located on the Land, in addition to the obligations in clause 3.2.2, on exit from the land, all vehicles, equipment and boots that have come into contact with the Land will have soil removed on the Land, treated with any spray used on entry, and then travel immediately to the Puketona depot for wash-down.

3.3 Where any disturbance, damage or loss is incurred or suffered by:

3.3.1 the Grantor; or

3.3.2 the QEII Trust; or

3.3.3 any occupier of the Land undertaking, with the Grantee's knowledge and in compliance with the terms of this Easement, normal farming operations on the Land, in particular sharemilking or forestry,

during any entry onto the Land by the Grantee to construct, repair, maintain, modify, replace, renew or remove the Works or any part of the Works, which is not remedied by the Grantee under clause 3.1, for example but without limitation, a business loss in respect of a business located on the Land, the Grantee shall compensate the Grantor or the occupier, as the case may be, for such disturbance, damage or loss.

3.4 The Grantee will bear the costs of managing vegetation on the Easement Area (excluding pasture land) including removing trees and other vegetation but will not be responsible for the cost of controlling weeds or removing any vegetation which is planted by the Grantor in breach of this Easement.

3.5 The Grantee will bear the whole cost of maintaining the Works apart from any Works which the Grantor and Grantee have agreed are to become the property of the Grantor and any additional costs resulting from the Grantor's breach of this Easement for which the Grantee can recover the costs under this Easement.

3.6 The Grantee will replant, with appropriate native species which will not exceed a maximum height of 2.5 metres, at its cost, erosion prone areas in the Easement Area when trees or other vegetation are felled or removed by the Grantee.

3.7 If by 31 December 2034, the Grantee has not commenced Construction of the Works on the Land, the Grantee will at its cost prepare, execute and deliver to the Grantor a registrable surrender of this Easement and the Grantor will execute and, at the cost of the Grantee, register the surrender.

3.8 In the event that the Grantee shall clear the Easement Area (Balance) and/or any other part of the Land or opens up the soil of same as contemplated by clauses 2.1.8 and/or 2.1.9 hereof, the resulting material shall be removed by the Grantee from the Land and deposited off-site at the expense in all things of the Grantee unless the Grantor and the Grantee shall otherwise agree.

4. Grantor's Rights

4.1 Subject to the restrictions set out in this Easement and the QEII Covenant the Grantor may use, occupy and enjoy, for normal farming operations including grazing, cropping and horticulture to a maximum height of 2.5 metres, that part of the surface of the Easement Area which is not occupied by the Works.

4.2 The Grantor may, regardless of any other provision in this easement, at any time prior to the commencement of the construction of the Works, harvest the pine trees in the Easement Area situated to the north and northwest of the QEII Covenant Area.

5. Grantor's obligations

- 5.1 The Grantor must not, without the prior written consent of the Grantee (which will not be unreasonably withheld or delayed), do, procure, assist or allow the following to be done:
- 5.1.1 alter or disturb the present grades and contours of the surface of the Easement Area except in the course of normal farming and grazing operations (but subject to the restrictions set out in this Easement);
 - 5.1.2 erect any building or other structure (including fences) on the Easement Area;
 - 5.1.3 plant any vegetation on the Easement Area (excluding pasture, crops and horticulture to a maximum height of 2.5 metres);
 - 5.1.4 operate any Equipment or Vehicles on the Easement Area within a minimum clearance distance of 4 metres from any electricity transmission line conductor;
 - 5.1.5 excavate or deposit material on the Easement Area;
 - 5.1.6 impede the Grantee's access over the Easement Area and any access routes over the Land or damage the surface of the access routes;
 - 5.1.7 knowingly cause or permit flooding of the Easement Area except where such flooding occurs naturally and is beyond the control of the Grantor;
 - 5.1.8 light any fires or burn off vegetation within the Easement Area;
 - 5.1.9 do any other thing on the Land which may cause damage to the Works or endanger the continuity or safety of the supply and distribution of electricity or otherwise Impede, Interfere with or prejudice any right of the Grantee set out in clause 2.1.

6. Access

- 6.1 Where the Grantee together with or through its engineers, consultants, employees, contractors, workmen and anyone else authorised by the Grantee intends to enter upon the Land to exercise and give effect to the rights of the Grantee as listed in clauses 2.1.1 through 2.1.10 of this Easement the Grantee must give at least 20 Working Days' notice ("the Entry Notice") to the Grantor and the QEII Trust except in an Emergency Situation, when prior notice is not required and the provisions of clause 6.6 of this Easement apply.
- 6.2 An Entry Notice is to identify, by way of description and plan(s), the Works the Grantee intends to carry out, with the Entry Notice to specify:
- 6.2.1 the location of the proposed entry and the proposed access routes over the Land;
 - 6.2.2 any requirements of the Grantee under clauses 2.1.4, 2.1.5 and 2.1.8 in respect of any part of the Land outside of the Easement Area;
 - 6.2.3 the area on which the Works will be undertaken by the Grantee;
 - 6.2.4 the nature of the Works to be undertaken;
 - 6.2.5 the date and time of initial entry;
 - 6.2.6 the length of time that the Grantee expects to be on the Land;

- 6.2.7 the nature of all other works that are to be undertaken on the Land in accordance with the rights taken pursuant to clause 2.1; and
- 6.2.8 the steps to be taken to comply with the obligations in clauses 3.2 and 6.5.
- 6.3 Within 5 Working Days of receipt of an Entry Notice from the Grantee of its intention to exercise the right of entry provided for in clause 6.1 the Grantor or the QEII Trust may:
- 6.3.1 propose reasonable changes to the matters described in clauses 6.2.1 and 6.2.2 which the Grantee shall consider and either implement or advise the Grantor as to why it is impracticable to implement the changes; or
- 6.3.2 set reasonable conditions relating to the timing of entry, the location of the access route and the nature of any works in respect of any part of the Land outside of the Easement Area,
but those conditions may not:
- 6.3.3 Delay the exercise of entry by the Grantee by more than 15 Working Days; or
- 6.3.4 Require monetary or other consideration; or
- 6.3.5 Otherwise defeat the ability of the Grantee to exercise effectively the rights taken under this Easement.
- 6.4 Any dispute between the Grantor or the QEII Trust and the Grantee in relation to the terms of the Entry Notice or of the conditions set by the Grantor or the QEII Trust pursuant to this clause shall constitute a dispute which is to be resolved using the dispute resolution procedure set out in clause 10 of this Easement.
- 6.5 The Grantee, in entering the Land, will use best endeavours to minimise inconvenience to the Grantor and QEII Trust, including (but without limitation):
- 6.5.1 The time of entry (unless this is not possible due to an Emergency Situation);
- 6.5.2 Leaving gates as they are found;
- 6.5.3 Driving in a safe manner and taking reasonable steps not to disturb stock; and
- 6.5.4 Avoiding access through any specific areas within the Land which have been identified by the Grantor or the QEII Trust to the Grantee unless necessary to access the Works,
but without limiting the rights of the Grantor or the QEII Trust to claim under clause 3.3 of this Easement.
- 6.6 Where entry is effected by the Grantee due to an Emergency Situation the Grantee shall as soon thereafter as is reasonable give an Entry Notice to the Grantor and the QEII Trust. Such Entry Notice to be in terms of clause 6.2 of this Easement.
- 7. Ownership**
- 7.1 The Works and Vehicles or any other property of the Grantee will not, for any reason, become the property of the Grantor and will at all times remain the property of the

Grantee, except in relation to any Works which the Grantee and the Grantor agree are to become the property of the Grantor.

- 7.2 The Grantee may transfer, assign, sublet, lease or licence all, but not part, of its rights created by this Easement provided that the assignee, sublessee, transferee, lessee or licensee is financially solvent and has the financial resources to meet the Grantee's commitments under this Easement.

8. Health and Safety

- 8.1 The Grantee will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and safety of any person who enters on the Land at the request of the Grantee.
- 8.2 In designing and Constructing any Works, the Grantee will take all practicable steps to mitigate any hazards associated with the Works that may harm persons on the Land.
- 8.3 The Grantor will comply with all obligations imposed on the Grantor at law as owner of the Land relating to the health and safety of persons on the Land.
- 8.4 The Grantee will comply with any reasonable obligations imposed by the Grantor regarding the identification and mitigation of hazards and the health and safety of persons on the Land.

9. No power to terminate

- 9.1 There is no power in this Easement for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this Easement or for any reason.

10. Dispute resolution

- 10.1 If any dispute arises between the Grantor and the Grantee concerning the rights and obligations contained within this Easement, the parties will enter into negotiations in good faith to resolve the dispute themselves or through any informal dispute process they agree upon.
- 10.2 If the dispute is not resolved within 10 Working Days then any party may at any time serve a mediation notice on the other party requiring the dispute be referred to mediation. The mediation notice shall set out the nature of the dispute. The parties shall in good faith endeavour to agree upon a mediator within five Working Days of the date of service of the mediation notice. If the parties cannot agree on the mediator, the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee, will appoint an independent mediator. The mediator's costs are to be borne equally by the parties.
- 10.3 If the dispute is not resolved within 20 Working Days of the date on which the mediation notice is served, the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee, will appoint an independent arbitrator.
- 10.4 Any arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

11. Severability

11.1 If any part of this Easement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement.

12. No Waiver

12.1 A waiver of any provision of this Easement shall not be effective unless given in writing and then it shall be effective only to the extent that it is expressly stated to be given.

12.2 A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

13. Implied Rights and Powers

13.1 The rights and powers implied in specified classes of easements prescribed in the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are negated and the rights and powers contained herein shall apply in substitution.

14. Relationship with QEII Covenant

14.1 In the event of a conflict between the terms of the QEII Covenant and this Easement, the terms of this Easement shall prevail.

15. Interpretation

15.1 In this Easement, unless inconsistent with the context:

15.1.1 singular includes plural and vice versa;

15.1.2 references to "persons" includes references to companies, corporations, partnerships, joint ventures, associations, trusts, government departments or agencies and territorial local authorities;

15.1.3 references to the Grantor and Grantee include their subsidiary or related companies, their permitted assigns and, where appropriate, their employees, contractors, surveyors, invitees and inspectors;

15.1.4 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation or instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those to which reference is made;

15.1.5 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement.



Title Plan - SO 509803

Survey Number SO 509803
Surveyor Reference 21847 OPUS (Newman Farms & Poulton)
Surveyor Kurt Eric Watson
Survey Firm Survey & Planning Solutions (2010) Limited
Surveyor Declaration I Kurt Eric Watson, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 23 Mar 2017 08:07 AM

Survey Details

Dataset Description EASEMENTS OVER LOT 1 DP 197673 AND LOT 1 DP 384466
Status Approved as to Survey
Land District North Auckland **Survey Class** Class B
Submitted Date 23/03/2017 **Survey Approval Date** 05/04/2017
Deposit Date

Territorial Authorities

Far North District

Comprised In

CT NA125B/373
CT 337796

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Area B Survey Office Plan 509803	Easement		
Area A Survey Office Plan 509803	Easement		
Total Area		<hr/> 0.0000 Ha	

Schedule / Memorandum

Territorial Authority

Far North District

SO 509803

SCHEDULE OF EASEMENT TO BE ACQUIRED					
Purpose	Shown	Area	Servient Tenement		Grantee
			Description	CFR Reference	
Right to Convey Electricity Right to Convey Telecommunications and Computer Media	A	1.1986Ha	Lot 1 DP 197673	NA125B/373 (Newman Farms Limited)	Top Energy Ltd
Right to Convey Electricity Right to Convey Telecommunications and Computer Media	B	2.6283Ha	Lot 1 DP 384466	337796 (Alan Darvall Poulton Jennifer Poulton Mark Thomas Stewart)	Top Energy Ltd



Non Primary

Part Lot 2
DP 418641

Lot 2
DP 384466

Lot 3
DP 380139

Diag. AA
See T3

Easement 20m wide

Diag. AB
See T3

Easement 20m wide

Lot 1

DP 384466
CFR 337796
Alan Darvell Poulton
Jennifer Poulton
Mark Thomas Stewart

Easement 20m wide

Diag. BA
See T2

Lot 1
DP 197673
CFR WA1258/373
Newman Farms Limited

Easement 20m wide

Road

Section 50
Block XVI Kaeo SD

File Ref: 2187 OPUS (Newman Farms & Poulton)

Land District: North Auckland
Dataset Type: Parcels without Survey Information

Digitally Generated Plan

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T 1/3

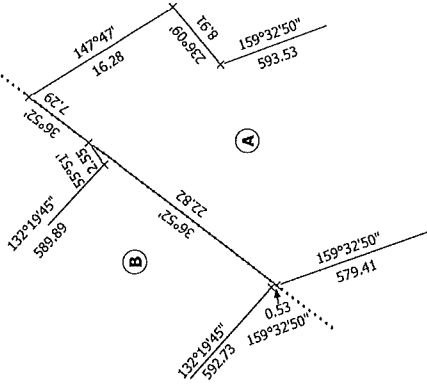
EASEMENTS OVER LOT 1 DP 197673 AND LOT 1 DP 384466

Surveyor: Kurt Eric Watson
Firm: Survey & Planning Solutions (2010) L

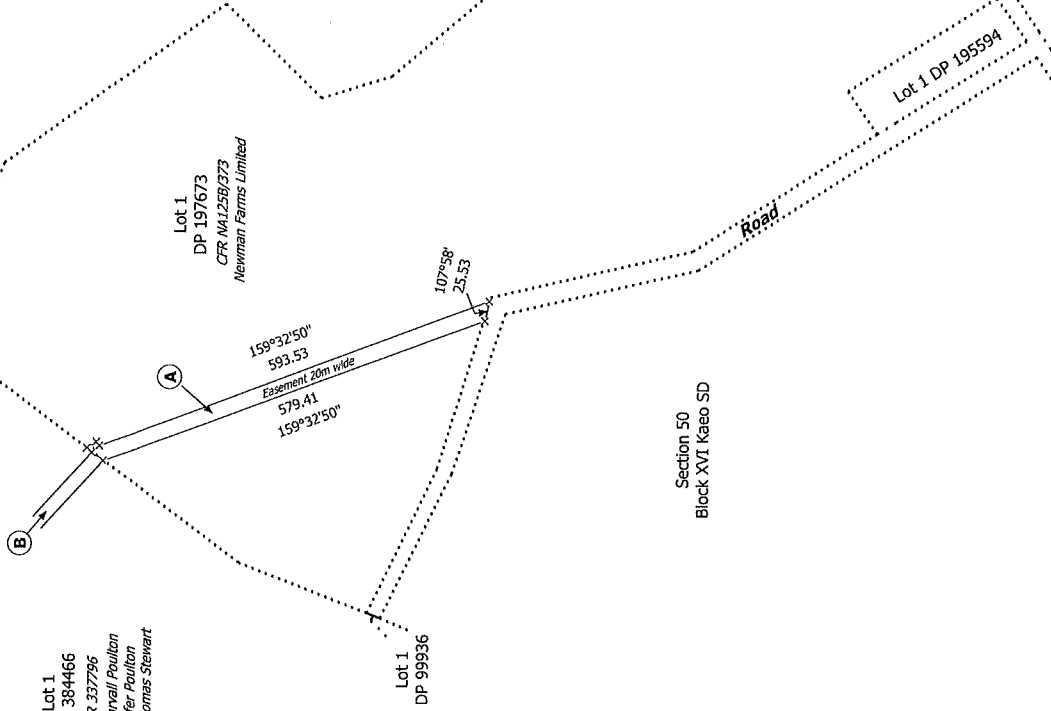
Title Plan
SO 509803
Approved on: 5/04/2017



Diag. BA
Non Primary



Diag. B
Non Primary



Lot 1
DP 384466
CFR 337796
Alan Dancall Poulton
Jennifer Poulton
Mark Thomas Stewart

Lot 1
DP 197673
CFR M1258/273
Newman Farms Limited

Lot 1
DP 99936

T 2/3

Land District: North Auckland
Dataset Type: Parcels without Survey Information
Digitally Generated Plan
Generated on: 05/04/2017 12:05pm Page 4 of 5

EASEMENTS OVER LOT 1 DP 197673 AND LOT 1 DP 384466

Surveyor: Kurt Eric Watson
Firm: Survey & Planning Solutions (2010) L

Title Plan
SO 509803

Approved on: 5/04/2017

Appendix 4

RC 2200026-RMASUB



FAR NORTH DISTRICT COUNCIL

**FAR NORTH OPERATIVE DISTRICT PLAN
DECISION ON RESOURCE CONSENT APPLICATION (Subdivision)**

Resource Consent Number: 2200026-RMASUB

Pursuant to section 104A of the Resource Management Act 1991 (the Act), the Far North District Council hereby grants resource consent to:

Darvall & Jennifer Poulton

The activity to which this decision relates:

To subdivide by way of a boundary adjustment in the Rural Production zone.

Subject Site Details

Address: 626A Mangakaretu Road, Kerikeri 0295
Legal Description: Lot 1 DP 384466
Certificate of Title reference: CT-337796

Pursuant to Section 108 of the Act, this consent is issued subject to the following conditions:

- 1 The subdivision shall be carried out in accordance with the approved plan of subdivision prepared by Thomson Survey Limited, referenced Proposed Subdivision of Lot 1 DP 384466 - Sheet 1 of 1, dated 2 July 2019, and attached to this consent with the Council's "Approved Stamp" affixed to it.
2. The survey plan, submitted for approval pursuant to Section 223 of the Act shall show:
 - (a) The endorsement of the following conditional amalgamation, pursuant to Section 220(1)(b)(i) of the Resource Management Act 1991:

That Lot 2 hereon to be transferred to the owners of Lot 3 DP 380139 (321299) and be held in the same Record of Title. (See 1605687)
4. There are no requirements under Section 224(c) of the Act.

Advice Notes

1. Archaeological sites are protected pursuant to the Heritage New Zealand Pouhere Taonga Act 2014. It is an offence, pursuant to the Act, to modify, damage or destroy an archaeological site without an archaeological authority issued pursuant to that Act. Should any site be inadvertently uncovered, the procedure is that work should cease, with the Trust and local iwi consulted immediately. The New Zealand Police should

also be consulted if the discovery includes koiwi (human remains). A copy of Heritage New Zealand's Archaeological Discovery Protocol (ADP) is attached for your information. This should be made available to all person(s) working on site.

2. During the assessment of your application it was noted that a private Land Covenant exists on your property. Council does not enforce private land covenants, and this does not affect Council approving your plans. However, you may wish to get independent legal advice, as despite having a resource consent from Council, the private land covenant can be enforced by those parties specified in the covenant.

Reasons for the Decision

1. The Council has determined (by way of an earlier report and resolution) that the adverse environmental effects associated with the proposed activity are no more than minor and that there are no affected persons or affected customary rights group or customary marine title group.
2. The Application is for Controlled resource consent as such under s104A Council must grant this application and may only impose conditions in relation to those matters over which control is reserved.
3. In accordance with an assessment under s104(1)(b) of the Act the proposal is consistent with the relevant statutory documents.
 - a) The Northland Regional Policy Statement 2018
 - b) Regional plans (including proposed)
4. In accordance with an assessment under s104(1)(c) of the Act no other non-statutory documents were considered relevant in making this decision.
5. Other matters considered relevant in making this decision.

The application is for a boundary adjustment to enable some 35 ha of land to be transferred to an adjacent property. The land is in productive use and remains in productive use as a result of the subdivision.

6. Part 2 Matters

The Council has taken into account the purpose & principles outlined in sections 5, 6, 7 & 8 of the Act. It is considered that granting this resource consent application achieves the purpose of the Act.

Approval

This resource consent has been prepared by Esther-Amy Powell – Intermediate Resource Planner and is granted under delegated authority (pursuant to section 34A of the Act) from the Far North District Council by:



Pat Killalea, Principal Planner

Date: 2nd August 2019

Right of Objection

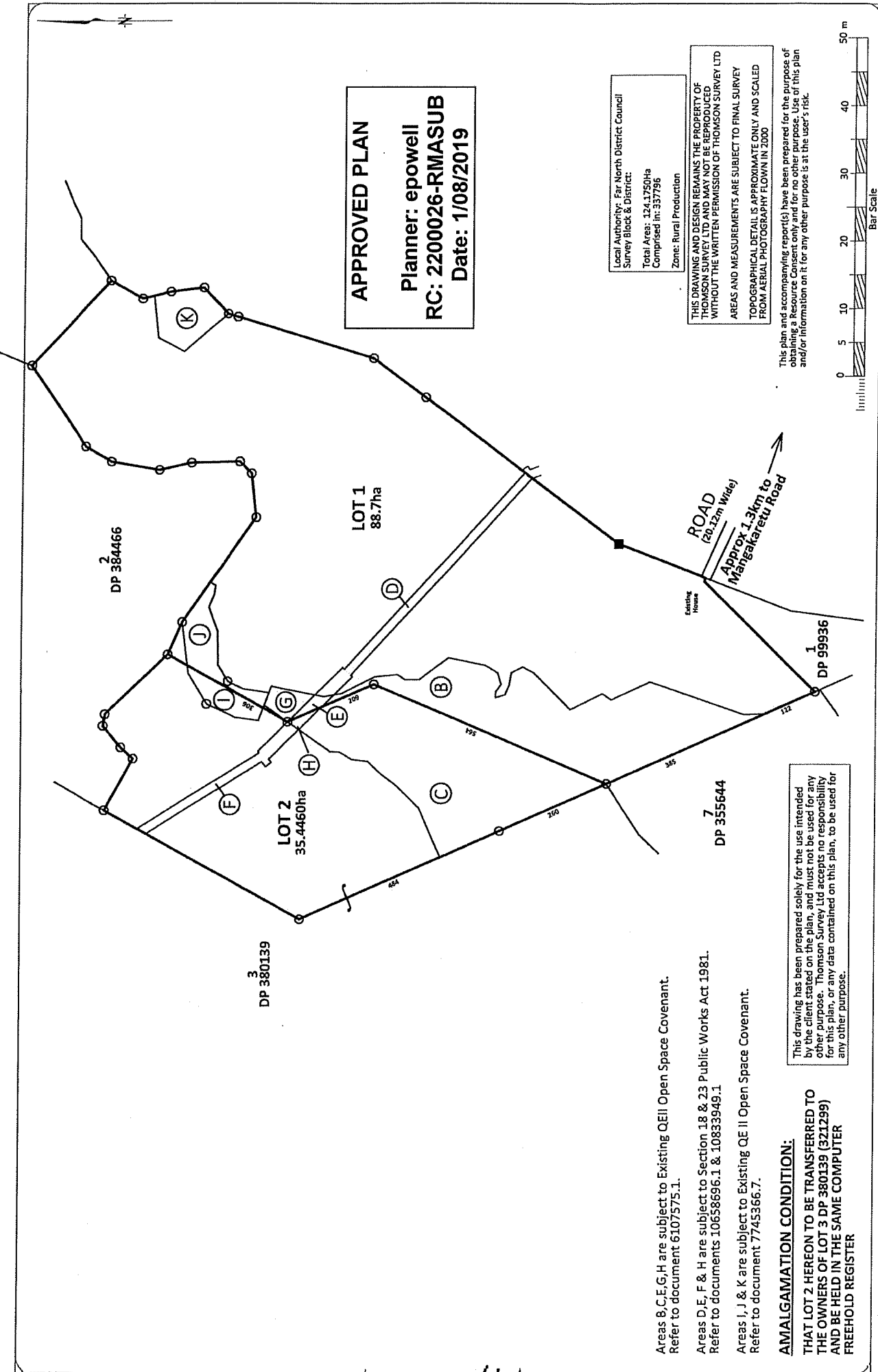
If you are dissatisfied with the decision or any part of it, you have the right (pursuant to section 357A of the Act) to object to the decision. The objection must be in writing, stating reasons for the objection and must be received by Council within 15 working days of the receipt of this decision.

Lapsing Of Consent

Pursuant to section 125 of the Act, this resource consent will lapse 5 years after the date of commencement of consent unless, before the consent lapses;

The consent is given effect to; or

An application is made to the Council to extend the period of consent, and the council decides to grant an extension after taking into account the statutory considerations, set out in section 125(1)(b) of the Act.

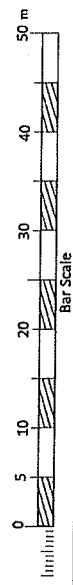


APPROVED PLAN
Planner: epowell
RC: 2200026-RMASUB
Date: 1/08/2019

Local Authority: Far North District Council
 Survey Block & District:
 Total Area: 124.1750Ha
 Comprised In: 337796
 Zone: Rural Production

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This plan and accompanying report(s) have been prepared for the purpose of obtaining a Resource Consent only and for no other purpose. Use of this plan and/or information on it for any other purpose is at the user's risk.



Survey	Name	Date	Original Scale	Sheet Size
Design	PJH	10-05-18		A3
Approved	KY	02.07.19	1:7500	A3
Rev				

Surveyors Ref. No: 9277
 Series
 Sheet 1 of 1

PROPOSED SUBDIVISION OF LOT 1 DP 384466

PREPARED FOR: J&D Poulton

3 DP 380139

2 DP 384466

LOT 1
88.7ha

LOT 2
35.4460ha

ROAD
(20.12m wide)
Approx 1.3km to
Mangakaretu Road

Existing House

7 DP 355644

This drawing has been prepared solely for the use intended by the client stated on the plan, and must not be used for any other purpose. Thomson Survey Ltd accepts no responsibility for this plan, or any data contained on this plan, to be used for any other purpose.

Areas B, C, E, G, H are subject to Existing QEII Open Space Covenant. Refer to document 6107575.1.

Areas D, E, F & H are subject to Section 18 & 23 Public Works Act 1981. Refer to documents 10658696.1 & 10883949.1

Areas J, J & K are subject to Existing QE II Open Space Covenant. Refer to document 7745366.7.

AMALGAMATION CONDITION:

THAT LOT 2 HEREOF TO BE TRANSFERRED TO THE OWNERS OF LOT 3 DP 380139 (321299) AND BE HELD IN THE SAME COMPUTER FREEHOLD REGISTER

THOMSON SURVEY
 315 Kenikeri Rd
 P.O. Box 372 Kenikeri
 Email: kenikeri@survey.co.nz
 Ph: (09) 4077350 Fax: (09) 4077322
 Registered Land Surveyors, Planners & Land Development Consultants

Appendix 1

Appendix 5

Letter of Approval from QEII

27 May 2019



AD Poulton and J Poulton
626A Mangakaretu Road
RD 2
KERIKERI 0295

Queen Elizabeth II National Trust
Level 4, 138 The Terrace, PO Box 3341,
Wellington 6140
qeii-nationaltrust.org.nz

Dear Darvall and Jennifer

~~Re: Subdivision consent - Mangakaretu Road, Kerikeri~~
QEII reference: 5-02-476 and 5-02-902

We write regarding your proposed subdivision of Lot 1 DP 384466 at Mangakaretu Road, Kerikeri.

We have seen the scheme plan (Surveyors reference no. 9277 dated 14 March 2019), and Greg Blunden had an onsite meeting with Darvall and Scott Meacham to explain QEII expectations of covenant ownership and management. We are satisfied that the subdivision has no adverse impact on the values protected by the QEII covenant.

We can confirm that the QEII National Trust consents to the subdivision. This consent is personal to you and will not automatically transfer to a subsequent owner. This consent also applies to the above subdivision plans only, further consent would be required for any future subdivisions.

The covenant deed does not permit the construction of a fence to divide the covenant along the new title boundary lines.

Please keep us informed as the subdivision progresses. You can contact our Regional Representative Greg Blunden on 09 407 9701 or gblunden@qeii.org.nz, or Malcolm Lucas in the legal team on 04 471 4191 or mlucas@qeii.org.nz. If you require anything further from us please do not hesitate to get in touch.

Yours sincerely

Mike Jebson
Chief Executive
Queen Elizabeth II National Trust
cc Greg Blunden