

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):

- | | |
|---|--|
| ☐ Land Use | ☐ Discharge: Total volume = <input type="text"/> m ³
<i>Note; volumes >3m³ requires NRC Consent.</i> |
| ☐ Fast Track Land Use* | |
| ☐ Change of Consent Notice (s.221(3)) | ☐ Subdivision |
| ☐ Certificate of Compliance (s.139) | ☐ Existing Use Certificate (s.139A) |
| ☐ Extension of time (s.125) | ☐ Consent under National Environmental Standard
(e.g. Assessing and Managing Contaminants in Soil) |

☐ 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:
The Resource Consents Planning Technicians, planning_technicians@fndc.govt.nz

5. Applicant details

Name/s:

William Carter

Email:

Phone number:

Postal address:

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

Have you been the subject of abatement notices, enforcement orders, infringement notices and/or convictions under the Resource Management Act 1991? ☒ **Yes** ☐ **No**

If yes, please provide details.

6. Address for correspondence

Name and address for service and correspondence (if using an Agent write their details here)

Name/s:

Williams & King, Attention: Natalie Watson

Email:

Phone number:

Postal address:

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

All correspondence will be sent by email in the first instance. Please advise us if you would prefer an alternative means of communication.

7. Details of property owner/s and occupier/s

Name and Address of the owner/occupiers of the land to which this application relates (where there are multiple owners or occupiers please list on a separate sheet if required)

Name/s:

William McGregor Carter, Lynley Patricia Carter, Ian Richard Carter & Northland Trustee (20

Property address/
location:

Brindle Road

Whirinaki

8. Application site details

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

Name/s:

Site address/
location:

 Postcode

Legal description:

Val Number:

Certificate of title:

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.

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.

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.

The proposal has been prepared in accordance with the following version of the FNDC Engineering Standards:

☐ 2009 ☐ 2023

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. Natural hazards (National Policy Statement for Natural Hazards 2025)

Is the site subject to known or potential natural hazards (for example, flooding, coastal inundation, erosion, or unstable land), as contemplated by the National Policy Statement for Natural Hazards 2025? ☐ Yes ☐ No

If yes, please identify the relevant natural hazard(s) by ticking the applicable box(es) below:

☐ Flooding

☐ Active Faults

☐ Landslips

☐ Liquefaction

☐ Coastal Erosion

☐ Tsunami

☐ Coastal Inundation

Please ensure all relevant technical reports are submitted with the application.

14. 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

15. 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.

16. 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)

William McGregor Carter

Email:

Phone number:

Postal address:

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

NAIKURIE

1030000 0710

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.

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)

William McGregor Carter

Signature:

(signature of bill payer)

Date 15/7/26

MANDATORY

17. 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.

18. Declaration

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

Name (please write in full)

William McGregor Carter

Signature

Date 15/7/26

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

See overleaf for a checklist of your information...

Checklist of your information

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.*

William Carter

Proposed Boundary Adjustment Brindle Road, Whirinaki

Williams & King, Kerikeri¹
15 July 2026

1. Overview

Section 1 Block I Waoku Survey District and Whirinaki No 2B Block are owned in half shares by Northland Trustee (2010) Limited, Ian Richard Carter and William McGregor Carter as to a ½ share, and Northland Trustee (2010) Limited, Lynley Patricia Carter and William McGregor Carter as to a ½ share. The various owners intend to separate their shares by subdividing Section 1 Blk Waoku SD and Whirinaki 2B to create three lots, two of which will be amalgamated with the respective adjoining records of title. As such, the proposal will result in one less Record of Title overall.

The proposal is an internal reconfiguration of existing rural titles to better align ownership and landholding arrangements, with no increase in title numbers, no change to access, no physical works, no additional servicing demand, and no adverse effects on coastal, ecological, cultural, hazard, or rural production values.

Property access to each adjusted Record of Title from Brindle Road will use existing entrances and gateways, with no increase in traffic resulting from the proposed activity. No new easements are required for the boundary adjustment, although proposed right of way easements are shown on the Scheme Plan.

The subject land is zoned Rural Production in the Far North District Council Operative District Plan and the proposal requires subdivision consent as a restricted discretionary activity.

The subject land is zoned Rural Production, with Coastal Environment, High Natural Character, Coastal Flood Hazard and River Flood Hazard overlays in the Far North Proposed District Plan – Decisions Version. A restricted discretionary activity status subdivision consent is required.

Te Runanga o Te Rarawa have been consulted, and are satisfied that the proposed boundary adjustment is unlikely to adversely affect the cultural, spiritual, historical, or environmental values associated with the Whirinaki River or Hokianga Harbour Statutory Acknowledgement Area, on the basis that no physical works are undertaken.

This assessment accompanies the Resource Consent application made by the Applicant and is provided in accordance with Schedule 4 of the Resource Management Act 1991. It is intended to provide the necessary information, in sufficient detail, to provide an understanding of the proposal and any actual or potential effects the proposed activity may have on the environment.

¹ Williams & King - a Division of Survey & Planning Solutions (2010) Ltd
Surveyors, Planners, Resource Managers - Kerikeri and Kaitiaki
PO Box 937 Kerikeri Phone (09) 407 6030 Email: nat@saps.co.nz

2. Description of Proposal

It is proposed to adjust the boundaries of Section 1 Block I Waoku SD and Whirinaki 2B to create Lots 1, 2 and 3 with areas of 7.5260ha, 17.7820ha and 30.9090ha respectively.

The boundary between Lots 1 and 2, and 2 and 3, generally follows the pine forest plantation areas, while Lot 2 includes an area of pasture and indigenous bush.

Lots 1 and 3 will be amalgamated with adjacent records of title via the following proposed amalgamation conditions, resulting in one less record of title overall:

- That Lot 1 Hereon and Lot 3 DP 610819 (RT1211923) be held in the same Record of Title.
- That Lot 3 Hereon and Pt Whirinaki 1A (NA195/226) be held in the same Record of Title.

A summary of the resultant record of title areas is provided in Table 1.

Table 1: Summary of Adjusted Records of Title

Proposed Lot	Adjacent Site Included in Amalgamation Condition	Total Area (Subject to Survey)
1	Lot 3 DP 610819 (RT 1211923)	49.7180ha
2	-	17.7820ha
3	Pt Whirinaki 2A (NA195/226)	80.4628ha

Property access to each adjusted record of title from Brindle Road will remain unchanged, with each resultant record of title having access via formed entrances or gateways. As the requirement for and/or location of future buildings is not yet known, it is not proposed to upgrade or form any vehicle crossings as part of this consent, and the requirement to obtain a vehicle crossing permit and form a vehicle crossing in accordance with Far North District Council's engineering standards can be specified as an advice note.

A schedule of proposed easements is shown on the Scheme Plan. The schedule shows Rights of Way 'A' over proposed Lot 2, to benefit Lot 1 and Lot 3 DP 610819, and 'B' over proposed Lot 2 to benefit Lot 3 and Pt Whirinaki 1A. Note that these right of way easements only provide secondary access to the benefitted land, and are not recorded in a Memorandum; they therefore do not need to be required by, or included in, the conditions of consent.

The Scheme Plan is attached in **Appendix 1** and presented in **Figure 1**. All areas and dimensions are subject to survey. Proposed amalgamation conditions are shown on the Scheme Plan.

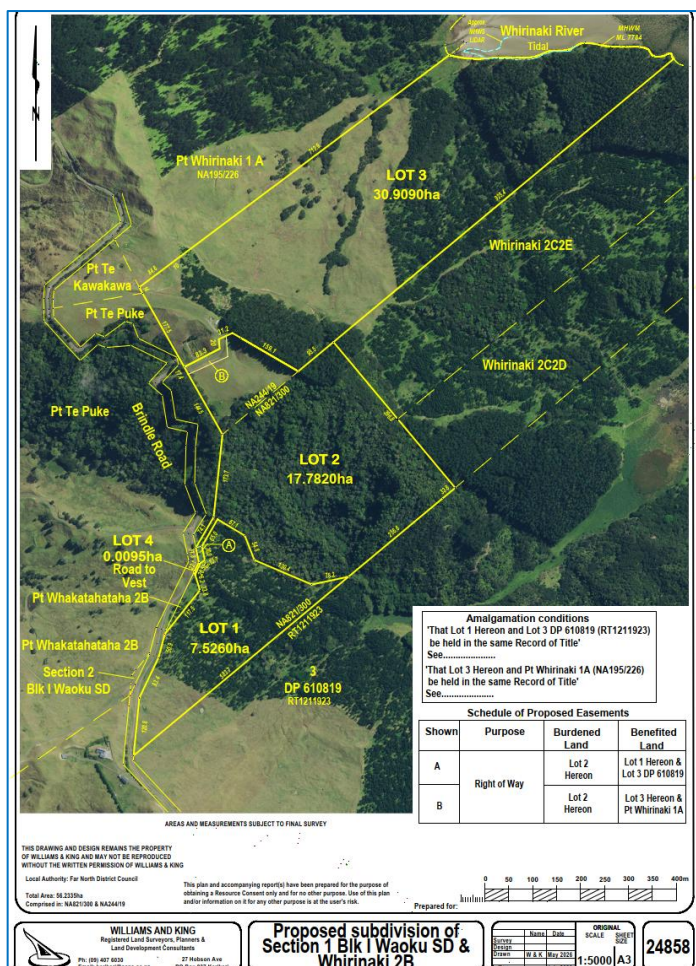


Figure 1: Scheme Plan

3. Application Site Details and Description

3.1 Legal Details

Details of the underlying records of title involved in the proposed boundary adjustment are provided in Table 2, below. Records of title are attached in **Appendix 2**.

Table 2: Legal Details of Subject Records of Title

RECORD OF TITLE	LEGAL DESCRIPTION	TITLE AREA	INTERESTS
PROPERTIES TO BE SUBDIVIDED			
NA821/300	Section 1 Block I Waiku Survey District	22.9153ha	11419781.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen 11757743.1 Notice Pursuant to Section 195(2) Climate Change Response Act 2002
NA244/19	Whirinaki No 2B Block	33.3183ha	11419781.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen 11757743.1 Notice Pursuant to Section 195(2) Climate Change Response Act 2002

PROPERTIES WITH WHICH LOTS 1 AND 3 WILL BE AMALGAMATED			
1211923	Lot 3 DP 610819	42.1920ha	11419781.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen 11419781.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen 11757743.1 Notice Pursuant to Section 195(2) Climate Change Response Act 2002 13258963.3 Consent Notice pursuant to Section 221 RMA 1991 (<i>"At the time of applying for building consent, the Lot owner must also apply for a vehicle crossing permit. The Vehicle crossing shall meet the Far North District Council's engineering standards that are current at the time of the crossing design. The construction of the vehicle crossing must be completed to the satisfaction of Council's Road corridor coordinator or delegated representative within 3 months of receiving the Code of Compliance Certificate for the building."</i>)
NA195/226	Whirinaki 1A Block	49.5538ha	11419781.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen 11757743.1 Notice Pursuant to Section 195(2) Climate Change Response Act 2002

3.2 Location

The subject land is located to the north east of Brindle Road, between Rawene and Opononi in south Hokianga. Proposed Lot 3 adjoins Whirinaki River. Refer to the Location and Cadastral Maps in **Figures 2 and 3**.

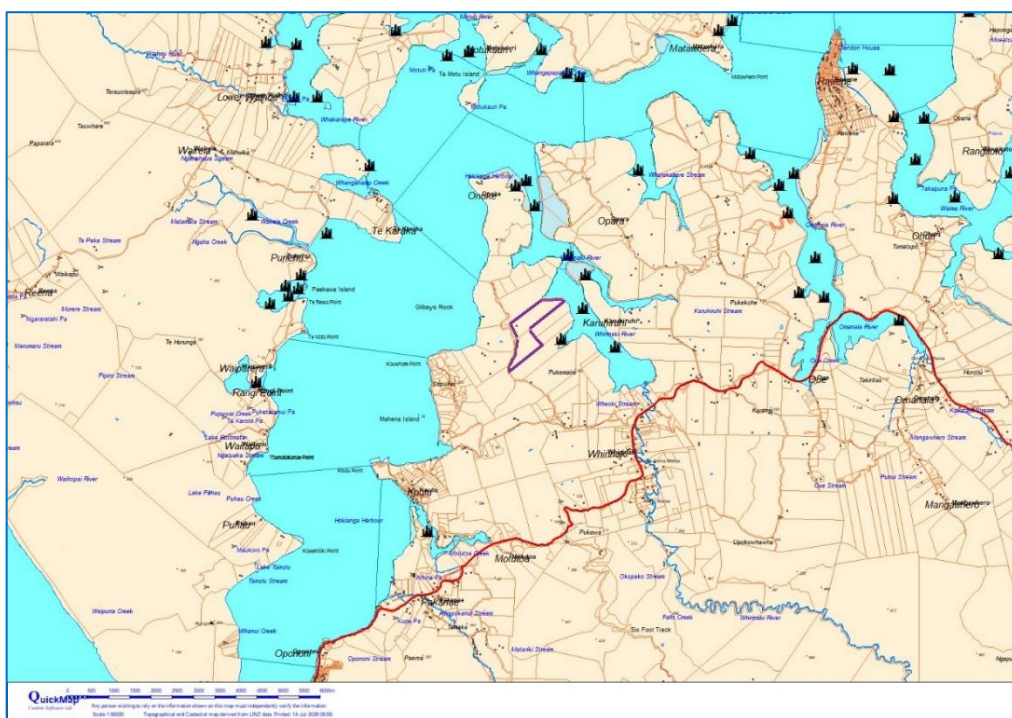


Figure 2: Location Map Highlighting Section 1 Blk Waoku SD & Whirinaki 2B (Source: QuickMap)

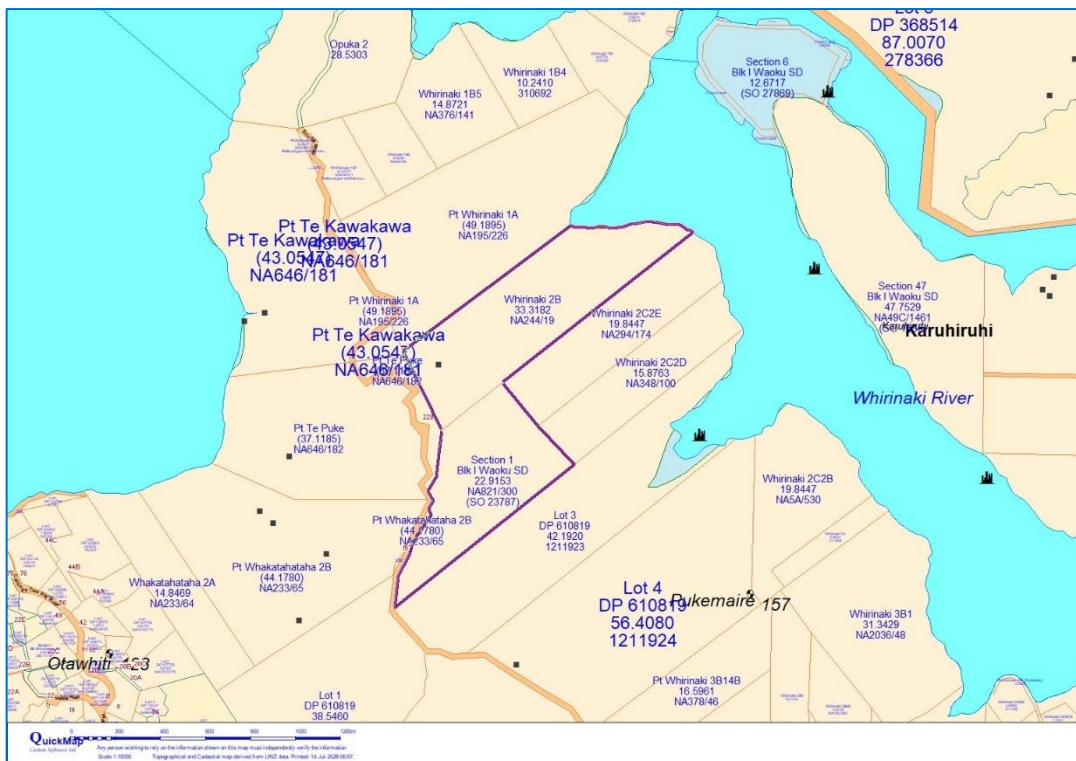


Figure 3: Cadastral Map Highlighting Section 1 Blk Waoku SD & Whirinaki 2B (Source: QuickMap)

3.3 Site Conditions

The subject land is in a combination of pasture, pine forestry, and indigenous bush. Lot 3 includes part of an airstrip located at its western boundary.

Whirinaki River is located to the north east of Lot 3, and the land to the north east of Brindle Road slopes in this direction, with various tributaries and overland flow paths discharging to this tidal waterbody.

3.4 Recorded Natural and Cultural Features

3.4.1 Sites of Cultural Significance and Heritage

The Far North Maps 'Historic Sites' mapping and the Operative or Proposed District Plan do not record any historic sites, buildings or objects, sites of cultural significance to Maori or scheduled registered archaeological sites.

3.4.2 Regional Policy Statement

The adjacent Whirinaki River and nearby Hokianga Harbour are part of a Statutory Acknowledgement Area under the Te Rarawa Claims Settlement Act 2015.

The subject land is partly within the coastal environment, including Lot 3 and the north eastern and western edges of Lot 2, as mapped by the Regional Policy Statement for Northland. This also maps part of the coastal area of Lot 2, along its north eastern edge, as an area of High Natural Character ("Whirinaki Catchment"). Refer to **Figure 4**.

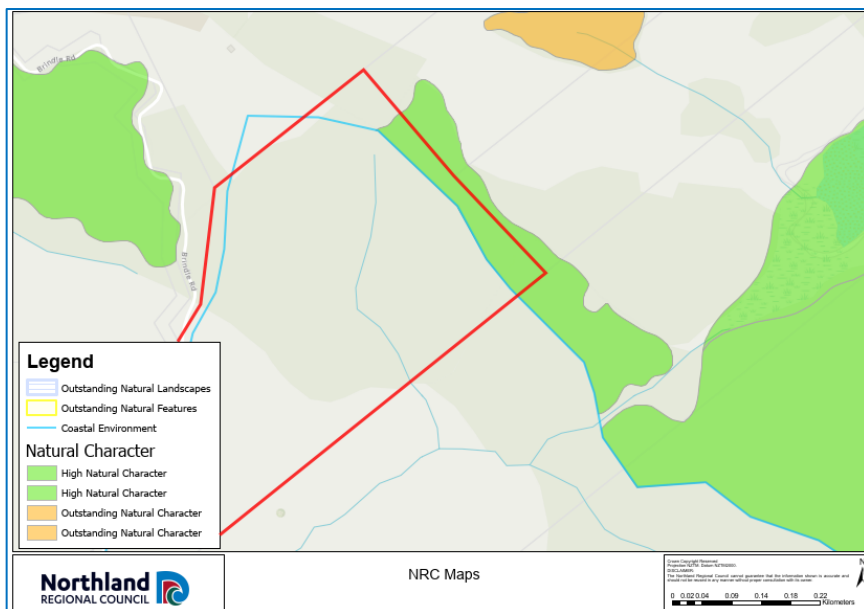


Figure 4: Regional Policy Statement Mapping, with Section 1 Waiku Survey District Highlighted

3.4.3 Reserves and Protected Areas

The subject land is not recorded as being part of a kiwi habitat in the Far North Maps “Species Distribution (DoC)” Map.² This mapping is a non-statutory document.

The vegetated area of Lot 2 is part of the Wheoki Stream Pukemaire Remnants ecological unit (O06/009) recorded in the Department of Conservation Protected Natural Area (“PNA”) mapping. This mapping is a non-statutory document. The Wheoki Stream Pukemaire Remnants ecological unit, as it relates to the subject land, is described as exhibiting “a large range of semi-coastal mixed podocarp/broadleaf/kauri vegetation types reflecting a range of historic modifications and physical influences”, forest and “manuka shrubland on coastal hillslope”. Refer to **Figure 5**.

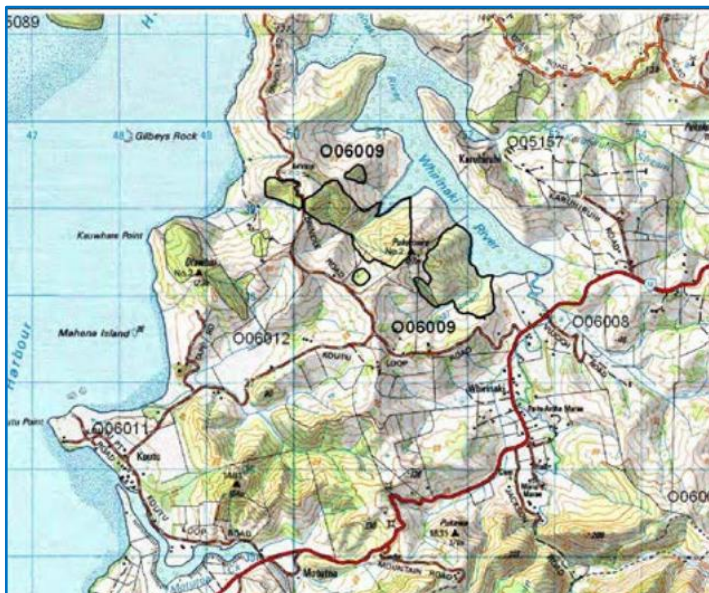


Figure 5: Wheoki Stream/Pukemaire Remnants 006/009. Source Department of Conservation.

² A map showing the distribution of Northland Brown Kiwi and Northland Mudfish in the Far North District. Kiwi habitat distribution based on call count monitoring in 2019 by Department of Conservation: Craig, E. (2020): *Call count monitoring of Northland brown kiwi 2019*. Department of Conservation, Whangarei, New Zealand.

3.4.4 Soils and Land Use Capability

The site topography can be described as rolling to hilly, with well to moderately drained soils, of type Waiotira clay loam, Taumata clay loam and Omanaia clay loam.

The majority of the land is within Land Use Capability (“LUC”) Class VI land, described generally as being non-arable land. Specifically, the LUC units are VIe7 and VIe12, overall comprising gently rolling to moderately steep slopes forming hilly terrain, where erosion is the dominant limitation.

4. District Plan Assessment

4.1 Operative Far North District Plan

The subject land is within the Rural Production Zone as recorded by the Operative Far North District Plan. The proposal is assessed against the relevant rules of the District Plan as follows.

4.1.1 Rural Production Zone

The proposal has no implications in terms of the Rural Production Zone rules.

4.1.2 Subdivision

The ‘Context’ section of the Subdivision chapter states that “boundary adjustments are a controlled activity throughout the District, subject to meeting specific criteria”, being those listed in Rule 13.7.1.

Rule 13.7.1 Boundary Adjustments: All Zones Except the Recreational Activities and Conservation Zones

Rule 13.7.1 (Boundary Adjustments: All Zones) sets out the performance standards for boundary adjustments to be carried out as a controlled activity. Compliance is assessed as follows:

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

There is no change to existing access to the adjusted Records of title off Brindle Road.

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

One less record of title will be created.

(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

The area of the adjusted records of titles comprising Lot 1 & Lot 3 DP 610819, and Lot 3 & Pt Whirinaki 1A will exceed 20ha. Lot 2 will not comply with the 20ha controlled activity lot size. This clause is not met.

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

The area of the boundary adjustment is contiguous with the area of the original records of title.

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

No land use infringements arise from the proposal.

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

Not applicable.

Applications under this rule will not be notified but where these conditions cannot be met the application will be considered under the relevant zone rules set out in Rules 13.7.2 to 13.7.10.

Condition (c) is not met, as Lot 2 is less than 20ha.

Rule 13.7.2 Allotment Sizes, Dimensions and Other Standards

13.7.2.1 Minimum Area for Vacant New Lots and New Lots which already accommodate structures

Table 13.7.2.1: Minimum Lot Sizes

The restricted discretionary activity status is met, as Lot 2 exceeds 12ha.

13.7.2.2 Allotment Dimensions

Each lot includes a 30m x 30m dimension, excluding boundary setbacks for the Rural Production Zone.

13.8.1 Subdivision Within the Rural Production Zone

The proposal complies with Rule 13.8.1(a).

In considering whether or not to grant consent on applications for restricted discretionary subdivision activities, the Council will restrict the exercise of its discretion to the following matters:

(i) for applications under 13.8.1(a):

- effects on the natural character of the coastal environment for proposed lots which are in the coastal environment.

In considering whether or not to impose conditions on applications for restricted discretionary subdivision activities the Council will restrict the exercise of its discretion to the following matters:

(1) the matters listed in 13.7.3;

(2) the matters listed in (i) and (ii) above.

For the purposes of this rule the upstream boundary of the coastal environment in the upper reaches of harbours is to be established by multiplying the width of the river mouth by five.

4.1.3 Summary of Activity Status under the Operative District Plan

Overall, the proposal has been assessed as a restricted discretionary activity under the Operative District Plan.

4.2 Proposed Far North District Plan – Decisions Version

4.2.1 Subdivision

The site is zoned Rural Production under the Proposed District Plan – Decisions Version. The following overlays apply:

- Lot 3, as well as the north eastern and western edges of Lot 2, are within the Coastal Environment.

- Part of the coastal area of Lot 2, along its north eastern edge, is an area of High Natural Character.
- A small area at the north western corner of Lot 3 (adjacent to the tidal Whirinaki River) is within Coastal Flood Hazard and River Flood Hazard Overlays.

SUB-R1 Boundary Adjustments

CON-1

1. *The boundary adjustment complies with standards:*

SUB-S1 Minimum allotment sizes for controlled activities, except where an existing allotment size is already non-compliant, the degree of non-compliance shall not be increased.

SUB-S2 Requirements for building platforms on each allotment

SUB-S3 Water Supply

SUB-S4 Water supply

SUB-S5 Wastewater disposal

SUB-S6 Telecommunications and power supply

SUB-S7 Easements for any purpose

The proposed boundary adjustment does not comply with SUB-S1, as the area of Lot 2 is less than 40ha. The area of the adjusted records of titles comprising Lot 1 & Lot 3 DP 610819, and Lot 3 & Pt Whirinaki 1A will exceed 40ha. A restricted discretionary activity status is directed, with matters of discretion being restricted to (a) matters of any infringed standard; and (b) any relevant matters of control.

CON-2

1. *The boundary adjustment does not:*

- Alter the ability of existing activities to continue to be permitted under the rules and standards in this District Plan;*
- Alter the degree of non compliance with zone or district wide standards;*
- Alter the number and location of any access; and*
- increase number of certificates of title.*

The boundary adjustment complies with the above conditions.

CON-3

1. *The boundary adjustment complies with Standard: SUB-S8 Esplanades.*

Not applicable.

4.2.2 Summary of Activity Status under the Proposed District Plan – Decisions Version

The proposal has been assessed as a restricted discretionary activity under the Proposed District Plan – Decisions Version.

5. Assessment of Environmental Effects

Clauses 6 and 7 of Schedule 4 of the RMA indicate the information requirements and matters that must be addressed in or by an assessment of environmental effects, both of which are subject to the provisions of any policy statement or plan. This assessment takes into account the matters listed under Rule 13.7.3 of the Operative District Plan and the matters of control listed in Rule SUB-R1 of the Proposed District Plan – Decisions Version.

5.1 Property Access

The proposal reduces the number of records of title, and will not generate any additional traffic. Each adjusted Record of Title retains its existing access from Brindle Road, and no new vehicle crossing points are proposed. The proposal therefore avoids adverse effects associated with traffic and vehicle access.

5.2 Natural and Other Hazards

Northland Regional Council natural hazards mapping records coastal flood hazard and river flood hazard overlays affecting a small, low-lying part of proposed Lot 3 adjacent to the tidal Whirinaki River. The coastal flood hazard mapping includes present-day and future sea level rise scenarios, including 50-year, 100-year and rapid sea level rise scenarios, while the river flood hazard mapping identifies 10-year, 50-year and 100-year flood extents.

The mapped flood hazard areas are confined to the lower river margin and do not affect the ability of the adjusted records of title to contain suitable areas for built development outside mapped flood hazard areas. No new building platform is proposed or required as part of this boundary adjustment, and the proposal does not rely on any new building site within a mapped coastal or river flood hazard area.

Existing access from Brindle Road will remain unchanged, and the boundary adjustment does not create a need for access to be formed through mapped flood hazard areas.

Because the proposal does not increase the number of records of title, does not create additional development potential within the mapped hazard areas, and does not involve physical works, it will not increase or generate natural hazard risk.

In relation to fire hazard, the adjusted records of title contain sufficient area for any future residential development to be located with appropriate separation from existing shrubland and forest, including setbacks of more than 20 metres where required. The proposal itself does not introduce any new ignition source, intensify land use, or change the existing vegetation pattern, and no adverse fire hazard effects are anticipated.

There is no known soil contamination affecting any part of the subject land, and no other natural or physical hazard has been identified that would be exacerbated by the proposed boundary adjustment. Overall, the proposal will not create, increase, or transfer natural hazard risk, and the adverse effects of the proposal with respect to natural and other hazards are assessed as negligible.

5.3 Water Supply

The proposal has no adverse effects in terms of water supply.

5.4 Stormwater Disposal

The overall pattern of stormwater runoff on the land can be described as general surface runoff (sheet flow), following the natural contours and unnamed water courses eventually draining to the Whirinaki River to the north east.

The proposal creates no additional impermeable surfaces, stormwater runoff or discharge, and has no impact on drainage to or from adjoining properties. Impermeable surfaces on each lot remain within the permitted activity standard for the Rural Production Zone, and future development on the vacant lots is also anticipated as easily complying. As such, nil adverse environmental effects related to stormwater disposal are anticipated as a result of the proposal.

5.5 Sanitary Sewage

The proposal does not result in any adverse effects in terms of the treatment or disposal of wastewater.

5.6 Energy Supply & Telecommunications

There is no requirement for new energy or telecommunications supply as part of this proposal. The proposal does not result in any adverse effects in terms of the supply of power or telecommunication services.

5.7 Easements for any Purpose

The adjusted records of title have individual frontage to Brindle Road, and no new easements are required for the subdivision. However, as noted, easements shown as 'A' and 'B' on the Scheme Plan, are proposed but do not need to be included in a memorandum.

Easement 'A' over Lot 2 provides alternative access to the proposed record of title comprising Lot 1 and Lot 3 DP 610819.

Easement 'B' over Lot 2 provides access over an existing formation to the airstrip. Easement 'B' does not have frontage to Brindle Road, and the use of this access is an informal arrangement.

5.8 Heritage Resources

The property does not contain any recorded archaeological sites, including those that are listed in Appendix 1G of the Operative District Plan and no sites of cultural significance listed in Appendix 1F of the Operative District Plan. No physical work is required to implement the proposed boundary adjustment, and no adverse effects on archaeological or cultural sites will arise.

5.9 Flora & Fauna

As noted, within Lot 2 is part of the ecological units 'Otawhiti Bush' (006/012) and 'Wheoki Stream Pukemaire Remnants' (006/009), which are mapped as Protected Natural Areas recorded by Department of Conservation within a non-statutory document. The land is not recorded as being within a kiwi habitat.

The proposal does not have any direct or indirect adverse effects on areas of indigenous vegetation or habitats, and no vegetation clearance is required or proposed as part of the boundary adjustment.

5.10 Landscape & Visual Values

Lot 2 includes an area of high natural character, being part of the Whirinaki Catchment and within the coastal environment. The contributing values of this high natural character area relate to the presence of indigenous vegetation, including mature and moderately mature indigenous forest, and the minimal human-mediated hydrological and landform changes, and lack of obvious human structures.

The proposal will not cause any alteration to the existing natural and physical resources or characteristics of the subject land. It does not necessitate any indigenous vegetation clearance or earthworks which have the potential to reduce natural character. It has no adverse effects in terms of natural or coastal character and visual and landscape values.

5.11 Access to Reserves and Waterways

No access to reserves or waterways is proposed, or necessary, as part of this boundary adjustment.

5.12 Land Use Compatibility

No new lots or building sites will result from the proposal, and the adjusted records of title will continue to support their existing primary production land use activities. The proposal has no adverse effect in terms of land use incompatibility.

6. Statutory Assessment

6.1 National Environmental Standards

6.1.1 Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011

The subject land is not recorded on the Northland Regional Council Selected Land-use Register as a site that has been used for any activity included in the Ministry for the Environment's Hazardous Activities and Industries List ("HAIL").³

The Far North Maps Land cover and land use map confirms the land use on Lot 2 as being a combination of indigenous forest, high producing exotic grassland, and exotic forest, and on Lot 3 as being high producing exotic grassland and exotic forest, in 1996, 2001, 2008, 2012, and 2018.

Therefore, using Method 6(2), the subject site is not considered to be a 'piece of land', and the above regulations do not apply to the proposed activity.

6.1.2 Resource Management (National Environmental Standard for Freshwater) Regulations 2020

The boundary adjustment activity does not involve any earthworks, vegetation removal, or diversion or discharge of stormwater, and is not considered to have any implications in terms of the above Regulations.

6.2 National Policy Statements

6.2.1 National Policy Statement for Highly Productive Land 2022 (Amended December 2025)

The subject sites contain Land Use Capability 6 land, as mapped by the New Zealand Land Resource Inventory. They do not meet the definition of 'highly productive land' in terms of the above National Policy Statement.

6.2.2 National Policy Statement for Natural Hazards 2025

Risk Matrix

When undertaking an assessment of natural hazard risk, the following risk matrix and associated tables must be applied to enable assessment of the consequence level and likelihood level and to determine the level of natural hazard risk applicable.

- The land includes a small area of mapped coastal and river flood hazard, these are located on Lot 3 adjacent to the tidal Whirinaki River. The proposed boundary adjustment does not affect the availability of building sites outside of these flood hazard areas, so although there is a certainty of flooding within the mapped flood hazard areas, the consequence of this is negligible, resulting in a low level of flood risk.
- The land is not shown to be erosion prone land in the NRC Regional Plan mapping.
- The liquefaction vulnerability assessment is shown as 'unlikely'.

³ Northland Regional Council (n.d.): *Selected Land-use Register Map*. Retrieved 9 July 2026 from <https://localmaps.nrc.govt.nz/localmapsviewer/?map=65b660a9454142d88f0c77b258a05f21>

Part 2: Objective and policies

2.1 Objective

1. *Natural hazard risk to people and property associated with subdivision use and development is managed using a risk-based proportionate approach.*

This has been considered using the risk matrix and in response to the policies below.

2.2 Policies

Policy 1: When considering natural hazard risk associated with subdivision, use or development, the risk level must be assessed using the risk matrix.

A low level of natural hazard risk has been assessed.

Policy 2: Natural hazard risk associated with subdivision, use and development must be managed using an approach that is proportionate to the level of natural hazard risk.

Lot 3 contains numerous building sites outside of the flood hazard areas, and no specific management is considered necessary to mitigate this low level of natural hazard risk.

Policy 3: Where subdivision, use or development is assessed as having very high natural hazard risk, that risk must be avoided.

Not applicable.

Policy 4: Where subdivision, use or development, including any associated mitigation measures, will create or increase significant natural hazard risk on other sites, that risk must be avoided or mitigated using an approach that is proportionate to the level of natural hazard risk.

Not applicable.

Policy 5: Natural hazard risk assessment and decisions must be based on the best available information and must be made even when that information is uncertain or incomplete.

Most recent natural hazard mapping has been referred to.

Policy 6: The potential impacts of climate change to at least 100 years into the future must be considered.

Not applicable.

6.3 Regional Policy Statement for Northland ("RPS")

The RPS provides broad direction and framework for managing the region's natural and physical resources. It identifies significant resource management issues for the region and sets out how resources such as land, water, soil, minerals, plants, animals and structures will be managed.

RPS Mapping records that Lot 3, and the north eastern and western edges of Lot 2, are within the coastal environment. Part of the north eastern coastal environment of Lot 2 is part of a within the Whirinaki Catchment high natural character area, described as '*Upper hill slopes with kanuka-tanekaha forest; and kanuka dominant shrubland & forest on margins. There is a limited amount of kauri-totara- mixed broadleaved forest within the coastal environment with most of this forest type being in a contiguous area just outside the defined coastal environment*'.

4.4.1 Policy – Maintaining and protecting significant ecological areas and habitats

Adverse effects on ecological areas and habitats are avoided by the proposal.

4.6.1 Policy – Managing effects on the characteristics and qualities of natural character, natural features and landscapes

The area of high natural character in Lot 2 is within the coastal environment, so policy 4.6.1(1)(b) applies. This directs avoidance of significant adverse effects and avoidance, remedy or mitigation of other adverse

effects of subdivision, use and development on natural character, natural features and natural landscapes. Methods which may achieve this include:

- (i) Ensuring the location, intensity, scale and form of subdivision and built development is appropriate having regard to natural elements, landforms and processes, including vegetation patterns, ridgelines, headlands, peninsulas, dune systems, reefs and freshwater bodies and their margins; and*
- (ii) In areas of high natural character, minimising to the extent practicable indigenous vegetation clearance and modification (including earthworks / disturbance, structures, discharges and extraction of water) to natural wetlands, the beds of lakes, rivers and the coastal marine area and their margins; and*
- (iii) Encouraging any new subdivision and built development to consolidate within and around existing settlements or where natural character and landscape has already been compromised.*

The proposal is for a boundary adjustment, which maintains rural sized allotments which are appropriate to the environment. Vegetation clearance and modification within the area of high natural character is not required or proposed as part of the boundary adjustment activity. As such, the proposal is not considered to offend the above policy.

5.1.1 Policy – Planned and coordinated development

The proposal does not create any additional records of title, does not require any new infrastructure, and has no implications in terms of this policy. No change of land use on the adjusted records of title will result from the proposal, the site does not contain highly versatile soils and adverse effects on soils are avoided. The proposal is considered to be compatible with the above policy.

7.1.2 Policy – New subdivision and land use within 10-year and 100- year flood hazard areas & 7.1.3 New subdivision, use and development within areas potentially affected by coastal hazards (including high risk coastal hazard areas)

The proposed boundary adjustment does not create any additional titles or building sites within any flood prone area, and does not necessitate any access through river or coastal flood hazard areas. It is considered to be compatible with the above policies.

6.4 District Plan Objectives and Policies

6.4.1 Far North District Council Operative District Plan

The boundary adjustment activity has been assessed as a restricted discretionary activity under the Operative District Plan, and the objectives and policies of the Rural Environment, Rural Production Zone and Subdivision Sections of the District Plan are all considered to be met.

6.4.2 Far North District Council Proposed District Plan – Decisions Version

As a restricted discretionary activity under the Proposed District Plan, the proposal aligns with the relevant subdivision and Rural Production objectives and policies of the Proposed District Plan.

6.4.3 Weighting of Far North District Council Operative and Proposed District Plan

In terms of this proposed activity, it is considered that the outcomes sought under the Operative and Proposed District Plan frameworks are similar, in that boundary adjustments are enabled where there is no change in access locations, zone and district wide standards are not infringed, and minimum lot sizes are achieved. With the Proposed District Plan existing as a decisions version and currently within the appeal period, it is considered that moderate to significant weight should be afforded to the Proposed District Plan.

6.5 Regional Plans

6.5.1 Regional Plan for Northland – March 2026

The boundary adjustment activity does not require consent under the Regional Plan for Northland.

6.6 Part 2 of the Resource Management Act 1991

An assessment of the proposal in relation to Part 2 of the Act is given below.

PART 2 PURPOSE AND PRINCIPLES

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 wellbeing 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.*

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;*
- (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;*
- (g) the protection of protected customary rights;*
- (h) the management of significant risks from natural hazards.*

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-

- (b) The efficient use and development of natural and physical resources;*
- (c) The maintenance and enhancement of amenity values;*
- (f) Maintenance and enhancement of the quality of the environment;*

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 proposed boundary adjustment is considered to represent sustainable management of natural and physical resources. The proposal will continue to support primary production of soils at a suitable scale, does not create any additional records of title, and does not have any impact on the existing areas of indigenous vegetation, including by avoiding fragmentation of the existing Protected Natural Areas.

The proposal does not adversely affect the natural character of the existing indigenous vegetation on the site, or the natural character of the Whirinaki River, and does not generate the need for esplanade areas for public access to this water body. There will be no increase in natural hazard risk arising from the proposal. Relevant matters of national importance have been recognised.

Relevant matters listed under Section 7 have been given regard to, as amenity and ecological values can be maintained. The proposal will not detract from the quality of the environment.

There is a statutory acknowledgement that recognises the association between Te Rarawa and the Hokianga Harbour, amongst other areas, as outlined in the Te Rarawa Deed of Settlement. Te

Runanga o Te Rarawa have been consulted, and are satisfied that the proposed boundary adjustment is unlikely to adversely affect the cultural, spiritual, historical, or environmental values associated with the Whirinaki River or Hokianga Harbour Statutory Acknowledgement Area, on the basis that no physical works are undertaken. It is considered that the proposal has no further implications in terms of the Treaty of Waitangi.

The proposal is deemed to be consistent with the purpose and principles of the RMA.

7. Notification Assessment

7.1 Consultation

Comments have been invited from the Department of Conservation and Te Rarawa, as outlined below.

7.2 Public Notification Assessment

Step 1: Public notification is not required in terms of the criteria listed in 95A(3).

Step 2: Public notification is not precluded.

Step 3: There are no relevant rules that require public notification, and the adverse effects that the activity will have on the environment will not be more than minor. As such, it is considered that public notification is not required.

Step 4: No special circumstances are considered to exist that warrant the application being publicly notified in terms of 95A(9).

7.3 Limited Notification Assessment

Step 1: The proposal will not result in any adverse effects on the marine and coastal area, and there are no affected protected customary rights groups in terms of Section 95B(2)(a). The proposal is not an accommodated activity in terms of Section 95B(2)(b).

Proposed Lot 3 adjoins land that is the subject of a statutory acknowledgement in terms of Section 95B(3)(a).⁴ Therefore, Council must have regard to this statutory acknowledgement in deciding whether Te Rūnanga o Te Rarawa are affected persons in relation to the proposed activity, as specified in Section 95E(2)(c) – see Step 3 below.

Step 2: Limited notification is not precluded.

Step 3: The proposal is a rearrangement of records of title, which does not necessitate any physical works, including earthworks, vegetation clearance, or new stormwater discharges or diversions, and for these reasons, the proposal will not have any impact on the Hokianga Harbour or Whirinaki River, and no adverse effects in relation to the statutory acknowledgement area are anticipated. Te Runanga o Te Rarawa have been consulted, and are satisfied that the proposed boundary adjustment is unlikely to adversely affect the cultural, spiritual, historical, or environmental values associated with the Whirinaki River or Hokianga Harbour Statutory Acknowledgement Area, on the basis that no physical works are undertaken – refer to the consultation record in **Appendix 3**.

⁴ OTS-074-03. Te Rarawa Claims Settlement Act 2015.

Likewise, adjacent properties would not be adversely impacted by the internal reorganisation of boundaries, and it is anticipated that the proposal will not result in any discernible changes to the natural or physical environment.

The Department of Conservation has been emailed for comments. No response has been received at the date of lodgement. Refer to the consultation record in **Appendix 4**.

It is considered that there are no parties affected by the proposal.

Step 4: No special circumstances are considered to exist that warrant notification of the application to any other persons in terms of Section 95B(10).

7.4 Notification Assessment Summary

As outlined above, we are of the opinion that the proposal satisfies the statutory requirements for non-notification, and we respectfully request that it be processed on that basis.

8. Conclusion

The proposed boundary adjustment allows reconfiguration of existing rural titles to better align ownership and landholding arrangements, with no increase in title numbers, no change to access, no physical works, no additional servicing demand, and no adverse effects on coastal, ecological, cultural, hazard, or rural production values.

In terms of section 104 and 104C of the Resource Management Act 1991, we consider that:

- Considering the matters over which council has restricted its discretion in the Operative and Proposed District Plans, it is considered that the actual and potential adverse effects of the proposed boundary adjustment activity will be negligible. Conditions can be imposed with regards to survey plan approval and the required amalgamation conditions.

We also note that:

- The proposal satisfies the statutory requirements to proceed as non-notified.

For these reasons it is requested this application be considered to be a non-notified application, and that the Council grant consent to the proposal, under delegated authority, as detailed in the application and supporting information.

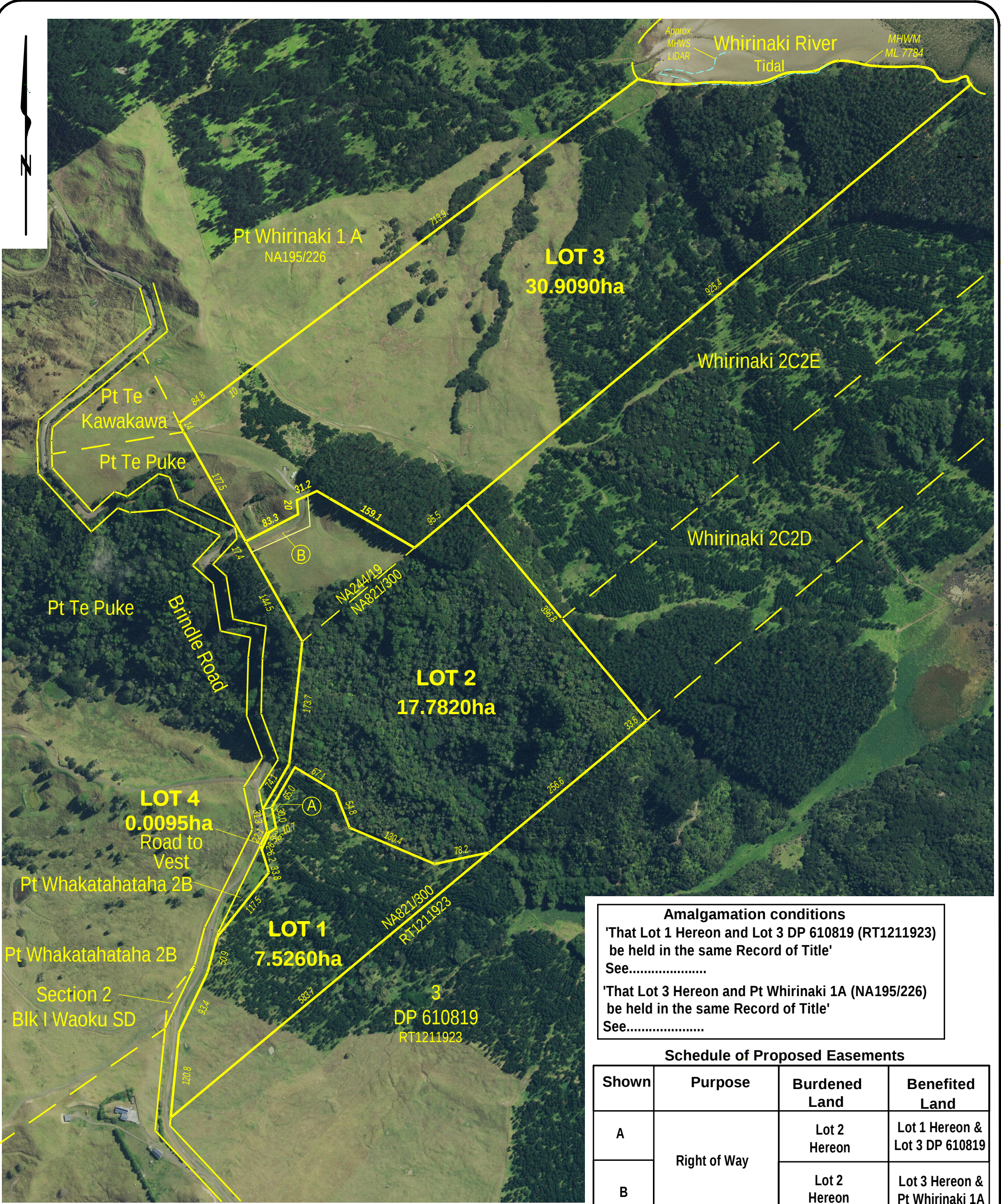
Signed 
Natalie Watson,
Resource Planner

Date: 15 July 2026

WILLIAMS & KING
Kerikeri

9. Appendices

Appendix 1:	Scheme Plan
Appendix 2:	Records of Title
Appendix 3:	Consultation Record – Te Rarawa
Appendix 4:	Consultation Record – Department of Conservation



AREAS AND MEASUREMENTS SUBJECT TO FINAL SURVEY

THIS DRAWING AND DESIGN REMAINS THE PROPERTY OF WILLIAMS & KING AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF WILLIAMS & KING

Local Authority: Far North District Council

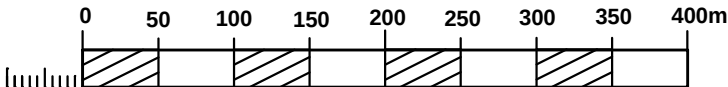
Total Area: 56.2335ha
Comprised in: NA821/300 & NA244/19

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.

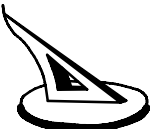
Amalgamation conditions
'That Lot 1 Hereon and Lot 3 DP 610819 (RT1211923) be held in the same Record of Title'
See.....
'That Lot 3 Hereon and Pt Whirinaki 1A (NA195/226) be held in the same Record of Title'
See.....

Schedule of Proposed Easements

Shown	Purpose	Burdened Land	Benefited Land
A	Right of Way	Lot 2 Hereon	Lot 1 Hereon & Lot 3 DP 610819
B		Lot 2 Hereon	Lot 3 Hereon & Pt Whirinaki 1A



Prepared for:



WILLIAMS AND KING
Registered Land Surveyors, Planners &
Land Development Consultants

Ph: (09) 407 6030
Email: kerikeri@saps.co.nz

27 Hobson Ave
PO Box 937 Kerikeri

**Proposed subdivision of
Section 1 Blk I Waoku SD &
Whirinaki 2B**

	Name	Date	ORIGINAL SCALE SHEET SIZE	1:5000 A3
Survey				
Design				
Drawn	W & K	May 2026		
Rev		July 2026		

24858



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **NA244/19**
Land Registration District **North Auckland**
Date Issued 24 August 1915

Prior References
NAPR79/34

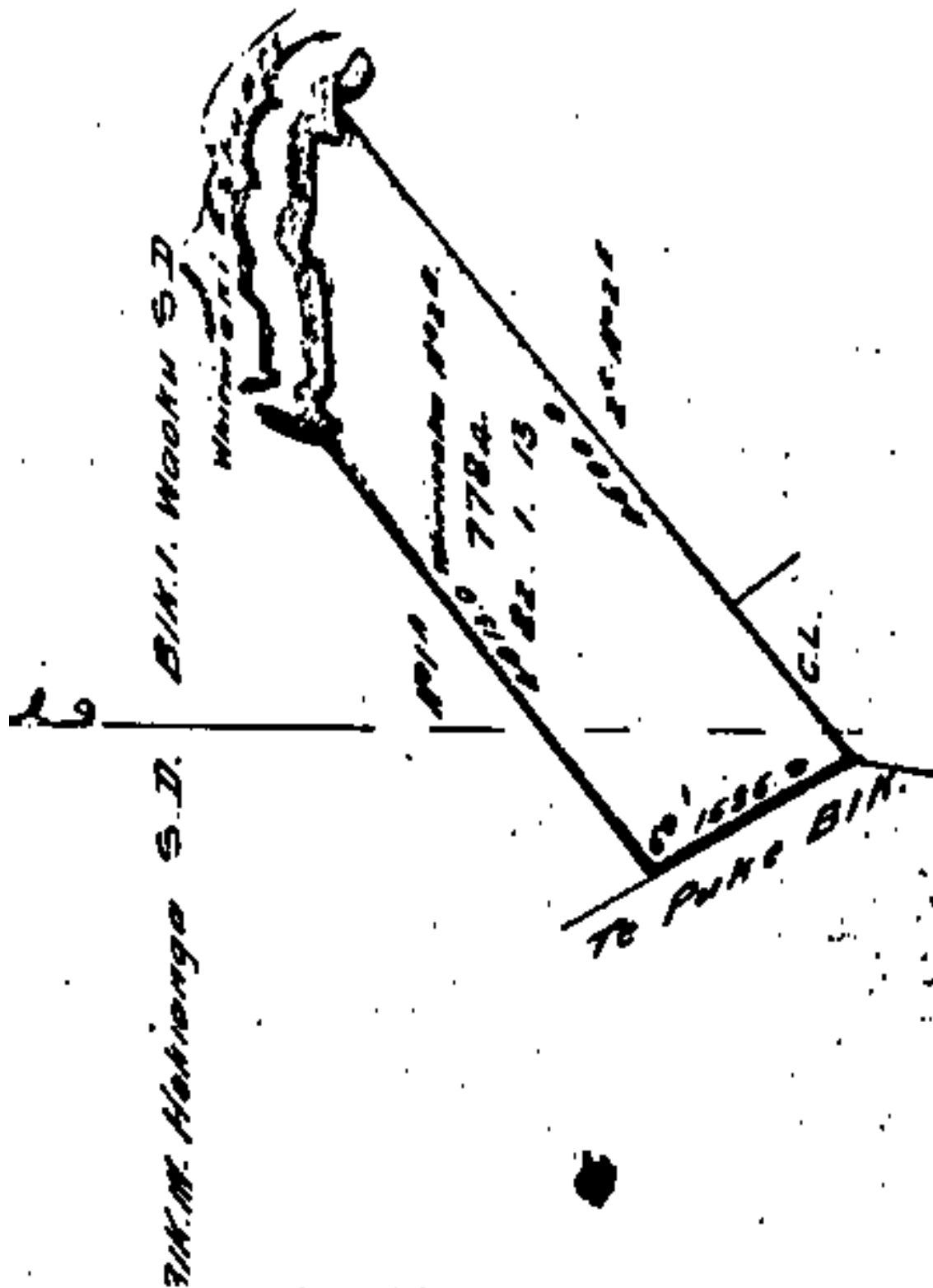
Estate Fee Simple
Area 33.3183 hectares more or less
Legal Description Whirinaki No 2B Block

Registered Owners

Ian Richard Carter, William McGregor Carter and Northland Trustee (2010) Limited as to a 1/2 share
William McGregor Carter, Lynley Patricia Carter and Northland Trustee (2010) Limited as to a 1/2 share

Interests

9232010.3 Mortgage to Rabobank New Zealand Limited - 16.11.2012 at 3:10 pm
11419781.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen - 27.8.2019 at 11:27 am
11757743.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 26.5.2020 at 3:39 pm



View Instrument Details



Instrument No 11419781.2
Status Registered
Date & Time Lodged 27 August 2019 11:27
Lodged By Black, Miriam Margaret Catherine
Instrument Type Profit a Prendre



Affected Records of Title	Land District
NA195/226	North Auckland
NA244/19	North Auckland
NA294/174	North Auckland
NA294/260	North Auckland
NA336/241	North Auckland
NA348/100	North Auckland
NA364/86	North Auckland
NA368/54	North Auckland
NA376/141	North Auckland
NA734/97	North Auckland
NA821/300	North Auckland

Annexure Schedule Contains 34 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 ☒

I certify that the Mortgagee under Mortgage 9232010.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Thomas Biss as Grantor Representative on 27/08/2019 11:18 AM

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 Ranui Claire Calman as Grantee Representative on 26/08/2019 05:01 PM

*** End of Report ***

I R C F/T

Instrument to grant *profit à prendre*

Section 109, Land Transfer Act 2017
 Section 2A, Forestry Rights Registration Act 1983

Land registration district

North Auckland

Grantor

Ian Richard Carter, William McGregor Carter and Northland Trustee (2010) Limited as to a ½ share

William McGregor Carter, Lynley Patricia Carter and Northland Trustee (2010) Limited as to a ½ share

Grantee

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Forestry

Grant of 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 *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

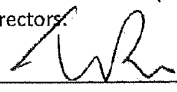
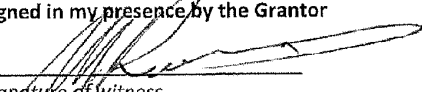
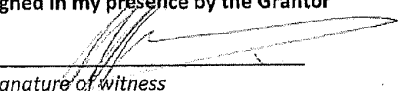
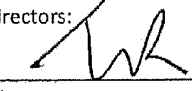
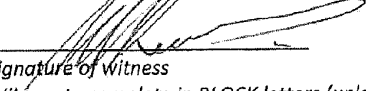
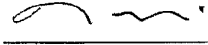
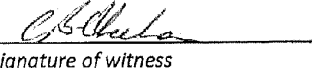
Dated this 19 day of July 2019

Attestation

<u>I R C.</u> Ian Richard Carter <u>William Carter</u> William McGregor Carter	Signed in my presence by the Grantor <u>[Signature]</u> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name I.J.S. Reeves Occupation Solicitor Address Whangarei, N.Z.
--	---

4

SMC

Northland Trustee (2010) Limited by one its directors:  Director	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name I.J.S. Reeves Occupation Solicitor Address Whangarei, N.Z.
 William McGregor Carter  Lynley Patricia Carter	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name I.J.S. Reeves Occupation Solicitor Address Whangarei, N.Z.
Northland Trustee (2010) Limited by one its directors:  Director	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name I.J.S. Reeves Occupation Solicitor Address Whangarei, N.Z.
Her Majesty the Queen in right of New Zealand acting by and through the Minister of Forestry acting by and through the Director General, Ministry for Primary Industries acting pursuant to an authorisation  Raymond Stanley Smith	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Carmel Sheehan Occupation Executive Assistant Address Wellington

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (nature and extent) of easement or profit à prendre	Shown (plan reference)	Burdened Land (Record(s) of Title)	Benefited Land (Record(s) of Title) or in gross
Forestry Right	As shown on the map attached to the First Schedule of the Annexure Schedule	NA376/141, NA195/226, NA244/19, NA294/174, NA348/100, NA821/300, NA368/54, NA294/260, NA336/241, NA364/86, NA734/97	Her Majesty the Queen in right of New Zealand acting by and through the Minister of Forestry (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

See Annexure Schedule

T
war
IRL
JPE
RO

Annexure Schedule

Insert instrument type

Forestry Right – profit à prendre

Dated

Page

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of

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Pages

*Continue in additional Annexure Schedule, if required***BACKGROUND**

- A. In December 2017, the New Zealand government through the Minister of Forestry, announced an intention to commence a programme to support and grow a sustainable forestry sector.
- B. On 13 December 2017, the Cabinet Business Committee agreed to allow Crown Forestry to enter into commercial arrangements to develop and divest plantation forests on privately-owned land, which provides for the government to obtain a fully commercial return.
- C. The purpose of this forestry right is to implement the announcement and the decision described in paragraphs A and B above.
- D. The Grantor is the registered owner of the Land.
- E. The Grantor has agreed to grant to the Grantee a Forestry Right pursuant to the Forestry Rights Registration Act 1983 to enable the Parties to effect their mutual intention to develop the Forest Area jointly for their mutual benefit.
- F. The Grantor and the Grantee have agreed upon the terms, conditions and rights attaching to such Forestry Right.

1. DEFINITIONS AND INTERPRETATION**1.1** In this Forestry Right, unless the context otherwise requires:

"Access Ways" means the area of land required for the provision of access to the Forest Area, including formed roads and tracks;

"CCRA" means the Climate Change Response Act 2002 as amended from time to time;

"Commencement Date" means the date of this Forestry Right;

"Crown" means the Sovereign in right of New Zealand including all ministers of the Crown, government departments, departmental agencies, offices of Parliament, Crown entities (as defined in section 7(1) of the Crown Entities Act 2004) and state enterprises (as defined in the State-owned Enterprises Act 1986);

"Final Termination Date" means 35 years from the Commencement Date or, in respect of any part of the Forest Area which becomes a Replant Area, 35 years after the date on which the replanting of that Replant Area is completed;

"Forest" means Trees established on the Forest Area;

"Forest Area" means that part of the Land described as the Forest Area and shown as such on the plan included in Part 2 of the First Schedule;

*to
IRC minute
JPP*

Annexure Schedule

Insert instrument type

Forestry Right – profit à prendre

Dated

Page

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of

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Pages

Continue in additional Annexure Schedule, if required

"Forest Manager" means the forest manager appointed by the Grantee to provide services to further the Objectives, including the forestry operations;

"Forest Produce" means the commercially saleable produce of the Trees but does not include Units;

"Forestry Right" means a forestry right created pursuant to the Forestry Rights Registration Act 1983 and where the context requires means this Forestry Right;

"Land" means the land described in Part 1 of the First Schedule;

"Local Authority" has the meaning given to it in the Local Government Act 2002;

"Management Plan" means a forest management plan (likely to be based around the intention of harvest for a framing regime) adopted and/or revised by the Grantee in its sole discretion from time to time;

"NZETS" means the emissions trading scheme in New Zealand as provided for under the CCRA;

"Objectives" means the objectives of the Parties, set out in clause 3.1;

"Parties" means the Grantor and the Grantee and includes any successors, executors and permitted assigns;

"Rates" means Local Authority rates relating to the Forest Area payable by the Grantee in accordance with clause 5.1.4;

"Rental" means the rental payable under this Forestry Right set out in the Rental Deed as reviewed or adjusted from time to time as provided for in clause 5.1.3;

"Rental Deed" means the rental deed entered into by the Parties on or about the date of this Forestry Right and includes any variation or extension of the deed or any substituted deed;

"Replant Area" means any part of the Forest Area which is replanted or to be replanted by the Grantee pursuant to the provisions of clause 6.1.4;

"RMA" means the Resource Management Act 1991;

"Stand" means a block of Trees within the Forest, of the same age, species and silvicultural regime;

"Surrender Area" means a part of the Forest Area that, for the purposes of clause 6.1.15:

- (a) has been identified by the Grantee pursuant to clause 6.1.15 for surrender to the Grantor;
- (b) has been harvested or is agreed not to be harvested;
- (c) is in the condition provided for in the Sixth Schedule; and
- (d) either:

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- (i) is not less than a minimum area of 50 hectares in contiguous hectares; or
- (ii) is less than a minimum area of 50 hectares in contiguous hectares but is accepted as a Surrender Area by the Grantor at its sole option as advised in writing to the Grantee; or
- (iii) is less than a minimum area of 50 hectares in contiguous hectares but as a Surrender Area is contiguous with a previous Surrender Area which has been returned to the Grantor; or
- (iv) is the final Surrender Area to be returned to the Grantor,

provided that for the purpose of paragraph (d)(iii) of this definition, a Surrender Area will be considered contiguous with a previous Surrender Area if it is separated by only a road, access way, stream, river or other such unproductive area through, on or over which access between the Surrender Area and the previous Surrender Area is not unreasonably impeded;

"Term" means the term of this Forestry Right, beginning on the Commencement Date and ending on the Termination Date;

"Termination Date" in respect of the whole or any part of the Forest Area means the earlier of:

- (a) the Final Termination Date; or
- (b) the date on which the Grantee surrenders that part or those parts pursuant to clause 6.1.16;

"Trees" means the commercial crop of trees established on the Forest Area in accordance with the rights and powers conferred on the Grantee by this Forestry Right;

"Unit" means a unit as defined in the CCRA; and

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

- (a) Saturday and Sunday;
- (b) any public holiday from time to time specified in the Holidays Act 2003 and observed in Wellington or in the locality of the Land including, at the Commencement Date, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday and the relevant Anniversary Day(s);
- (c) if Waitangi Day or ANZAC Day (or any other public holiday which is specified in the Holidays Act 2003 and observed only on the date on which it actually falls) falls on a Saturday or Sunday, the following Monday; and
- (d) a day in the period starting on 24 December in any year and ending on 5 January in the next year (both inclusive).

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1.2 In this Forestry Right:

- (a) words importing the singular number will include the plural;
- (b) words importing one gender include the other genders;
- (c) a person includes the Crown and any individual, company, corporation, firm, partnership, limited partnership, joint venture, association, organisation, trust, incorporated society or Local Authority, in each case whether or not having separate legal personality;
- (d) the schedules to this Forestry Right and the provisions and conditions contained in such schedules will have the same effect as if set out in the body of this Forestry Right;
- (e) references to clauses and schedules are references to clauses in and schedules to this Forestry Right, respectively;
- (f) references to \$ or dollars is a reference to the lawful currency of New Zealand and all amounts payable under this Forestry Right are to be paid in that currency;
- (g) any reference to legislation or statutory requirements includes reference to regulations or any other form of delegated legislation and such legislation amended and in force from time to time;
- (h) if any provision of this Forestry Right is considered to be invalid under any applicable statute or rule of law it will be deemed to be omitted only to the extent that the same is in violation of such statute or rule of law and will be enforced to the maximum extent possible; and
- (i) headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Forestry Right.

2. FORESTRY RIGHT

- 2.1 In consideration of, and subject to, the covenants and agreements on the part of the Grantee expressed in this Forestry Right, the Grantor transfers and grants to the Grantee for a term commencing on the Commencement Date and ending on the Termination Date, a Forestry Right to enter and remain on the Land for the purposes of establishing, maintaining, protecting and harvesting the Forest subject to the following covenants and conditions.

3. OBJECTIVES

3.1 The objectives of the Parties are:

- 3.1.1 to establish, manage, protect, harvest, store, carry away and sell the Trees;

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- 3.1.2 use their best endeavours to obtain a fully commercial return in respect of the Objectives; and
- 3.1.3 for the purpose of exercising such right and of carrying out such duties, to have and enjoy such rights of access to and from the Forest Area, and of construction, as are necessary to achieve the Objectives.

4. GRANTOR'S COVENANTS

- 4.1 It shall be the responsibility of the Grantor and, the Grantor covenants and agrees with the Grantee as follows:
- 4.1.1 The Grantor warrants that (where required) it has obtained the consent of any mortgagees or other required registered interest holders (if any) holding an interest in the Forest Area to the granting and registration of this Forestry Right as provided for in clause 6.1.23, and will comply with all of the provisions of all mortgages, leases, licences and charges (as applicable) in respect of the Land.
- 4.1.2 The Grantor warrants that it has obtained all statutory and other consents (if any) necessary to enter into and make this Forestry Right legally binding.
- 4.1.3 In respect of that part of the Forest Area comprising approximately 20.8 hectares and more particularly those parts of the Land shown edged in black and cross hatched in black on the plan annexed to Part 2 of the First Schedule ("Additional Forest Area"):
- (a) the Grantor's grant under this Forestry Right at the Commencement Date is subject to the Grantor's continuing ownership rights and rights to harvest (for its own benefit) in respect of the merchantable exotic trees situated on the Additional Forest Area; and
- (b) subject to the provisions of clause 4.1.4 if the Grantor:
- (i) harvests and removes all of the merchantable exotic trees situated on the Additional Forest Area within 5 years of the Commencement Date; and
- (ii) ensures that the Additional Forest Area is in the condition provided for in the Sixth Schedule,
- the Additional Forest Area shall become fully and without interference subject to this Forestry Right.
- 4.1.4 If the provisions of clause 4.1.3(b)(i) and (ii) are not met within 5 years of the Commencement Date, the Additional Forest Area will be treated as if it was not an

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area within the Forest Area at the Commencement Date of this Forestry Right and, in such case, the provisions of this Forestry Right shall be interpreted in a manner consistent with the Forest Area being only comprised of those parts of the Land shown edged in black and hatched in black on the plan annexed to Part 2 of the First Schedule, explicitly excluding the Additional Forest Area.

- 4.1.5 If the Grantee requires, the Grantor will at the Grantor's expense, fence and keep fenced the external boundaries of the Forest Area to the standards of the Fencing Act 1978, in such a manner that the Trees are adequately protected from damage or unauthorised access.
- 4.1.6 To allow the Grantee to construct upon the Forest Area such buildings, plant and other works ("Improvements") as may be necessary or convenient for the full enjoyment of this grant. If any improvements are constructed, the Grantee will remove the same on expiry or sooner determination of this Forestry Right and will leave all such areas of the Land in a clean and tidy condition.
- 4.1.7 To graze livestock or carry out any other operations on planted and unplanted portions of the Forest Area only in accordance with guidelines set out in the Management Plan and subject to restrictions imposed by the Grantee if in the Grantee's opinion damage is being caused or is likely to be caused to the Trees.
- 4.1.8 To allow unimpeded access to, from and over the Forest Area through or over (including in the airspace) land of the Grantor, including the Land, with or without machinery, vehicles or plant of any kind, and to allow the Grantee and the Grantee's contractors, agents and employees the use of all tracks, bridges and culverts on the Access Ways; but provided that the Grantee will not cause any unnecessary interference with the farming or other operations of the Grantor, and whenever practical, maintenance and tending operations on the Forest shall be scheduled so as to cause minimum interference with those farming or other operations.
- 4.1.9 Pay all rates, taxes and charges which may be rated, taxed, charged, levied, or assessed or payable in connection with those parts of the Land which are not within the Forest Area but are or may be required for access to the Forest Area.
- 4.1.10 Not to do or omit any act or grant to any person any rights which may cause danger to the Forest or impede or affect in any material respect the rights of the Grantee.
- 4.1.11 To allow the Grantee to use within the Forest Area (and any necessary access to it) any clay, minerals or rock found within the Forest Area.
- 4.1.12 That the Grantor will not submit an offsetting forest land application (or any like or substitute application) under the CCRA for any or all of the Forest Area to become

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offsetting forest land, without obtaining prior consent of the Grantee. Consent may be withheld by the Grantee if in the Grantee's opinion, the effect of the land becoming offsetting forest land or pre-1990 offsetting forest land under the CCRA is reasonably likely to be inconsistent with the Objectives.

- 4.1.13 Not to register as a participant under the CCRA in relation to all or any part of the Forest Area before registration of this Forestry Right.
- 4.1.14 Not to subdivide, lease and/or sell any part of the Land which is used to access the Forest Area without, at the Grantor's cost:
- (a) ensuring that the Grantee's right of access to the Forest Area and harvesting and all other rights under this Forestry Right are adequately protected by easement or other means; and
 - (b) obtaining in favour of the Grantee, a covenant (in a form approved by the Grantee) from any successor landowner, lessee, licensee or other required registered interest holder of any of the Land or interest in the Land, not to make, lodge, nor be a party to nor directly or indirectly support, encourage or finance or contribute to the cost of making or lodging any submission, application or proceedings or appeal (pursuant to the RMA or otherwise) to any relevant body having jurisdiction, in respect of the carrying out of any of the Grantee's rights or obligations under this Forestry Right, including, any application by or on behalf of the Grantee for resource consent to carry out any and all reasonable activities required to carry out the Objectives.

5. GRANTEE'S COVENANTS

- 5.1 It shall be the responsibility of the Grantee, and the Grantee covenants with the Grantor, to do the following:
- 5.1.1 To carry out its responsibilities in good faith, consistent with the Objectives, in accordance with the terms of this Forestry Right, employing the same degree of care and diligence a highly skilled person with expertise in commercial plantation forestry management in New Zealand would use in carrying out substantially similar responsibilities, provided the Grantee will be deemed to have carried out the responsibilities if they are or were carried out in substantial compliance with the Management Plan.
 - 5.1.2 To comply with any requests from the Grantor with respect to any wāhi tapu (historic and sacred places) or Taongā-o-ngā Tūpuna (artefacts) which are within the Forest Area, provided that if any such request is made which substantially reduces

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the benefit of this Forestry Right to the Grantee, then this Forestry Right may in this respect be renegotiated.

- 5.1.3 To pay to the Grantor the Rental as at the times and amount specified in the Rental Deed as reviewed or adjusted in accordance with the Second Schedule. The Rental Deed sets out the Rental payable for this Forestry Right. This Forestry Right and the Rental Deed are to be read together so that a default by the Grantee under one document will also be a default under the other. The Grantor may exercise any or all of the remedies available to it at law or under this Forestry Right in respect of any such default.
- 5.1.4 To promptly pay Rates in respect of the Forest Area. If the Rates are not separately levied, Rates will be payable in an amount equivalent to a percentage of Rates payable in respect of the Land. The percentage will bear the same proportion to the areas as the Forest Area (from time to time) bears to the Land as a whole. Amounts payable by the Grantee under this clause shall be apportioned between the Grantor and Grantee in respect of periods current at the commencement and termination (including early termination or partial surrender) of this Forestry Right.
- 5.1.5 To pay all costs of protecting the Forest from fungi, disease, insects and pests, fire and other threats which can be economically prevented or treated; and to comply with all Acts, Regulations and Bylaws relating to the Forest Area and its afforestation including the following:
- a) RMA;
 - b) Biosecurity Act 1993;
 - c) Fire and Emergency New Zealand Act 2017;
 - d) Heritage New Zealand Pouhere Taonga Act 2014;
 - e) Land Drainage Act 1908;
 - f) Accident Compensation Act 2001;
 - g) Health and Safety at Work Act 2015;
 - h) Civil Aviation Act 1990; and
 - i) Forests Act 1949,
- and their amendments, revisions and substitutes.

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- 5.1.6 Subject to clauses 6.1.6 and 6.1.7, not to assign or mortgage its interest in this Forestry Right without first obtaining the written consent of the Grantor. Consent not to be arbitrarily or unreasonably withheld in the case of a responsible, solvent and suitable assignee which has satisfied the Grantor of its ability to exercise the Forestry Right and observe and perform the covenants of the Grantee under this Forestry Right.
- 5.1.7 At the Termination Date or sooner determination in accordance with this Forestry Right:
- (a) to remove any Improvements on the Forest Area in accordance with clause 4.1.6 (unless the Grantor agrees that they may remain) and, remove all merchantable Trees except for those the Grantor may agree to purchase;
 - (b) unless the Grantor notifies the Grantee otherwise, replant the harvested Forest Area as provided for under clause 6.1.21; and
 - (c) unless agreed otherwise, all improvements remaining on the Forest Area by the Grantee after harvesting has been completed will be deemed to be the property of the Grantor.
- 5.1.8 To allow the Grantor continued access to all natural water on the Forest Area and not to block or impede any water course on the Land without the Grantor's consent.
- 5.1.9 To carry out or manage all forestry operations required for the development and care of the Forest as described in the Management Plan including:
- (a) clearing existing vegetation from and planting such of the Forest Area as is to be planted, but excluding land agreed as:
 - (i) too steep or inaccessible or likely to erode;
 - (ii) required for tracks, landing strips, firebreaks or felling operations;
 - (iii) already planted in trees which are to be preserved;
 - (iv) adjacent to power, telephone or other transmission lines;
 - (v) being required to meet any setback requirement; or
 - (vi) not to be planted;
 - (b) tending, protecting and managing the Forest to ensure the health, vigour and marketability of the Trees consistent with the Objectives; and

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- (c) harvesting the Forest in accordance with the Management Plan using the most efficient harvesting practices provided that there is no unreasonable interference with the Grantor's farming operations.

5.1.10 If the Grantee wishes to contract a Forest Manager to carry out all or any of the Grantee's obligations under clause 5.1.9, prior to the Grantee entering into a contract, the Grantee will:

(a) consult with the Grantor; and

(b) consider the Grantor's views,

when making its decision.

For the avoidance of doubt, the Parties acknowledge that any Forest Manager contracted by the Grantee for the purposes of clause 5.1.9 is in connection with the Grantee's responsibilities under this Forestry Right, and therefore, the Grantee will have the sole and absolute right in all respects, to decide who (if anyone) it contracts with to provide forestry operations services.

5.1.11 Subject to clause 5.1.12, to comply with the requirements of the RMA and obtain, observe and keep current any consents which may be required for the forestry operations in the Forest Area.

5.1.12 If the Grantee receives a notice of enforcement or abatement under the RMA, it shall advise the Grantor within 10 Working Days of receiving the notice. The Grantee shall comply with any abatement notice received unless it appeals the notice and the notice is stayed or until the notice is cancelled under the RMA. The Grantee shall comply with any enforcement order made under the RMA until such time as that order is cancelled. Provided the Grantee is complying with this clause 5.1.12, it will not be in default for the purposes of clauses 5.1.11 and 6.1.24.

5.1.13 Where existing road access to the Forest Area is inadequate for forestry purposes, to consult with the Grantor from time to time upon what construction or maintenance works are necessary, including the route of the road, materials, culverts, bridges, and the like, and to meet the full costs of such road works. Any failure to agree on such works shall be subject to the dispute resolution procedure in clause 6.1.9.

6. MUTUAL COVENANTS

6.1 The Parties covenant with each other as follows:

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- 6.1.1 That they will share in the costs of maintenance and repair of the Access Ways in proportion to each Party's use of the Access Ways. Where any maintenance or repair is required due to the acts or omissions of the Grantor or the Grantee, then that Party will be responsible for the cost of the works.
- 6.1.2 That neither Party by itself or its employees, contractors, or agents shall carry out any act, or allow any act to be carried out or omission to take place, which may result in the Forest being damaged or destroyed; or any injury or damage occurring to livestock, buildings, vehicles, equipment, roads or other assets belonging to either Party; and each Party shall indemnify the other for all claims, demands, losses, costs, expenses, liability or proceedings of any nature suffered or incurred at any time by one Party as a direct or indirect result of any act or omission of the other Party (including its employees, contractors or agents) or any breach of the first Party's covenants, obligations or warranties expressed or implied in this Forestry Right; or if agreed, make reimbursement to the other. The indemnity in this clause does not apply to the Grantee while the Crown is the Grantee.
- 6.1.3 Not to use any chemical substances in a manner which should damage the Forest or the pasture, crops, livestock, trees or other assets of either of the Parties or of neighbouring parties.
- 6.1.4 In relation to any damage to the Forest resulting in loss of Trees in a contiguous area of 10 hectares or more, whether caused by fire, climatic or weather event, disease or other cause, the following provisions will apply (unless the Parties agree otherwise in writing):
- (a) if the damage occurs or is first discovered within the period of ten years from the Commencement Date:
 - (i) the Grantee must, within 24 months of the damage occurring or first being discovered, replant the area in the same, or as near as practicable to the same, species of Trees and to the same stocking rate as the original planting of the Replant Area; and
 - (ii) if the Grantee has complied with its obligation under subclause (a)(i) to replant the Replant Area, the Final Termination Date in respect of such Replant Area will be automatically extended to the date that is 35 years after the date on which the replanting of the Replant Area is completed;
 - (b) if the damage occurs or is first discovered between the tenth and twentieth anniversaries of the Commencement Date the Parties will endeavour to agree on either the replanting or surrender of the damaged area of the Forest and

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once agreed, the Management Plan will be revised to include either the replanting or surrender of the damaged area of the Forest; and

(i) if subclause (b) applies and:

- (A) the revised Management Plan includes the replanting of any Replant Area the Final Termination Date in respect of any such Replant Area will be automatically extended to the date that is 35 years after the date by which the revised Management Plan requires the planting of the Replant Area to be completed; or
- (B) the Parties have not agreed by the date three months after the date on which the damage occurs or is first discovered ("Damage Date"), notwithstanding any other provision of this Forestry Right, the Stand in which the damage occurred shall be deemed to be a Surrender Area under clause 6.1.15 on the date that is six months after the Damage Date and clauses 6.1.15 to 6.1.20 shall apply; or

(c) if the damage occurs or is first discovered on or after the twentieth anniversary of the Commencement Date the Grantee may salvage (and retain for its own benefit) whatever it is able to from the damaged area and following completion of the salvage operations, notwithstanding any other provisions of this Forestry Right, the Stand in which the damage occurred shall be deemed to be a Surrender Area under clause 6.1.15 on the date that is six months after the date that the Grantee gives notice that salvaging operations have been completed and clauses 6.1.15 to 6.1.20 shall apply.

6.1.5 During the Term, take out and maintain insurance specified in the Third Schedule. If the Forest is damaged by any cause so as to render it no longer economically viable, the Grantee shall harvest and dispose of all salvageable material, and the proceeds of salvage, together with any insurance moneys payable (if any), shall be divided between the Parties in proportion to their respective rights under this Forestry Right.

6.1.6 That the assignment of rights under this Forestry Right is permitted subject to the provisions of clauses 5.1.6 and 6.1.7, provided neither the Grantor nor the Grantee shall be released from their respective liabilities outstanding at the time of assignment.

6.1.7 If at any time during the Term:

- (a) the Grantee wishes to transfer, assign or otherwise dispose of all or part of its interest in this Forestry Right; and

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- (b) the Grantee is the Crown, the process and provisions set out in the Fourth Schedule will apply,

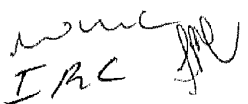
and on assignment or transfer of this Forestry Right by the Grantee, the Grantee, will be released from all future obligations as Grantee of this Forestry Right but without prejudice to the rights of either Party against the other in relation to any breach of non-performance arising prior to the date of such assignment or transfer.

- 6.1.8 That should either Party be unable to perform its obligations under this Forestry Right, totally or partially, for any of the following reasons, being an unforeseeable event beyond the reasonable control of that Party, that Party shall be released from such obligations to the extent and for the time performance is so prevented:

- (a) war (whether declared or not declared), revolution, riot, or act of public enemies;
- (b) flood, storm, tempest, wind, earthquake, volcanic activity, fire (as an act of God), explosion or other act of God;
- (c) act of restraint of any Local Authority or government department or other competent authority having jurisdiction to so act;
- (d) the taking of the whole of the Land by proclamation or otherwise by Local Authority or government department;
- (e) disease, blight or infection of the Trees; and
- (f) any other similar cause beyond the reasonable control of the Party claiming force majeure, whereby a Party is materially prevented from performing its obligations under this Forestry Right. Without limiting the foregoing, the solvency of a Party shall be deemed to be within that Party's reasonable control and is not a force majeure event.

Notwithstanding the provisions of this clause, if for any reason it appears that the subsistence of the cause of the force majeure will operate to frustrate this Forestry Right then either Party may apply to the other for termination of this Forestry Right. If the other Party agrees to such termination then the terms of the termination are to be agreed between the Parties and if the Parties fail to agree on such terms the matter will be referred to dispute resolution in accordance with the procedure in clause 6.1.9.

Force majeure shall not excuse the non-payment of any money due or which becomes due under the Forestry Right where the obligation to pay arose before the occurrence of the event of force majeure.

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- 6.1.9 That in the event of any dispute arising between the Parties over any of the provisions of this Forestry Right, the Parties will, in the first instance, in good faith and without undue delay, attempt to resolve the dispute by mutual discussion. Failing resolution through discussion, without undue delay, the dispute will be referred to a mutually acceptable independent third party for mediation. If mediation fails to resolve the dispute, either of the Parties may refer the dispute to arbitration in accordance with the Arbitration Act 1996.
- 6.1.10 To meet at least once a year for the purposes of:
- (a) reporting on the planting, management and grazing programme of the preceding 12 months;
 - (b) agreeing on the planting, and grazing programme for the ensuing 12 months;
 - (c) ensuring mutual compliance with the provisions of this Forestry Right;
 - (d) presenting the Management Plan, compliance with the plan to date, and any revisions necessary to work schedules and budgets; and
 - (e) at the appropriate time, considering the plans for harvesting the Trees including slash management.
- 6.1.11 The Parties acknowledge and agree that:
- (a) the Grantor, as the owner of the Land within which the Forest Area is situated, may after the date of registration of this Forestry Right wish to register as a participant in the NZETS in relation to the Grantor's interest in the Land;
 - (b) if the Grantor is required under the CCRA to obtain the consent of the Grantee to register as the participant in the NZETS, the Grantee will not withhold consent;
 - (c) in exercising any rights under this Forestry Right or in relation to the Land, the Parties shall do all things reasonably necessary to ensure that the Grantee does not become the participant in the NZETS;
 - (d) if eligible land is registered in the NZETS, the CCRA prescribes the person who is the participant, the period of participation and sets out the rights and obligations of the participant. Any entitlement to receive or obligation to surrender Units under the CCRA are, as between the Grantor and the Grantee,

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rights and obligations of the Grantor and not rights or obligations of the Grantee;

- (e) the Grantor will be solely responsible for any and all obligations under the CCRA and any regulations made under the CCRA arising from registration of all or any of the Forest Area in the NZETS and will indemnify the Grantee against any and all costs, performance of responsibilities, and/or liabilities (including but not limited to, any obligation to surrender of any Units) under the CCRA arising from registration of all or any of the Forest Area in the NZETS or deregistration of all or any of the Forest Area from the NZETS; and
- (f) the Grantor bears any and all risk of, and shall be responsible for obtaining any insurance the Grantor deems necessary in respect of, any liabilities arising under the CCRA or any losses the Grantor may incur (including but not limited to any inability to transfer Units) for whatever reason however arising.

- 6.1.12 If the Forest Area becomes land subject to an offsetting forest land application or pre-1990 offsetting forest land under the CCRA the Grantor acknowledges that as owner of the Land, it is or will also be the owner of the offsetting forest land or pre-1990 offsetting forest land under the CCRA. The Grantor will be solely responsible for any and all obligations under the CCRA and will indemnify the Grantee against any and all liabilities under the CCRA.
- 6.1.13 To deliver all notices and other communications in connection with this Forestry Right that are required to be in writing and to be given by one Party to the other, by personal delivery, courier, post, electronic mail or facsimile, to the address and on the basis set out in the Fifth Schedule; and to promptly notify the other Party if there is a change of address.
- 6.1.14 To keep accurate records of statistics covering the tending and growth of the Forest and to make them available for scrutiny by either Party.
- 6.1.15 If during the Term all or any part of the Forest Area is considered by the Grantee as not required by the Grantee for the purposes of managing, protecting and harvesting the Forest, the Grantee will notify the Grantor in writing of those parts of the Forest Area which are no longer required, and provided those parts of the Forest Area constitute a Surrender Area the Grantee shall surrender the Surrender Area to the Grantor. In respect of a surrender under this clause, the Surrender Area must:
 - (a) If part or all has been harvested, be in the condition provided for under clause 6.1.21; or

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- (b) If not an area to which clause 6.1.15(a) applies, be in the condition provided for in the Sixth Schedule,

before surrender to the Grantor.

- 6.1.16 Surrender of a Surrender Area under clause 6.1.15 will become effective on the date (at least six months after delivery of the notice) set out in the Grantee's notice given under clause 6.1.15.
- 6.1.17 The Rental and Rates payable for the remainder of the year and following years in respect of a Surrender Area, shall be reduced by the proportion that the Surrender Area bears to the total Forest Area (with effect from the date of surrender) or as further proportionately reduced under this clause 6.1.17. If the Parties are unable to agree on the amount of the Rental and Rates payable in accordance with this clause, the matter will be subject to the dispute resolution procedure in clause 6.1.9.
- 6.1.18 Where Rental and Rates paid by the Grantee in a year in which a surrender occurs exceeds the amount of the Rates properly payable in accordance with clause 6.1.17, the difference will be refunded to the Grantee.
- 6.1.19 From the date on which the surrender becomes effective, the Grantee will have no further rights to harvest any Trees within that Surrender Area.
- 6.1.20 Any Access Ways that are outside the Surrender Area and are no longer required by the Grantee for access to the Forest Area or for any other purpose associated with this Forestry Right may be returned to the Grantor provided that at the time of return they are in good order and suitable for use by light four wheel drive vehicles. The Grantee will have no further rights or obligations in regard to any such Access Ways.
- 6.1.21 The following provisions will apply in respect of the Grantee's replanting obligations under clause 6.1.15(a).
- (a) once the Grantee considers a second rotation crop has been planted on the harvested Forest Area to the specifications set out in the Seventh Schedule, the Grantee will give written notice to the Grantor who will at its cost arrange for an inspection by a suitably qualified consultant appointed by the Grantor. At the time of giving the Grantee's notice under this clause 6.1.21(a), the Grantee will also provide to the Grantor a copy of all records and documentation pertaining to the replanted area;

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- (b) within 30 Working Days (or any further period expressly agreed in writing by the Parties acting reasonably) of the Grantee giving notice under this clause 6.1.21(a), the Grantor's consultant will either:
- (i) provide a certificate to both Parties that a second rotation crop has been established as specified in the Seventh Schedule; or
 - (ii) provide written notice to the Grantee of the deficiency to be remedied;
- (c) if a certificate or notice from the Grantor's consultant under clause 6.1.21(b)(ii) is not delivered to the Grantee within the period described in that clause, the second rotation crop shall be deemed to have been established in accordance with the specifications in the Seventh Schedule on the date that is 20 Working Days after the date of the Grantee's notice given under clause 6.1.21(a);
- (d) if the Grantor and the Grantee are unable to agree on whether the area has been established in a second rotation crop to the specifications in the Seventh Schedule or that deficiencies notified under clause 6.1.21(b)(ii) have been remedied, the issue will be subject to the dispute resolution procedure in clause 6.1.9.
- 6.1.22 If at any time after the 8th anniversary of the Commencement Date or sooner if agreed by both parties, and, from time to time after the 8th anniversary until the Final Termination Date, the Grantor wishes to purchase all or any part of the Grantee's interest in this Forestry Right, the parties will meet in good faith, and apply the principles and processes described in the ~~Final~~ ^{EIGHTH} Schedule to conduct their negotiation.
- 6.1.23 As soon as reasonably practicable the Parties will, at their own expense, take and do all such acts and things as may be reasonably required to register this Forestry Right against the Land and to ensure that this interest will not rank behind or *pari passu* with any other interests in respect of the Forest Area and the Forest. To this end the Grantor will take and do all such acts and things as may be reasonably required to obtain the consent of any mortgagees or other registered interest holders holding an interest in the Land to the registration of this instrument and the waiver of those mortgagees or other required registered interest holders (if any) to any prior claim to the Forest Area or the Forest or any insurance moneys paid or payable in respect of the Forest Area or the Forest. The Grantor agrees not to sell, mortgage, dispose of or transfer its interest in the Land before the registration of this Forestry Right.
- 6.1.24 That if either Party is in default of any provision of this Forestry Right, the non-defaulting Party may notify the defaulting Party in writing to remedy it within 60

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Working Days. If the defaulting Party fails to remedy the default within the time, or the default is not capable of remedy, the non-defaulting Party may either terminate this Forestry Right or waive the default. A waiver will apply only to that particular default that was notified, and not be a continuing waiver, or apply to any other default (whether or not connected or associated with the notified default). If this Forestry Right is terminated the Parties will attempt to agree on an equitable level and period of compensation. If they cannot agree within a reasonable time the dispute will be subject to the dispute resolution procedure in clause 6.1.9.

6.1.25 The Parties will do all things necessary to comply with the Health and Safety at Work Act 2015, including but without limitation:

- (a) complying with applicable duties under that Act and providing evidence of such compliance to the other upon request; and
- (b) co-operating and co-ordinating with each other, and keeping each other reasonably informed, in relation to the management of health and safety as it affects activities carried out or permitted by either Party, within the Forest Area.

6.1.26 That the Parties will, in matters relating to this Forestry Right, act consistently with the Objectives.

7. GENERAL

7.1 **Variation:** No variation of this Forestry Right will be of any force or effect unless it is in writing and signed by each Party to this Forestry Right.

7.2 **Deemed assignment:** Any change in shareholding of the Grantee which results in a change in the effective control of the Grantee shall be deemed to be an assignment and shall be subject to the provisions of clause 6.1.6.

7.3 **Governing Law:** The law applicable to this Forestry Right will be the law of New Zealand. The Parties irrevocably and unconditionally agree to submit to, and to be bound by, the non-exclusive jurisdiction of the Courts and tribunals of New Zealand.

7.4 **Waiver:** No waiver or acquiescence by either Party in respect of one breach on one occasion of any obligation in this Forestry Right shall operate as a waiver of the same breach on any subsequent occasion or as a waiver of any other covenant or stipulation contained or implied in this Forestry Right.

7.5 **Trustee liability:** If any person enters into this Forestry Right as trustee of a trust, then if that person has no right to or interest in any assets of the trust except in that person's capacity as

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a trustee of the trust, that person’s liability will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust in its possession or control from time to time (or the assets of the trust that would have been in its possession or control except for fraud, negligence or breach of trust by such person) (“Limited Amount”). If the right of that person to be indemnified from the trust assets has been lost or impaired, that person’s liability will become personal but limited to the extent of that part of the Limited Amount for which that person is not indemnified from the assets of the trust due to the fraud, negligence or breach of trust by that person.

7.6 **Costs:** Unless otherwise stated in this Forestry Right, each Party will bear its own costs and expenses in connection with the implementation of this Forestry Right.

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*Continue in additional Annexure Schedule, if required***First Schedule****Description of the Land and Plan of Area Covered by the Forestry Right at the Commencement Date****Part 1**

14.8722 hectares more or less being Whirinaki No 1B No 5 Block comprised and described in Record of Title NA376/141.

49.5538 hectares more or less being Whirinaki 1A Block comprised and described in Record of Title NA195/226.

33.3183 hectares more or less being Whirinaki No 2B Block comprised and described in Record of Title NA244/19.

19.8448 hectares more or less being Whirinaki No 2C No 2B Block comprised and described in Record of Title NA294/174.

15.8763 hectares more or less being Whirinaki No 2C No 2D Block comprised and described in Record of Title NA348/100.

22.9153 hectares more or less being Section 1 Block 1 Waoku Survey District comprised and described in Record of Title NA821/300.

43.6985 hectares more or less being Whirinaki No 2C No 2C Block comprised and described in Record of Title NA368/54.

55.5456 hectares more or less being Whirinaki No 2C No 2A No 2 Block comprised and described in Record of Title NA294/260.

6.8316 hectares more or less being Part Whirinaki No1BNo7 Block and Part Whirinaki No1BNo7 Block comprised and described in Record of Title NA336/241.

6.8291 hectares more or less being Whirinaki No1 1B No 6 Block comprised and described in Record of Title NA364/86.

15.8687 hectares more or less being Whirinaki No 2C No 2A No 1 Block comprised and described in Record of Title NA734/97.

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Part 2

Forest Area

An area increasing up to about 156.1 hectares being:

- (a) initially those parts of the Land as shown outlined in black and hatched in black; and
 - (b) the parts of the Land as shown outlined in black and cross hatched in black,
- on the plan attached to this Part 2.

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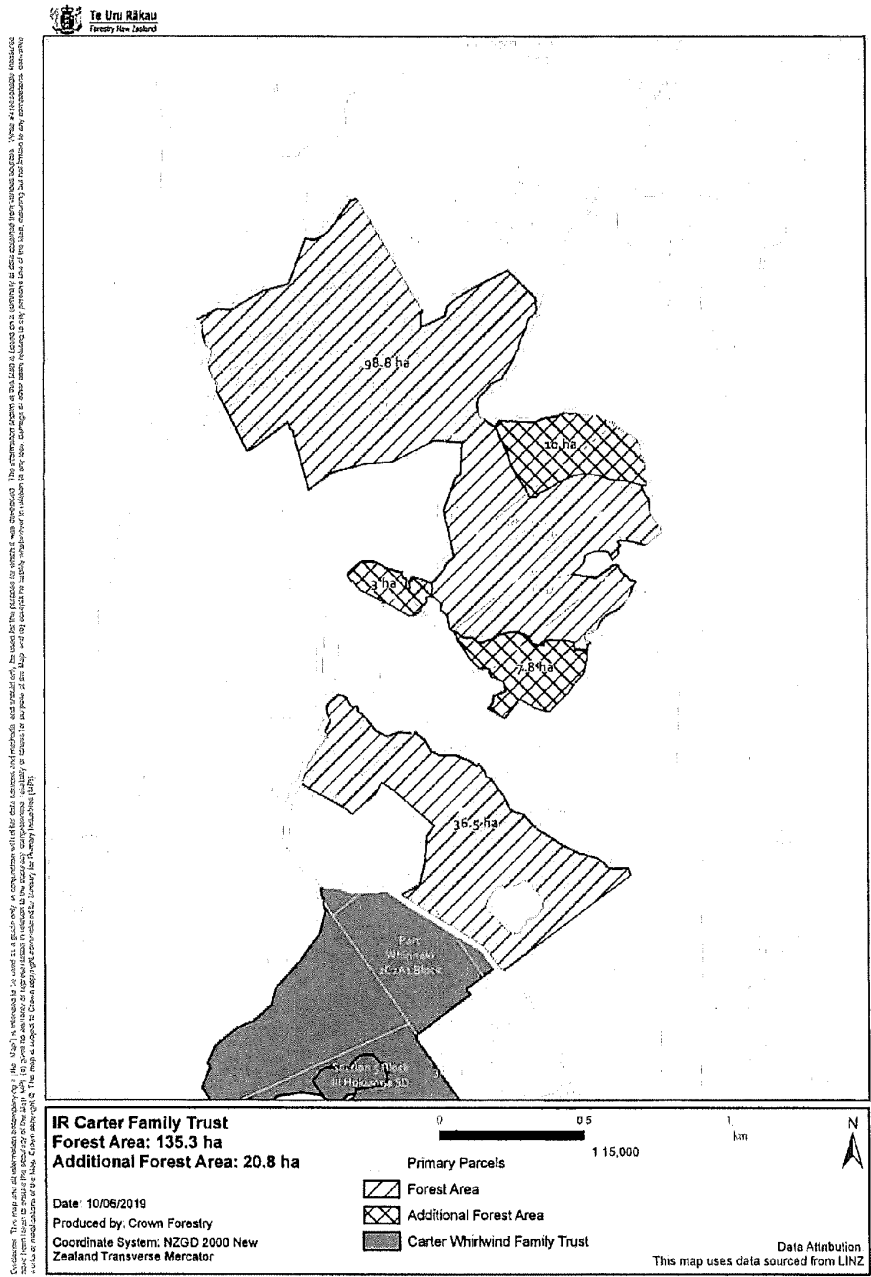
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**Second Schedule
Rental Review/Adjustment**

(Ref clause 5.1.3)

1. The Rental will be reviewed as follows:

Annual Rental Component

- (a) The annual Rental will be reviewed annually on the anniversary of the Commencement Date (Review Date).
- (b) The Rental payable immediately prior to the Relevant Review Date is to be increased cumulatively by the percentage increase of the Consumer Price Index (CPI) for the preceding quarter, for each year of the Forestry Right subsequent to the first year, provided:
 - (i) that in no year will the annual Rental component be less than that payable in the immediately prior year; and
 - (ii) in the event of a decrease in the CPI for any or several years, the annual Rental component payable shall not increase again until the CPI has increased beyond its previous highest point during the Term.

2. For the purposes of this clause, CPI means the Consumer Price Index (All Groups) as published by Statistics New Zealand (or any successor organisation) on a quarterly basis. If that index ceases to be published on a quarterly basis or if the basis of calculation of the index is fundamentally changed, the CPI will mean an index on which the Parties agree, or failing agreement, as may be determined by the President for the time being of the New Zealand Regional Council of the Chartered Accountants Australia and New Zealand or any successor organisation.

Stumpage Rental Component

3. The Stumpage Rental is on a predetermined fixed share basis as set out in the Rental Deed.

"Stumpage" shall be determined by the pricing system described in Note 1 below and in this Forestry Right shall mean the market value of all Forest Produce or the value established from the actual sale price of all Forest Produce, whichever is the greater.

Note 1: Stumpage is a pricing system where the price point is the standing tree. In cases where Forest Produce is sold in the form of prepared logs, stumpage is determined by taking the delivered sale price of prepared logs at a particular pricing point and then deducting the direct harvesting costs incurred to get prepared logs to that pricing point. Direct harvesting costs include (without limitation) harvest road and skid construction, felling, log extraction, log cartage, marketing, harvesting and management fees. Direct harvesting costs exclude (without limitation) growing costs, overhead costs, management fees and tax.

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Third Schedule
Insurance

(Ref clause 6.1.5)

1. To the extent that the Grantor or the Grantor's invitees carry on any activities on the Land which could cause any risk to the Forest, the Grantee and its operations and assets, the Grantor will, at its cost, take out and maintain insurance cover as is reasonable having regard to the nature of the risks involved and any dispute between the Parties as to the scope or level of such insurance will be the subject of the dispute resolution process in clause 6.1.9 of the Forestry Right. In any event, the level of such insurance cover required will not be less than the level of cover required by the Grantee from its Forestry Manager, contractors, licensees or invitees for comparable activities. The Grantor will comply with this clause if it holds the following insurance cover:

Public Liability: no less than \$10,000,000.
2. If the Grantee is not the Crown, during the Term the Grantee will, at its cost, take out and maintain insurance as follows:

Public liability: no less than \$10,000,000.
3. Each Party will provide to the other on request details or a copy of such policy and a certificate of currency.

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Fourth Schedule
Assignment by the Crown as Grantee

(Ref clause 6.1.7)

The process and provisions set out in this Fourth Schedule will apply in the case of an assignment or proposed assignment under clause 6.1.7.

1. The Grantee shall give written notice to the Grantor offering to dispose of all or part of its interest in the Forestry Right as the case may be, at a price and on the terms and conditions set out in the notice. The Grantee may withdraw a notice at any time before acceptance.
2. If the Grantor –
 - (a) Accepts the offer by notice in writing to the Grantee before the expiry of one calendar month after receiving the notice ("the Expiry Date") a contract is constituted between the Grantee and the Grantor at the price and on the terms and conditions in the Grantee's notice;
 - (b) Does not accept the offer by notice in writing within one calendar month, the Grantee may, at any time within the period of two years after the Expiry Date, dispose of all or part of its interest in the Forestry Right (as the case may be) subject to clause 3 of this Fourth Schedule.
3. If clause 2(b) of this Fourth Schedule applies:
 - (a) the price and other terms and conditions of the disposal may not be more favourable to the purchaser than those that were set out in the notice; and
 - (b) the Grantee may transfer or otherwise dispose of its interest in this Forestry Right subject to obtaining the prior written consent of the Grantor. Consent not to be arbitrarily or unreasonably withheld in the case of a responsible, solvent and suitable assignee which has satisfied the Grantor of its ability to exercise the Forestry Right and observe and perform the covenants of the Grantee under this Forestry Right.
4. After the two year period referred to in clause 2(b) of this Fourth Schedule or notice is withdrawn in accordance with clause 1 of this Fourth Schedule, clause 6.1.7 of the Forestry Right applies again.

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**Fifth Schedule
Notices and Communications**

(Ref clause 6.1.13)

Initial address details of the Grantor:

The Trustees of the IR Carter Family Trust
c/- IR Carter
Koutu Loop Road
RD 3
Kaikohe 0473

Initial address details of the Grantee:

The General Manager
Crown Forestry
PO Box 2526
Wellington

A written notice or other communication under this Forestry Right:

1. must be delivered to the last known address (physical or e-mail as the case may be) or facsimile number that was provided by the relevant Party under this clause; and
2. will only be effective when delivered (personal or courier delivery), 5 Working Days after posting (postal delivery), upon production of a transmission report from the sending facsimile (facsimile delivery) or, in the case of email, when acknowledged by the Party orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement (e-mail delivery).
3. Any receipt or deemed receipt after 5:00 pm or on a day that is not a Working Day in the place it is delivered will be deemed to have been received on the next Working Day in that place.

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Sixth Schedule
Surrender Area Condition for Surrender

(Ref 6.1.15)

1. Prior to surrender of a Surrender Area under clause 6.1.15, those parts of the Surrender Area that are not replanted under clause 6.1.15, must be in a post-harvest condition consistent with accepted good practice according to New Zealand Forestry standards described in detail below but such post-harvest condition is specifically prior to and not including land preparation for the establishment of the subsequent crop:
 - 1.1 harvested Trees and logging slash will be removed from water courses, wetlands, roads, culverts and fences (in accordance with standard forestry industry practice in New Zealand);
 - 1.2 logging slash will where reasonably practical be retained on and left in a dispersed state over the Surrender Area;
 - 1.3 the Grantee is to use commercially reasonable endeavours to ensure merchantable waste will not exceed 6 cubic metres per hectare, but in any event, merchantable waste shall not exceed 8 cubic metres per hectare, as assessed by New Zealand standard forestry methods such as Wagner Waste Assessment Method; landings and other sites of high soil compaction and disturbance (including tracking) are minimised in both number and size. Where the soil compaction and disturbance is both in excess of acceptable harvesting practice and avoidable, the Grantee will make good the sites by cultivation or other rehabilitation work;
 - 1.4 accumulated logging slash and "birds nests" surrounding landings or skid sites is, where reasonably practical, removed, dispersed or otherwise heaped onto and spread over the landing; and
 - 1.5 foreign bodies and rubbish deposited on the Surrender Area during the Term (including without limitation logging equipment and consumables such as wire rope) are removed from the Surrender Area.

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Seventh Schedule
Specifications for the Establishment of the Second Rotation Crop

(Ref clause 6.1.21)

"Establishment" and "Established" as the context so requires means in relation to the planting of the second rotation crop the achievement at age one i.e. at 30 June in the year following planting, of a minimum average stocking of 800 stems per hectare for each geographically identifiable Stand.

All establishment operations will be carried out according to best forestry practice appropriate to comparable sites in the region where the Forest is located, and quality standards prevailing in the forest industry at the time at the cost of the Grantee in all respects.

The establishment operations to be carried out are to include (but not by way of limitation) at the Grantee's cost:

Land Preparation

Sufficient preparation and weed control to enable the successful establishment of the second rotation crop.

Purchase of Planting Stock

The species will be *Pinus radiata* of a minimum Growth and Form (GF) rating of GF17 or its equivalent at the time or such other growth and form rating necessary in accordance with the obligation to comply with best forestry practice.

Planting

Seedlings, cuttings or other plant material planted at a suitable stocking and espacement that will achieve a minimum average stocking of 800 stems per hectare at age one year.

Releasing

Sufficient releasing to ensure that the minimum average stocking is achieved.

Statutory Consents and Approvals

Obtaining and complying with all necessary statutory and regulatory consents and approvals for the establishment of the second rotation crop.

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Eighth Schedule

Principles and Processes for Negotiation of a Buy-out of the Grantee's interest by the Grantor

(Ref clause 6.1.22)

The process and provisions set out in this Eighth Schedule will apply where the Grantor makes a request to buy out all or any part of the Grantee's interest in this Forestry Right under clause 6.1.22.

1. The Grantor will make a written request to the Grantee offering- to buy out the Grantee's interest in this Forestry Right. The Grantor may withdraw its offer at any time before any agreement is accepted.
2. As soon as reasonably practicable following receipt of the Grantor's offer the parties will meet in good faith enter into negotiations to reach agreement on price and other terms and conditions of the disposal of the Grantee's interest in this Forestry Right. Such negotiations will include but will not be limited to the following:
 - (i) Government policy at the applicable time;
 - (ii) The Crown's objective described in Background paragraph A of this Forestry Right. By way of indication only (which shall not be determinative or binding on either party) price consideration may be, the greater of 6% return per annum on costs expended by the Grantee to the settlement date of any buy out transaction or, the forecast future value of the Grantor's proportion of the forest discounted to the present value (being the settlement date of any by out transaction) a 6% per annum;
 - (iii) independent valuation by a suitably qualified forest valuer appointed jointly by the parties, or if no single appointment can be agreed, each to appoint a valuer, who must jointly agree to a single value. In the case of no agreement by the valuers, the parties will be permitted to abandon the negotiations in respect of that offer, without in that instance referring the matter for dispute resolution under clause 6.1.9 of this Forestry Right;
 - (iv) the Crown obtaining all authorisations required to dispose of its interest in this Forestry Right;
 - (v) the Grantor obtaining all authorisations required to complete the transaction; and
 - (vi) all other terms and conditions for the sale and purchase.
3. If the negotiations result in agreement the parties will enter into a contract, to be prepared by the Grantee, on the price and on the terms and conditions as agreed.

To
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 JPP

I.R. Carter F/T.

Approved for ADLS by Registrar-General of Land under No. 2018/6261

ANNEXURE SCHEDULE - CONSENT FORM

Regulation 6, Land Transfer Regulations 2018

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"Caveat", "Mortgage" etc

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ConsentorSurname must be underlined or in CAPITALS

RABOBANK NEW ZEALAND LIMITED

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Mortgagee under mortgage 9232010.3 over record of titles
NA376/141, NA195/226, NA244/19, NA294/174, NA348/100,
NA821/300, NA368/54, NA294/260, NA364/86, NA734/97**Consent**

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section of the Land Transfer Act 2017]

Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. The registration of a Forestry Right to Her Majesty the Queen (in gross)
- 2.
- 3.
- 4.
- 5.

Dated this 20th day of August, 2019

AttestationSIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys in the presence of:

 Craig Andrew Weir

 Glenn Richard Benton

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Judith Ann Foderick
Bank Officer
Wellington

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017.

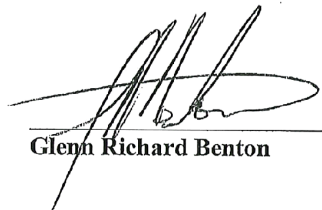
REF: 7029 - © AUCKLAND DISTRICT LAW SOCIETY INC. 2018

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **Glenn Richard Benton** of Wellington in New Zealand, Senior Manager, and
Craig Andrew Weir of Wellington in New Zealand, Manager, certify -

1. THAT by deed dated 18 April 2000 (Sup Doc 5944), Rabobank New Zealand Limited of Level 23, 157 Lambton Quay, Wellington appointed us its attorneys.
2. THAT we have not received notice of any event revoking the power of attorney.

SIGNED at Wellington on **20 August 2019**



Glenn Richard Benton

Craig Andrew Weir



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **NA821/300**
Land Registration District **North Auckland**
Date Issued 07 March 1945

Prior References

NAPR171/246 WA 4596

Estate Fee Simple
Area 22.9153 hectares more or less
Legal Description Section 1 Block I Waoku Survey District

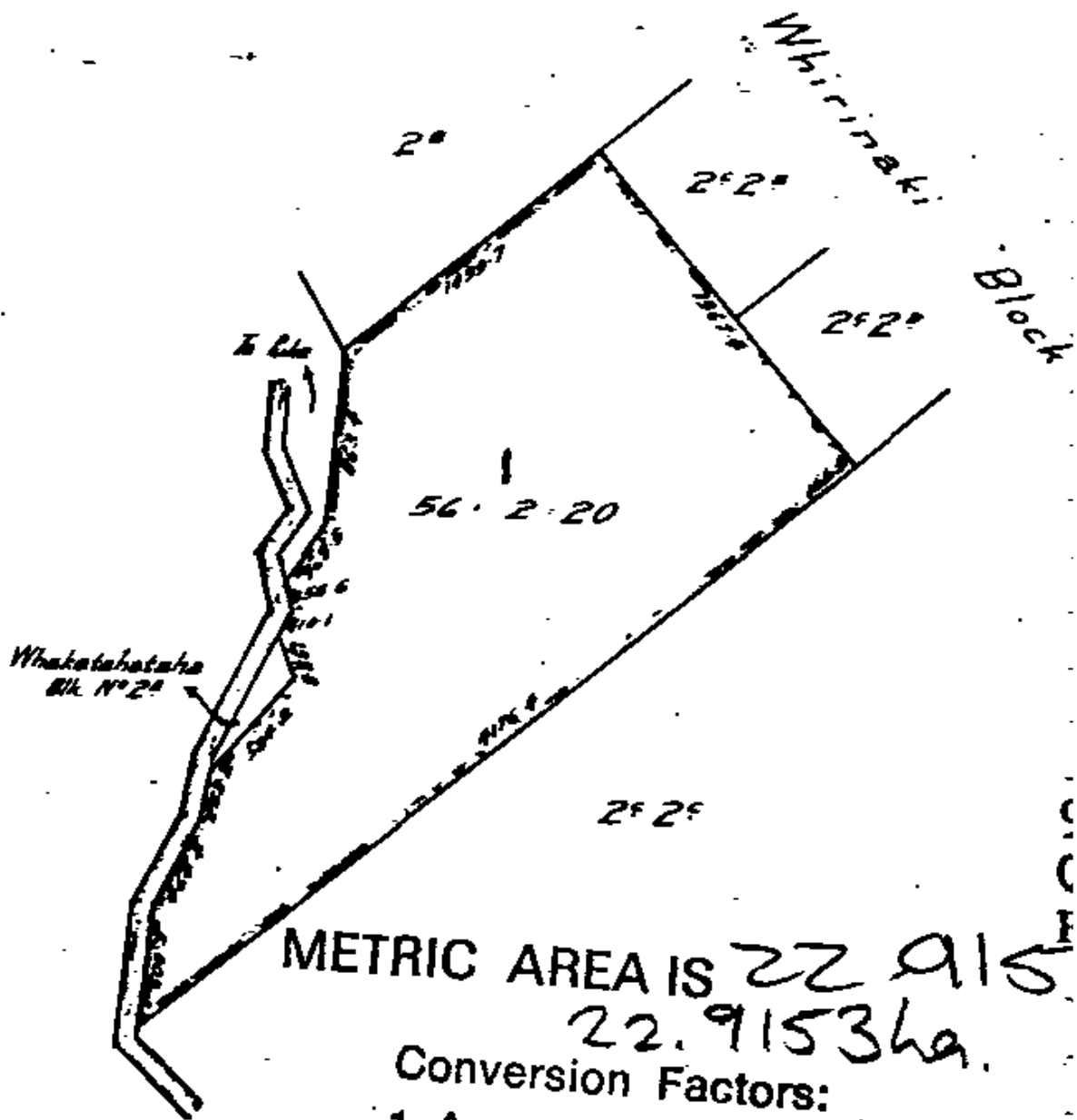
Registered Owners

Ian Richard Carter, William McGregor Carter and Northland Trustee (2010) Limited as to a 1/2 share
William McGregor Carter, Lynley Patricia Carter and Northland Trustee (2010) Limited as to a 1/2 share

Interests

9232010.3 Mortgage to Rabobank New Zealand Limited - 16.11.2012 at 3:10 pm
11419781.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen - 27.8.2019 at 11:27 am
11757743.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 26.5.2020 at 3:39 pm

1 Waoku S.D.



Natalie Watson

From: Louise Mischewski <louise@terarawa.co.nz>
Sent: Tuesday, 14 July 2026 3:12 pm
To: Natalie Watson
Subject: Re: Proposed boundary adjustment for William Carter - Brindle Road, Whirinaki

Kia ora Natalie,

Resource Consent Application – Boundary Adjustment, Section 1 Block I Waoku SD & Whirinaki 2BB

Te Runanga o Te Rarawa acknowledge receipt of the information relating to the proposed boundary adjustment involving Section 1 Block I Waoku SD and Whirinaki 2BB.

Having reviewed the application material, TROTR note that:

- The proposal is limited to the adjustment of existing property boundaries and the amalgamation of records of title.
- No earthworks, vegetation clearance, drainage works, river works, structures, or discharges are proposed as part of the application.
- The proposal does not appear to alter the existing land use or intensity of use of the land.
- The Whirinaki River and Hokianga Harbour are areas of significant cultural importance to Te Rarawa, recognised through the Statutory Acknowledgement contained within the Te Rarawa Treaty Settlement.

Based on the information provided, TROTR are satisfied that the proposed boundary adjustment is unlikely to adversely affect the cultural, spiritual, historical, or environmental values associated with the Whirinaki River or Hokianga Harbour Statutory Acknowledgement Area, provided no physical works are undertaken in association with this consent.

Accordingly, TROTR do not oppose the application.

However, TROTR request that:

1. Any future activities involving earthworks, vegetation clearance, forestry harvesting, stream crossings, sediment discharges, or development within proximity to the Whirinaki River, tributaries, wetlands, or the coastal marine area be subject to separate assessment and engagement with Te Rarawa where required.
2. In the event that kōiwi tangata, taonga, wāhi tapu, or archaeological material are discovered during any future land disturbance activities, all works cease immediately and the relevant authorities and mana whenua are notified in accordance with an Accidental Discovery Protocol.
3. This response should not be interpreted as support for any future land use change or development beyond the boundary adjustment currently proposed.

Subject to the above comments, TROTR have no further concerns regarding the proposed boundary adjustment.

Nga mihi

Louise



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Save Paper - Save Trees - Save Earth

From: Natalie Watson <nat@saps.co.nz>

Sent: Tuesday, 14 July 2026 2:21 pm

To: Louise Mischewski <louise@terarawa.co.nz>

Subject: Proposed boundary adjustment for William Carter - Brindle Road, Whirinaki

Good afternoon Louise,

I am writing in relation to a proposal for a boundary adjustment of four adjacent Records of Title. These titles are being adjusted, and the result will be that there will be one less record of title. The purpose of the proposal is to adjust the boundaries to follow existing pine forestry areas, and eventually separate the owners interests. The proposed scheme plan is attached.

The adjacent Whirinaki River is a statutory acknowledgement area, being described as 'Hokianga Harbour' as shown on OTS-074-03, with the Te Rarawa Deed of Settlement recognising the association between Te Rarawa and the Hokianga Harbour. The application sites is therefore adjacent to land that is the subject of a statutory acknowledgement as per Section 95B(3)(a) of the RMA 1991. Section 95B(3)(b) requires consideration of whether Te Rarawa is an affected person under Section 95E. As such, I am getting in contact to invite any comments that you may have for this application.

The proposed boundary adjustment does not necessitate any physical works, including earthworks, vegetation clearance, or new stormwater discharges or diversions, and for these reasons, the proposal will not have any impact on the Hokianga Harbour or Whirinaki River, and no adverse effects in relation to the statutory acknowledgement area are anticipated.

Could you please let me know if Te Rarawa has any comments to make on this application?

Nga mihi,
Natalie Watson

WILLIAMS & KING
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Natalie Watson

From: Natalie Watson
Sent: Tuesday, 14 July 2026 2:25 pm
To: RMA
Subject: Proposed boundary adjustment for William Carter - Brindle Road, Whirinaki, South Hokianga
Attachments: 24858 Carter Scheme plan.pdf

Good afternoon,

I am writing in relation to a proposal for a boundary adjustment of four adjacent Records of Title. These titles are being adjusted, and the result will be that there will be one less record of title. The purpose of the proposal is to adjust the boundaries to follow existing pine forestry areas, and eventually separate the owners interests. The proposed scheme plan is attached.

The subject land includes parts of the ecological unit 'Wheoki Stream Pukemaire Remnants' (006/009), which are mapped as Protected Natural Areas in the Hokianga Ecological District.

The subject land is not recorded as being part of a kiwi habitat in the Far North Maps "Species Distribution" (DoC)" Map.

Given the purpose of the proposal, it does not have any direct or indirect adverse effects on the existing areas of indigenous vegetation, and no vegetation clearance is required or proposed.

Could you please let me know if the Department has any comments to make on this application?

Thank you,
Natalie Watson

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