THOMSON SURVEY LIMITED

SURVEYORS AND RESOURCE PLANNERS

Our Reference: 10986.1

5 November 2026

Resource Consents Department
Far North District Council
JB Centre
KERIKERI

Dear Sir/Madam

RE: Boundary Adjustment involving five existing titles, I R (Joe) Carr, Motukiore Road, Horeke

I am pleased to lodge on behalf of I R (Joe) Carr, application for a boundary adjustment subdivision involving five existing titles, all zoned Rural Production, at Motukiore Road, Horeke. The boundary adjustment is a controlled activity under the Operative District Plan and a restricted discretionary activity under the Proposed District Plan Appeals Version.

The fee has been paid separately.

Regards

Lynley Newport
Senior Planner
THOMSON SURVEY LTD

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Background picture represents a New Zealand surveying trig station, used to beacon control survey marks

Te Kaunihera o Te Hiku o te Ika
Far North District Council

HE ARA TĀMATA
CREATING GREAT PLACES
Supporting our people

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Application for 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 discussion

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

◯ Yes ✓ No ✓ N/A

Have you consulted Council's Infrastructure Officer regarding infrastructure capacity to service the development?

◯ Yes ✓ No ◯ N/A

Have you consulted the Roading Officer regarding any road to vest or departure from District Plan / Engineering standards?

◯ Yes ✓ No ◯ N/A

**Contact details of who and how to engage in pre lodgement discussions can be found on the Resource Consent pages of the FNDC website.*

2. Type of consent being applied for

(more than one circle can be ticked):

◯ **Land Use**

◯ **Fast Track (Land Use - Controlled Activity)**

◯ **Change of Consent Notice (s.221(3))**

◯ **Certificate of Compliance (s.139)**

◯ **Extension of time (s.125)**

◯ **Discharge:** Total voume = _____ m^3
Note; volumes >3m³ requires NRC Consent 3m³

✓ **Subdivision**

◯ **Existing Use Certificate (s.139A)**

◯ **Consent under National Environmental Standard**
(e.g. Assessing and Managing Contaminants in Soil)

◯ **Other (please specify)** _____

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: Ian Ray (Joe) Carr

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: Lynley Newport

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: As per item 5

Property address/ location:

Postcode

8. Application site details

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

Name/s: as per Item 5

Site address/ location: Motukiore Road
HOREKE
also involves NA75C/936; NA50C/1158 & NA65B/97 Postcode

Legal description: Pt Papua B; Pt Papua A et al **Val Number:**

Certificate of title: NA50C/1033; NA44C/761 et al

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.

There is a combination lock on the roadgate at 985 Motukiore Road. Please Feel Free to access the property

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.

To carry out a boundary adjustment subdivision involving five existing titles, on land zoned Rural Production.

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

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** Enter BC ref # here (if known)
- ◯ **Regional Council Consent (ref # if known)** Ref # here (if known)
- ◯ **National Environmental Standard Consent** Consent here (if known)
- ◯ **Other (please specify)** Specify 'other' here

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**
- ◯ **Changing the use of a piece of land**
- ◯ **Disturbing, removing or sampling soil**
- ◯ **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**
- ◯ **Landslips**
- ◯ **Coastal Erosion**
- ◯ **Coastal Inundation**
- ◯ **Active Faults**
- ◯ **Liquefaction**
- ◯ **Tsunami**

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 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) as per item 5.

Email:

Phone number: Work | Home

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

Postcode

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) Ian Rail Carr

Signature:
(signature of bill payer)

Date 04.11.25

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) Ian Rail Carr

Signature

Date 04.11.26

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

Ian Ray (Joe) Carr

BOUNDARY ADJUSTMENT SUBDIVISION

Motukiore Road, HOREKE

PLANNER'S REPORT & ASSESSMENT OF ENVIRONMENTAL EFFECTS

Thomson Survey Ltd
Kerikeri

1.0 APPLICANT AND PROPERTY DETAILS

Site Address:	Motukiore Road, Horeke
Applicant Name:	Ian Ray (Joe) Carr
Legal Descriptions & Records of Title:	NA50C/1033 Pt Papua B NA44C/761 Pt Papua A NA75C/936 Pt Section 4 Blk XV Mangamuka SD NA50C/1158 Waima North A1 NA65B/97 Lot 1 DP 114611
Site Area:	Refer to Table in Section 2.1
Title Owner:	Ian Ray Carr
Zoning:	ODP: Rural Production Zone PDP-AV: Rural Production Zone
Overlays:	ODP: Nil PDP-AV: coastal environment overlay along narrow margin adjacent to Waima River; River and Coastal Flood Hazard along the flowpath of watercourse forming boundary between forestry and pasture flats
Locality Map:	Refer Appendix 2

Summary of Proposal: To subdivide land in five contiguous titles to create three new titles with fourth title to be amalgamated with adjacent title.

Summary of Reasons for Consent: ODP: subdivision consent is required as a controlled activity;
PDP-AV: subdivision consent is required as a restricted discretionary activity.

2.0 INTRODUCTION

2.1 The Proposal

The applicants propose multiple boundary adjustments between five contiguous titles at Motukiore Road, Horeke. The purpose of the boundary adjustment is to separate out farmed areas from land in forestry. The boundary adjustment will actually reduce the number of titles from five down to three (noting proposed Lot 1's amalgamation with an adjacent title). The changes are best outlined in tabular form and by the proposed Scheme Plan attached in Appendix 1.

Current Title	Land Area	Proposed Title	Land Area
NA50C/1033	51.2896ha	1	2.1ha to be amalgamated with adjacent Lot 2 DP 601773
NA44C/761	50.6999ha	2	110.4ha made of land predominantly in NA50C/1033 and NA44C/761, with a portion of NA75C/936
NA75C/936	47.3521ha	3	103.63ha made up of remaining forestry part of NA75C/936 and forestry sections of NA50C/1158 and NA65B/97
NA50C/1158	80.9371ha	4	60.44ha made up of pasture sections of the above three titles
NA65B/97	44.7500ha		

Easements include right of way over Motukiore M4B2 in favour of Lot 3 (forestry block); and right of way over A and B over NA37A/449 in favour of Lot 4 – pasture block. Easement E is also shown on the scheme plan, to continue to provide for forestry access road. The Scheme Plan additionally shows the proposed Amalgamation condition wording:

"That Lot 1 hereon be held in the same title as Lot 2 DP 601773".

2.2 Scope of this Report

This assessment and report accompanies the Resource Consent Application, and is provided in accordance with Section 88 and Schedule 4 of the Resource Management Act 1991. The application seeks consent from the Council for a boundary adjustment subdivision as a controlled activity under the Operative District Plan (ODP) and a restricted discretionary activity under the Proposed District Plan Appeals Version (PDP-AV). The information provided in this assessment and report is considered commensurate with the scale and intensity of the activity for which consent is being sought. The name and address of the owner of the property is contained in the Form 9 Application form.

3.0 SITE DESCRIPTION

3.1 Physical characteristics

The application land is a mixture of hill country in plantation forestry and river flats in pasture. All the land is nestled between Motukiore Road to the north and the Waima River in the south. There is no built development on the application land. There are forestry tracks within the blocks to remain in forestry. The flat pasture land is partitioned into paddocks with farm race network.

3.2 Mapped features

The sites are zoned Rural Production in the Operative District Plan (ODP), with no resource features. The application land is zoned Rural Production in the PDP-AV.

There is a narrow strip of coastal environment overlay on the Waima River boundary with proposed Lot 4 (the grazed river flats). The maps show a thin stretch of potential coastal and river flood following a watercourse that roughly forms the boundary between forestry and pasture land (and proposed to be Lot 4's boundary).

Land to the north and west of the application land is Maori Land, zoned Maori Purpose – Rural in the PDP-AV.

Soils are mapped as poor quality (LUC 6). The eastern side of the application land is mapped as kiwi present. A portion of NA65B/97 is registered as a QEII National Trust Open Space Covenant. This area features 'native' vegetation as opposed to plantation forestry. There are other small patches of native vegetation elsewhere, within and on the fringes of forestry. Refer also to Legal Interests section below.

3.3 Legal Interests

From west to east:

NA50C/1033 is subject to a right of way over part marked A on DP 601773, created in Easement Instrument 13054456.5, registered in 2024. This remains and is in favour of land to the south of the application land.

NA44C/761 has an Appurtenant Right of Way specified in Easement Certificate 660179.2, registered in 1978.

NA75C/936 has that same Appurtenant Right of Way.

NA50C/1158 contains a small amount of the QEII Open Space area referred to above. It has a Forestry Right registered on the title since 2003 and a Notice registered pursuant to Section 195(2) of the Climate Change Response Act 2002 (registered in 2012).

NA65B/97 contains the vast majority of QEII Open Space Covenant area protected in Covenant 7821099, and registered as 5-02-857. This title also has a Forestry Right registered on it, along with a Notice registered pursuant to Section 195(2) of the Climate Change Resonse Act 2002. The title also has C456131.4, a certificate pursuant to section 321(3)(D) of the Local Government Act (Road Access, and since Repealed), registered in 1993.

4.0 SCHEDULE 4 – INFORMATION REQUIRED IN AN APPLICATION

Clauses 2 & 3: Information required in all applications

(1) An application for a resource consent for an activity must include the following:	
(a) a description of the activity: .	Refer Sections 1 and 6 of this Planning Report.
(b) an assessment of the actual or potential effect on the environment of the activity:	Refer to Sections 7 & 8 of this Planning Report.
(b) a description of the site at which the activity is to occur:	Refer to Section 3 of this Planning Report.
(c) the full name and address of each owner or occupier of the site:	This information is contained in the Form 9 attached to the application.
(d) a description of any other activities that are part of the proposal to which the application relates:	The application is a boundary adjustment subdivision.
(e) a description of any other resource consents required for the proposal to which the application relates:	Nil required.
(f) an assessment of the activity against the matters set out in Part 2:	Refer to Section 7 of this Planning Report.

(g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b), including matters in Clause (2): *(a) any relevant objectives, policies, or rules in a document; and* *(b) any relevant requirements, conditions, or permissions in any rules in a document; and* *(c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).*	Refer to Section 7.
(3) An application must also include any of the following that apply:	
(a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1)): *(b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A)):* *(c) if the activity is to occur in an area within the scope of a planning document prepared by a customary marine title group under section 85 of the Marine and Coastal Area (Takutai Moana) Act 2011, an assessment of the activity against any resource management matters set out in that planning document (for the purposes of section 104(2B)).*	Refer to Section 5.
(4) An application for a subdivision consent must also include information that adequately defines the following:	
(a) the position of all new boundaries: *(b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:* *(c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips:*	Refer to Scheme Plans in Appendix 1.

(d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips: *(e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A:* *(f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A):* *(g) the locations and areas of land to be set aside as new roads.*	

Clause 6: Information required in assessment of environmental effects

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

g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved:	No monitoring is required as the scale and significance of the effects do not warrant it.
(h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).	No protected customary right is affected.

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

(1) An assessment of the activity's effects on the environment must address the following matters:	
(a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects:	Refer to section 6 for (a)-(d)
(b) any physical effect on the locality, including any landscape and visual effects:	
(c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity:	
(d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations:	
(e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants:	The proposal will not result in the discharge of contaminants, nor any unreasonable emission of noise.
(f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or hazardous installations.	The application site is not subject to hazard to a degree that impacts on the proposal. The proposal does not involve hazardous installations.

5.0 COMPLIANCE ASSESSMENT

5.1 Operative District Plan (ODP)

The proposal is assessed against Rule 13.7.1 of the ODP:

13.7.1 BOUNDARY ADJUSTMENTS: ALL ZONES EXCEPT THE RECREATIONAL ACTIVITIES AND CONSERVATION ZONES

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

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

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

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

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

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

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

Part (a) is complied with insofar as there is no change in the number or location of existing physical crossings off Motukiore Road.

Part (b) is met as there is no increase in the number of certificates of title (in fact there is a decrease);

Part (c) is met. All existing titles are in excess of the ODP's controlled activity minimum lot size of 20ha and all resulting titles will be as well, noting Lot 1's amalgamation with adjacent land.

Part (d) is met in that the lots are contiguous.

Part (e) is also met. The land is vacant but the proposed title areas are large.

Part (f) is N/A as there are no existing on-site drainage systems.

In summary the boundary adjustment meet all parts of 13.7.1 and is a controlled activity under the ODP.

5.2 Proposed District Plan Appeals Version (PDP-AV)

SUB-R1 – Boundary Adjustments

CON-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 for each allotment;
SUB-S3 Water supply;
SUB-S4 Stormwater management;
SUB-S5 Wastewater disposal;
SUB-S6 Telecommunications and power supply; and
SUB-S7 Easements for any purpose;

CON-2
The boundary adjustment does not:

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

CON-3
The boundary adjustment complies with standard:
SUB -S8 Esplanades.

CON-1, SUB-S1 and all of CON-2 are basically the same as the ODP's boundary adjustment provisions, and are complied with. All new lots being created are in excess of 40ha with the exception of Lot 1 of 2.1ha to be amalgamated with an adjacent title that has an area of 21.57ha. This is an existing non compliance with the PDP-AV and the boundary adjustment, by adding land, actually reduces the level of non compliance. SUB-S1 is therefore satisfied.

In regard to SUB-S2 through S6, it is not intended to build on forestry land. Neither is it intended to prohibit that however. There is no need for Lot 1 to prove compliance with these standards given that is being amalgamated with a larger block of land that is already the subject of subdivision application. The land in Lot 1 is not needed for that application. The land areas of the other three lots proposed are all large. They are capable of providing for residential development with on-site surfaces, should that ever occur. There is no requirement for telecoms and power in the Rural Production Zone.

In regard to SUB-S7, easements are provided for.

In regard to CON-2, existing activities are farming and forestry – both permitted under rules and standards in the PDP-AV. The degree of non-compliance with zone and district wide standards is not altered. Physical access off Motukiore Road is not changing. There is no increase in the number of Titles.

In regard to CON-3, there are no esplanade requirements.

In summary, the boundary adjustment complies with SUB-R1.

The PDP-AV states that SUB-R8 through SUB-R23 inclusive apply in addition to SUB-R1 – SUB-R7. The following therefore have relevance.

Rule SUB-R11 – Subdivision of a site within flood hazard area is relevant only insofar as there is a very localised area mapped as flood hazard that currently crosses several existing titles and now roughly follows the proposed Lot 3 and 4 boundary.

SUB-R11 Subdivision of a site within flood hazard area Restricted discretionary activity where: RDIS -1 1. Building platforms are located wholly outside the spatial extent of the 1 in 100 year flood hazard area;	There will be no buildings platforms identified as future built development is not part of the boundary adjustment. Notwithstanding this, lots are all very large with abundant land outside of the spatial extent of the 1 in 100 year flood hazard area.
2. Newly created allotments must be located and designed to not divert flood flow onto other properties or otherwise result in any increase in flood hazard beyond the site; and	Complies. Proposal adjusts boundaries around existing land use and does not require any physical works.
3. Any private roads, right of ways or accessways must be located where the depth of flood waters in a 1 in 100 year flood event does not exceed 200mm above ground level.	Access is existing. Complies. Restricted discretionary activity requirements met.

Rule SUB-R12 – Subdivision of a site within coastal hazard area is relevant also because the same area mapped as river flood hazard is also coastal flood hazard.

SUB-R11 Subdivision of a site within flood hazard area Restricted discretionary activity where: RDIS-1 All building platforms and associated access for each allotment are located wholly outside the spatial extent of the Coastal Hazard Area.	Access is existing and no building platforms are identified or proposed, but can all be well outside any coastal hazard area. Complies. Restricted Discretionary activity

Because of these very minor flood hazard areas, the boundary adjustment becomes a restricted discretionary activity under the PDP-AV.

SUB-R20 reads "Subdivision creating one or more additional allotments within the Coastal Environment" is a discretionary activity. However, this subdivision reduces the number of allotments containing coastal environment land. I consider SUB-R20 to therefore not be applicable.

6.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

6.1 Property Access

Access is via Motukiore Road, a Council maintained metal surface road – classified as an 'access road'. The part of the road to which the application land has frontage is extremely low usage. The proposal continues existing land uses and reduces the number of titles. Demand on the road does not therefore increase.

There are several existing crossing points off Motukiore Road utilised by the application land. The physical crossing and access is not proposed to be changed. However, it is proposed to include the existing physical access over Motukiore M4B2 as easement D in favour of lot 3. This is not within the Memorandum of Easements and is therefore not compulsory given that the land has frontage to legal road elsewhere. It is included as it is a more physically practicable alignment and gradient to the legal road alignment and is already formed. It is not, however, essential for the purposes of giving effect to this boundary adjustment.

On that same forestry block (Lot 3), it is proposed to provide for right of way over area E within Lot 4, in favour of Lot 3. Lot 4 will have no need to use the access even though it is within its boundary, so essentially E is simply to provide access from one part of Lot 3 to another part of Lot 3, in other words an internal forestry track.

Right of way A over NA37A/449 is an existing easement in favour of land in NA75C/936 and NA44C/761. It automatically carries down, therefore, to the parts of those titles now within

Lots 2, 3 & 4. This proposal adds the balance of land to be in Lots 3 & 4 to also be able to utilise ROW A. This is in effect a no change situation given that the current titles' rights and no change to land use. Right of Way B is then proposed to be added to link ROW A with the balance of Lot 4 as a safe and practical access alignment. This is already formed as farm access and essentially retains a single user – owner of land in Lot 4.

In summary the legal access arrangements proposed are all for the betterment of access to existing land uses, and to a fewer number of titles than currently. I only see positive effects in terms of the proposed access arrangements.

6.2 Natural and other hazards

The boundary adjustment subdivision does not create any additional vacant allotments. No residential development is proposed. Even if there were, this can occur well away from any area identified as flood hazard. Maps show the watercourse following proposed boundary between Lots 3 & 4 to be susceptible to flooding, immediately adjacent to the watercourse itself. This is a very limited area and easily avoided. I have not identified any reason pursuant to s106 of the Act, or the National Policy Statement for Natural Hazards, as to why this boundary adjustment subdivision cannot be granted.

6.3 Water Supply

No additional titles are created. No built development reliant on water supply.

6.4 Stormwater Disposal

No additional titles are created. No built development. The only impermeable surfaces relate to access tracks and make up a very small proportion of each proposed lot.

6.5 Sanitary Sewage Disposal

No additional titles are created. No built development requiring on site wastewater treatment or disposal.

6.6 Energy Supply and Telecommunications

No additional titles are being created and power and telecoms not a requirement for rural subdivision in any event.

6.7 Easements for any Purpose

Refer to Scheme Plan in Appendix 1 and 6.1 Access.

6.8 Preservation and Enhancement of Heritage Resources, Vegetation, Fauna and Landscape, and Land Set Aside for Conservation Purposes

No additional vacant titles created and no change in land use envisaged. The application land has no high or outstanding landscape values. There is an existing QEII Open Space Covenant within the application land and this remains.

Heritage Resources

There are no NZAA Archaeological Sites mapped within the application land. There are no Heritage Items or Areas mapped within the application land. There are no sites or areas of significance to Maori mapped within the application land.

Vegetation & Fauna

The application land is predominantly in active/working exotic forestry usage. There are areas of native trees within and on the fringes of exotic plantation and these have been identified by the forestry operators on forestry plans in order that they remain standing trees. The QEII Open Space Covenant area is one such area containing native vegetation and this remains. The eastern portion of the application site is mapped as kiwi present. This includes exotic and native trees, as well as the farmed grass flats. The latter requires stock management and movement and will therefore accommodate working dogs from time to time. This is the existing situation and should be able to be continued.

I do not believe the boundary adjustment has any adverse effects on vegetation or fauna.

6.9 Access to Reserves and Waterways

There is no adjusted lot of less than 4ha adjacent to any qualifying waterbody.

6.10 Land Use Incompatibility

Given that the boundary change does not change land use and decreases the number of titles, I do not see any risk of and use incompatibility issues arising.

6.11 Natural Character of the Coastal Environment

There is a thin sliver of 'coastal environment' on the Waima River interface with Lot 4. This lot is proposed to be over 60ha in area and contains no built development. Even if it were to eventually support residential living any and all built structures can be well clear of the coastal environment. In any event this is an existing situation for two existing titles with river frontage, where we are not only going to have one title with that frontage.

7.0 STATUTORY ASSESSMENT

7.1 Part 2 Considerations

5 Purpose

(1) The purpose of this Act is to promote the sustainable management of natural and physical resources.

(2) In this Act, sustainable management means managing the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while—

(a) sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and

(b) safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and

(c) avoiding, remedying, or mitigating any adverse effects of activities on the environment.

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

6 Matters of national importance

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

(a) the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development:

(b) the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development:

(c) the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna:

(d) the maintenance and enhancement of public access to and along the coastal marine area, lakes, and rivers:

(e) the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga:

(f) the protection of historic heritage from inappropriate subdivision, use, and development:

(g) the protection of protected customary rights:

(h) the management of significant risks from natural hazards.

The site does not exhibit the majority of the features listed above. There is a small area of coastal environment along the bank of the Waima River and on which the proposal has nil impact. Areas of native trees within the application land will remain. These are within parts of the application land subject to forestry operations. There are no 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—
(a) kaitiakitanga:
(aa) the ethic of stewardship:
(b) the efficient use and development of natural and physical resources:
(ba) the efficiency of the end use of energy:
(c) the maintenance and enhancement of amenity values:
(d) intrinsic values of ecosystems:
(e) [Repealed]
(f) maintenance and enhancement of the quality of the environment:
(g) any finite characteristics of natural and physical resources:
(h) the protection of the habitat of trout and salmon:
(i) the effects of climate change:
(j) the benefits to be derived from the use and development of renewable energy.

Regard has been had to any relevant parts of Section 7 of the RMA, "Other Matters". Part (b) is of particular relevance in that this boundary adjustment seeks to rationalise property boundaries in alignment with land uses. This is seen as an efficient use of natural and physical resources. No additional titles result and no additional development over and above what can occur already is proposed or provided for.

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

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

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

7.2 National Policy Statements & Standards

7.2.1 National Policy Statement – Indigenous Biodiversity (NPS-IB)

The objective of the NPS-IB is to maintain indigenous biodiversity so that there is at least no overall loss in indigenous biodiversity. It seeks to do this by, amongst other things, recognising landowners as stewards of indigenous biodiversity; by protecting, and in some cases restoring, indigenous biodiversity in order to achieve the goal of overall maintenance of that biodiversity, while providing for the social, economic and cultural wellbeing of people (including landowners).

The boundary adjustment simply seeks to rationalise property boundaries around existing land uses, one of which is exotic forestry plantation and harvesting, and another of which is pastoral farming. These are both legitimate rural production activities. The proposal does not create any additional titles and does not change existing land uses. With this no change scenario, other than boundaries, the proposal has no impact on indigenous biodiversity.

7.2.2 National Policy Statement – Natural Hazards (NPS-NH)

The NPS-NH provides direction to decision-makers to ensure that subdivision does not increase natural hazard risk, and that new exposure to hazard risk is avoided where practicable. The Objectives and Policies of the NPS-NH seek to appropriately manage the natural hazard risk to people, property and infrastructure, and to ensure that the risk is not increased. The risk is to be assessed on the likelihood of an event and the consequences associated with exposure to the hazard.

In the case of this proposal, there is no new exposure to hazard risk. The proposal rationalises boundaries without changing land use or increasing development opportunity. Therefore, despite having a very localised mapped flood hazard mapped for some of the application land, the risk of increased or new exposure to hazard is non existent.

7.2.3 National Polity Statement & Environmental Standard – Freshwater (NPS-FM and NES-F)

There are waterbodies within the site and Waima River bounding one of the lots. However, noting the above comment about no change in land use or development potential, the proposal poses no risk to freshwater quality or quantity.

7.2.4 National Environmental Standard – Commercial Forestry (NES-CF)

The NES-CF came into effect in 2023. The existing commercial forestry operations within the application land will continue and will continue to be subject to the NES-CF. This rationalisation of boundaries does not alter any requirements pursuant to the NES-CF.

7.3 Regional Policy Statement for Northland (RPS)

I do not consider the proposal to be inconsistent with any relevant objectives and policies in the RPS for Northland. Existing land uses continue and no additional titles result. There is no significant natural hazard; no highly versatile soils; no high or outstanding landscape values; no heritage or cultural values; and no adverse effect on indigenous vegetation or fauna.

7.4 Operative District Plan Objectives and Policies

Objectives and policies relevant to this proposal are those in Chapter 13 Subdivision, particularly those relating to boundary adjustments, and Chapter 8.6 Rural Production Zone.

The proposal promotes sustainable management of the natural and physical resources of the District and provides for the applicants' social and economic well being. It is an

appropriate boundary adjustment subdivision that does not compromise the life-supporting capacity of air, water, or ecosystems, and adverse effects are capable of mitigation. The lot sizes remain consistent with those found in the Rural Production Zone (Objectives 13.3.1 and 2 and Policy 13.4.14).

On-site services are not considered given the nature of this boundary adjustment and lack of built development (Objective 13.3.5 and related Policy 13.4.8).

I am not aware of any sites of significance to Māori or cultural values associated with the site. No earthworks are required and no indigenous vegetation clearance is envisaged or required (Objective 13.3.7 and Policy 13.4.11)

Objectives 13.3.8-13.3.10 are about ensuring subdivisions have access to adequate services and make efficient use of infrastructure. I do not consider this to be a relevant consideration in this particular instance noting no additional development proposed. Power and telecoms are not a requirement of rural subdivisions.

The site displays no known cultural or heritage values, nor any outstanding landscape values. The natural character values of the sites are not adversely affected. I do not believe the subdivision will prevent adjacent land uses from continuing to operate (Policy 13.4.1).

Safe and efficient access is already provided (Policies 13.4.2 and 3)

Relevant Rural Production Zone objectives include Objectives 8.6.3.1 and 8.6.3.2 which promote sustainable management of resources and enable the efficient use and development of land. The boundary adjustment is consistent with both.

The proposal does not represent physical change and has no impacts on amenity values (8.6.3.3), or significant natural values (8.6.3.4). Neither is there any risk of increased land incompatibility issues arising (8.6.3.6, 8.6.3.7). The current operations will continue (8.6.3.8 and 8.6.3.9).

The proposal is consistent with zone policies in that it does not create any additional adverse effects or reverse sensitivity effects, and it represents an efficient use and development of resources.

7.5 Proposed District Plan (AV) Objectives and Policies

An assessment against the relevant objectives and policies in the Subdivision section of the PDP-AV follows:

SUB-O1
Subdivision results in the efficient use of land, which:

a. *achieves the objectives of each relevant zone, precinct, development area, overlays and the district wide provisions;*
b. *contributes to the existing or planned local character and sense of place;*
c. *avoids reverse sensitivity issues that would prevent or adversely affect activities already established on land from continuing to operate;*
d. *avoids land use patterns which would prevent land from achieving the objectives and policies of the zone in which it is located;*

e. *does not increase risk from natural hazards or risks are mitigates and existing risks reduced; and*
f. *manages adverse effects on the environment.*

The proposal enables the efficient use of land and in doing so achieves the objectives of the rural production zone. The land use is not changing. No reverse sensitivity issues arise and the risk from natural hazards is not increased. There are no adverse effects.

SUB-O2
Subdivision recognises and provides for the protection, restoration or enhancement of Outstanding Natural Features, Outstanding Natural Landscapes, Natural Character of the Coastal Environment, Areas of High Natural Character, Outstanding Natural Character, wetland, lake and river margins, areas of significant indigenous vegetation and significant habitats of indigenous fauna, Sites and Areas of Significance to Māori, and Historic Heritage.

The has no impact on any of the above, where relevant to the application land.

SUB-O3 and SUB-O4 - on-site infrastructure – are not overly relevant given the proposal does not create any additional lot for the purpose of built development.

SUB-O5 seeks to protect the long-term availability and productive capacity of highly productive land, of which there is none.

No additional infrastructure is necessitated by the subdivision (SUB-O6).

SUB-P1
Enable boundary adjustments that:

a. *do not alter:*

    i. *the degree of non-compliance with District Plan rules and standards;*
    ii. *the number and location of any access; and*
    iii. *the number of certificates of title.*

As a restricted discretionary activity boundary adjustment, the proposal is consistent with the above policy.

SUB-P3
Provide for subdivision where it results in allotments that:

a. *are consistent with the planned environment of the zone or precinct;*
b. *comply with the minimum allotment sizes for each zone;*
c. *have an adequate size and appropriate shape to contain a building platform; and*
d. *have legal and physical access.*

Part (c) is not overly relevant. The proposal is consistent with all other parts.

SUB-P5 addresses infrastructure needs of subdivisions creating additional lots – which this is not.

SUB-P7
Avoid rural lifestyle subdivision in the Rural Production zone unless the subdivision:…..

No rural lifestyle subdivision proposed.

SUB-P8
Avoid subdivision that:

a. *within the Horticulture Precinct, is not provided for in PREC2-P5:*
b. *in all other parts of the Rural Production zone:*
    i. *results in any potential cumulative loss of the availability or productive capacity of highly productive land for use by farming or forestry activities;*
    ii. *cannot demonstrate that the proposed lots will retain the overall productive capacity of highly productive land over the long term;*
    iii. *fragments land into parcel sizes that are no longer able to support farming or forestry activities in accordance with RPROZ-P6(c);*
    iv. *Results in rural lifestyle subdivision unless provided for in SUB-P7.*

There is no highly productive land. There is no change to land use and lots remain large and better able to accommodate their existing productive use than before the boundary adjustment.

SUB-P11
Consider the following matters where relevant when assessing and managing the effects of subdivision:

a. *the potential for reverse sensitivity effects that would prevent or adversely affect activities already established on land from continuing to operate;*
b. *consistency with the scale, density, design and character of the environment and purpose of the zone;*
c. *the location, scale and design of buildings and structures;*
d. *the adequacy and capacity of available or programmed development infrastructure to accommodate the proposed activity; or the capacity of the site to cater for on-site infrastructure associated with the proposed activity;*
e. *managing natural hazards;*
f. *Any adverse effects on areas with historic heritage and cultural values, natural features and landscapes, natural character or indigenous biodiversity values; and*
g. *any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.*

Given that existing land uses will continue and there is no increase in the number of titles, most of the above have no relevance to the proposal.

The site is zoned Rural Production in the PDP-AV. It has very small areas of coastal environment and flood hazard.

Objectives

RPROZ-O1 requires the zone to be managed to ensure its availability for primary production activities and its long-term protection for current and future generations. RPROZ-O2 seeks to ensure the zone is used for primary production purposes. The boundary adjustment does not remove any land from being available for primary production purposes.

RPROZ-O3
Land use and subdivision in the Rural Production zone:
a.protects highly productive land from sterilisation and enables it to be used for farming and forestry activities;

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

There is no highly productive land. There are no additional reverse sensitivity effects. Productive use of the land can continue and the proposal does not exacerbate any natural hazards.

RPROZ-O4
The rural character and amenity associated with a rural working environment is maintained.

Rural character is unchanged.

Policy RPROZ-P1 seeks to enable primary production activities, which this proposal does. RPROZ-P2 seeks to ensure the zone provides for activities that require a rural location, which this proposal does.

RPROZ-P3
Manage the establishment, design and location of new sensitive activities and other non-productive activities in the Rural Production Zone,
and avoid where possible, or otherwise mitigate, reverse sensitivity
effects on primary production activities….

No new 'sensitive' activities proposed.

RPROZ-P4
Land use and subdivision activities are undertaken in a manner that maintains or enhances the rural character and amenity of the Rural Production zone, which includes:
a. a predominance of primary production activities;
b. low density development with generally low site coverage of buildings or structures;
c. typical adverse effects such as odour, noise and dust associated with a rural working environment; and
d. a diverse range of rural environments, rural character and amenity values throughout the District.

Rural character and amenity is unchanged.

RPROZ-P6
Avoid subdivision that.
a. results in any cumulative loss of the availability of highly productive land for use by farming or forestry activities;
b. cannot demonstrate that the proposed lots will retain the overall productive capacity of highly productive land over the long term
c.fragments land into parcel sizes that are no longer able to support farming activities, taking into account:
i. the type of farming proposed; and
ii. whether smaller land parcels can support more productive forms of farming due to the presence of highly productive land.

c. provides for rural lifestyle living unless there is an environmental benefit, or is around an existing residential unit.

The site contains no highly productive land. No additional titles are created. No rural lifestyle subdivision occurring.

RPROZ-P7
Consider the following matters where relevant when assessing and managing the effects of land use and subdivision in the Rural Production Zone:
a. whether the proposal will increase production potential in the zone;
b. whether the activity relies on the productive nature of the soil;
c. consistency with the scale and character of the rural environment;
d. location, scale and design of buildings or structures;
e. for subdivision or non-primary production activities:
i. scale and compatibility with rural activities;
ii. potential reverse sensitivity effects on primary production activities and existing infrastructure;
iii. the potential for loss of highly productive land, land sterilisation or fragmentation
f. at zone interfaces:
i. any setbacks, fencing, screening or landscaping required to address potential conflicts;
ii.the extent to which adverse effects on adjoining or surrounding sites are mitigated and internalised within the site as far as practicable;
g.the capacity of the site to cater for on-
site infrastructure associated with the proposed activity, including
whether the site has access to a water source such as an irrigation network supply, dam or aquifer;
h. the adequacy of roading infrastructure to service the proposed activity;
i.Any adverse effects on historic heritage and cultural values, natural features and landscapes or indigenous biodiversity;
j.Any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6.

The above matters have been taken into consideration where relevant.

7.6 Weighting of the Plans

The Proposed District Plan is now at an Appeals Version stage. Some parts of the PDP-AV have been appealed and are not yet beyond challenge. Whilst there are some appeals registered against specific subdivision rules and standards, boundary adjustment subdivision provisions appear to have not been appealed. The PDP-AV, being the more up to date (younger) planning instrument, can be considered to give better effect to higher order planning instruments such as national policy statements. However, the ODP cannot be discarded completely because it remains 'operative' and cannot yet be completely superseded by the PDP-AV.

Overall I believe the PDP-AV can be given greater weight than the ODP when assessing this application. Notwithstanding that, this planning report and AEE has addressed both the ODP and PDP-AV. The proposal is considered consistent with both documents in any event.

8.0 s95A-E ASSESSMENT

8.1 S95A Public Notification Assessment

A consent authority must follow the steps set out in s95A to determine whether to publicly notify an application for a resource consent. Public notification is not mandatory and is not precluded. Effects are less than minor. Public notification is not required.

8.2 S95B Limited Notification Assessment

A consent authority must follow the steps set out in s95B to determine whether to give limited notification of an application for a resource consent, if the application is not publicly notified pursuant to s95A. Step 1 identifies certain affected groups and affected persons that must be notified. None exist in this instance. Step 2 of s95B specifies the circumstances that preclude limited notification. No such circumstance exists and Step 3 of s95B must be considered. This specifies that certain other affected persons must be notified. The application is not for a boundary activity (by definition in the Act). The s95E assessment below concludes that there are no affected persons to be notified. There is no requirement to limited notify the application pursuant to Step 3.

8.3 S95D Level of Adverse Effects

The AEE in this report assesses effects on the environment and concludes that these will be no more than minor.

8.4 S95E Affected Persons

The activity, re-arranges boundaries of titles around their land use. This rationalisation of boundaries is more efficient. It decreases the total number of titles. I see no adjacent property adversely affected by the boundary adjustment. The absence of mapped heritage or cultural features leads me to the conclusion that no pre lodgement consultation is required with tangata whenua, Heritage NZ, or Department of Conservation.

9.0 PLANNING ACT 2026

Brief mention should be made of the Planning Act 2026, which came into force on the day after Royal assent, which was 30th September 2026. This will amend the Resource Management Act in a limited way as from 30th October 2026. The amendments define certain things that will be outside of the scope of matters the Council is able to consider, despite there being a rule in its Plan in regard that matter. The matters are generally limited to amenity aspects in regard to the built environment and are not overly relevant to this application.

There is a four year Transition Period associated with the Planning Act and Natural Environment Act eventually totally replacing the RMA, the latter remaining the principal legal instruments under which resource consent applications are prepared, lodged, considered and granted.

10.0 CONCLUSION

The proposal is to rationalise boundaries around existing land uses. There is no increase in the number of titles, in fact a decrease. Effects on the wider environment are less than minor. The proposal is consistent with the relevant objectives and policies of the Operative and Proposed District Plans, any relevant national policy statement, and the Regional Policy Statement. The proposal is consistent with Part 2 of the Resource Management Act.

There is no District Plan rule or national environmental standard that requires the proposal to be publicly notified and no persons have been identified as adversely affected by the proposal. No special circumstances have been identified that would suggest notification is required.

It is therefore requested that the Council grant approval to the proposal under delegated authority.



Lynley Newport Date 5th November 2026
Senior Planner
Thomson Survey Ltd

11.0 APPENDICES

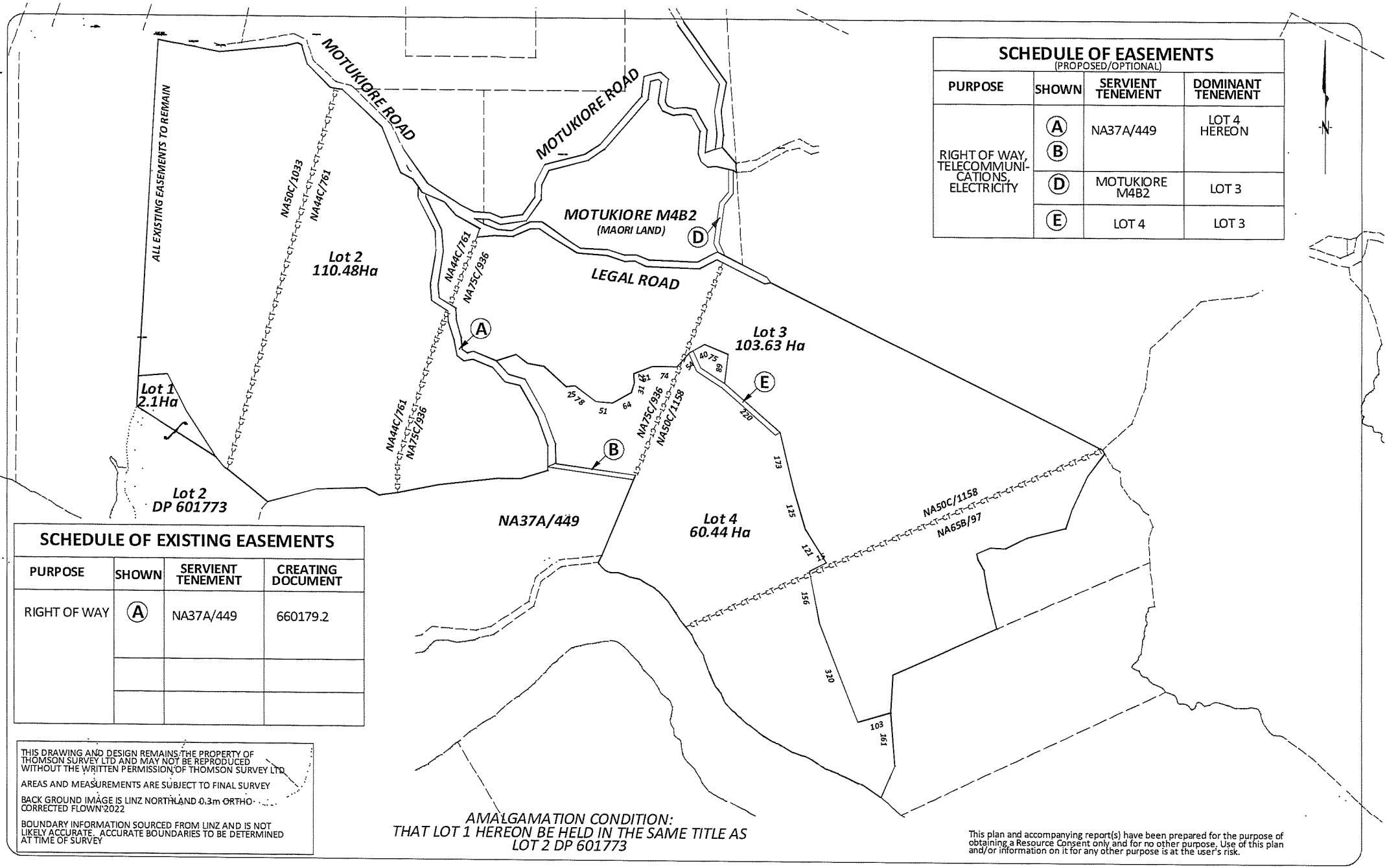
Appendix 1 Scheme Plan(s)

Appendix 2 Location Map

Appendix 3 Records of Title and Relevant Instruments

Appendix 1

Scheme Plan(s)



SCHEDULE OF EASEMENTS
(PROPOSED/OPTIONAL)

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT OF WAY, TELECOMMUNI-CATIONS, ELECTRICITY	A, B	NA37A/449	LOT 4 HEREON
	D	MOTUKIORE M4B2	LOT 3
	E	LOT 4	LOT 3

SCHEDULE OF EXISTING EASEMENTS

PURPOSE	SHOWN	SERVIENT TENEMENT	CREATING DOCUMENT
RIGHT OF WAY	A	NA37A/449	660179.2

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AREAS AND MEASUREMENTS ARE SUBJECT TO FINAL SURVEY

BACK GROUND IMAGE IS LINZ NORTHLAND 0.3m ORTHO CORRECTED FLOWN 2022

BOUNDARY INFORMATION SOURCED FROM LINZ AND IS NOT LIKELY ACCURATE. ACCURATE BOUNDARIES TO BE DETERMINED AT TIME OF SURVEY

AMALGAMATION CONDITION:
THAT LOT 1 HEREON BE HELD IN THE SAME TITLE AS LOT 2 DP 601773

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.

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PROPOSED SUBDIVISION OF NA50C/1033, NA44C/761 NA75C/936, NA50C/1158, NA65B/97 & EASEMENT OVER MOTUKIORE M4B2 (MAORI LAND) & NA37A/449

851 MOTUKIORE ROAD

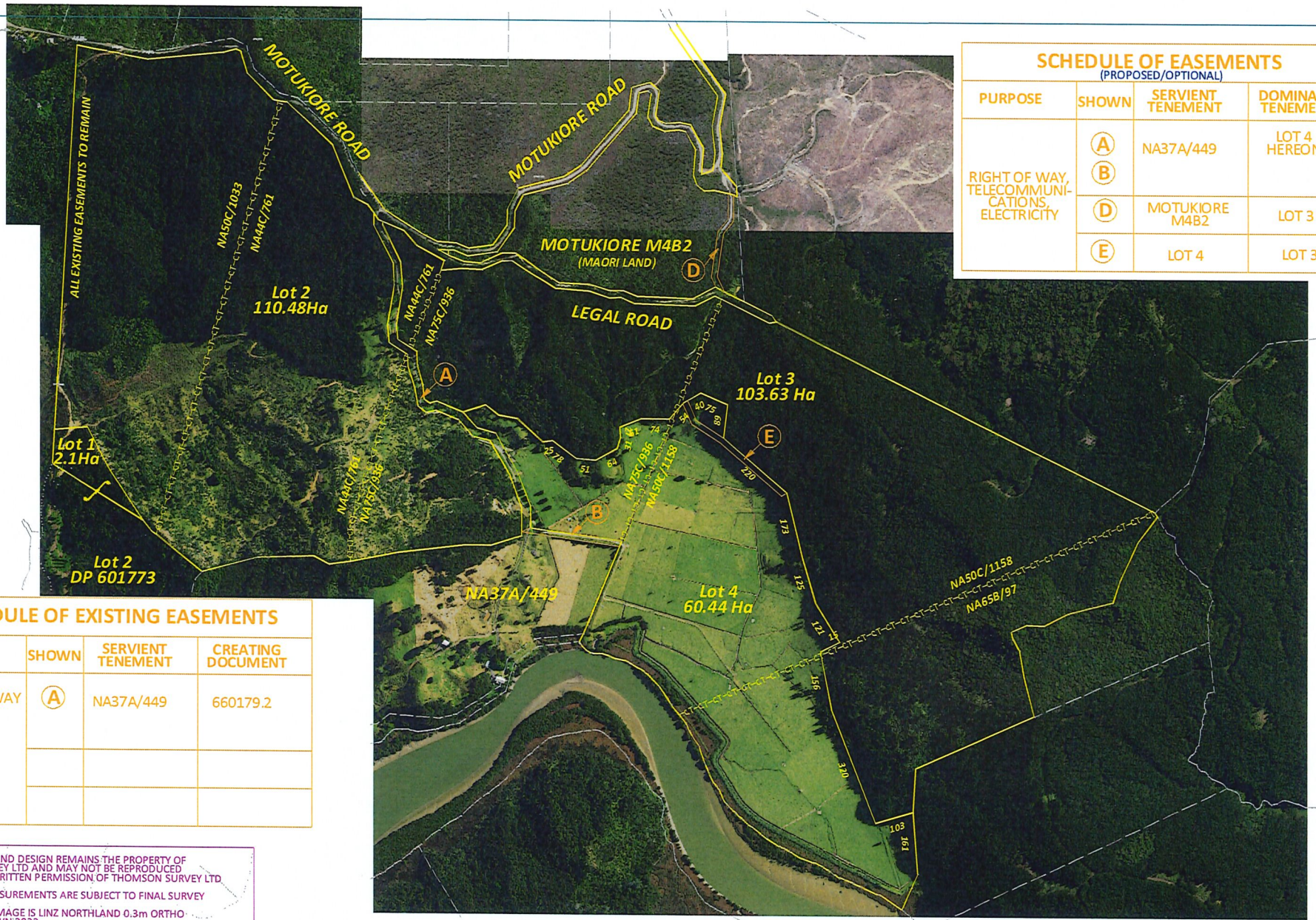
PREPARED FOR: CARR

	Name	Date
Survey		
Design		
Drawn	SL	29.10.26
Approved		
Rev	KY	03.11.26

ORIGINAL
SCALE 1:10000
SHEET SIZE A3

10986 Scheme 2 20261103

Surveyors Ref. No: 10986
Series
Sheet of



SCHEDULE OF EASEMENTS
(PROPOSED/OPTIONAL)

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT OF WAY, TELECOMMUNI-CATIONS, ELECTRICITY	A, B	NA37A/449	LOT 4 HEREON
	D	MOTUKIORE M4B2	LOT 3
	E	LOT 4	LOT 3

SCHEDULE OF EXISTING EASEMENTS

PURPOSE	SHOWN	SERVIENT TENEMENT	CREATING DOCUMENT
RIGHT OF WAY	A	NA37A/449	660179.2

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PROPOSED SUBDIVISION OF NA50C/1033, NA44C/761 NA75C/936, NA50C/1158, NA65B/97 & EASEMENT OVER MOTUKIORE M4B2 (MAORI LAND) & NA37A/449

851 MOTUKIORE ROAD

PREPARED FOR: CARR

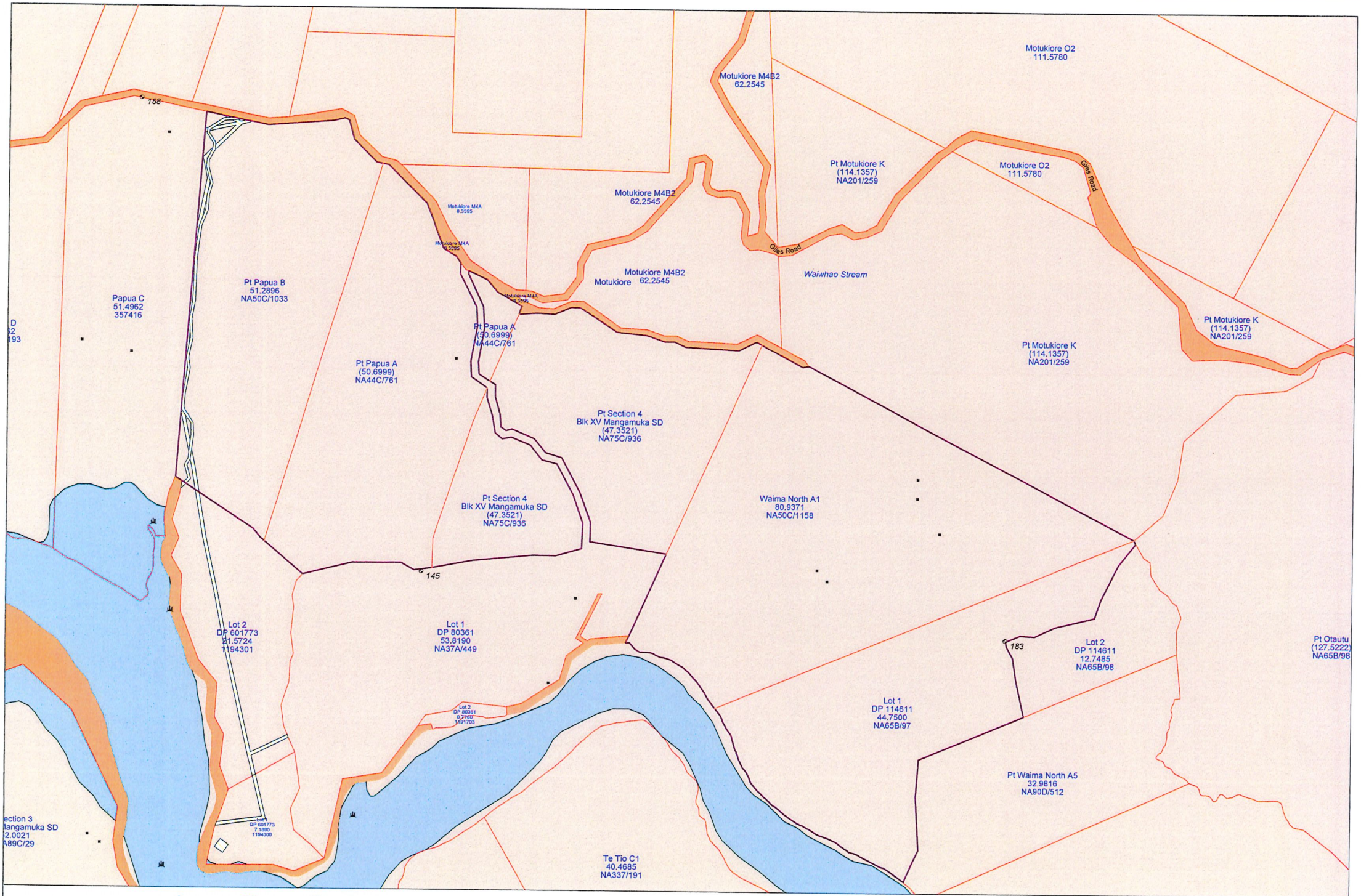
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Survey		
Design		
Drawn	SL	29.10.26
Approved		
Rev	KY	03.11.26

ORIGINAL
SCALE 1:10000
SHEET SIZE A3

10986 Scheme 2 20261103

Surveyors Ref. No: 10986
Series
Sheet of

Appendix 2
Location Map



QuickMap
Custom Software Ltd

Any person wishing to rely on the information shown on this map must independently verify the information

Scale 1:10000 Topographical and Cadastral map derived from LINZ data. Printed: 05-Nov-2026 12:42.

Appendix 3

Records of Title and Relevant Instruments

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**NA50C/1033**
Land Registration District	**North Auckland**
Date Issued	09 September 1982

Prior References
NA233/191

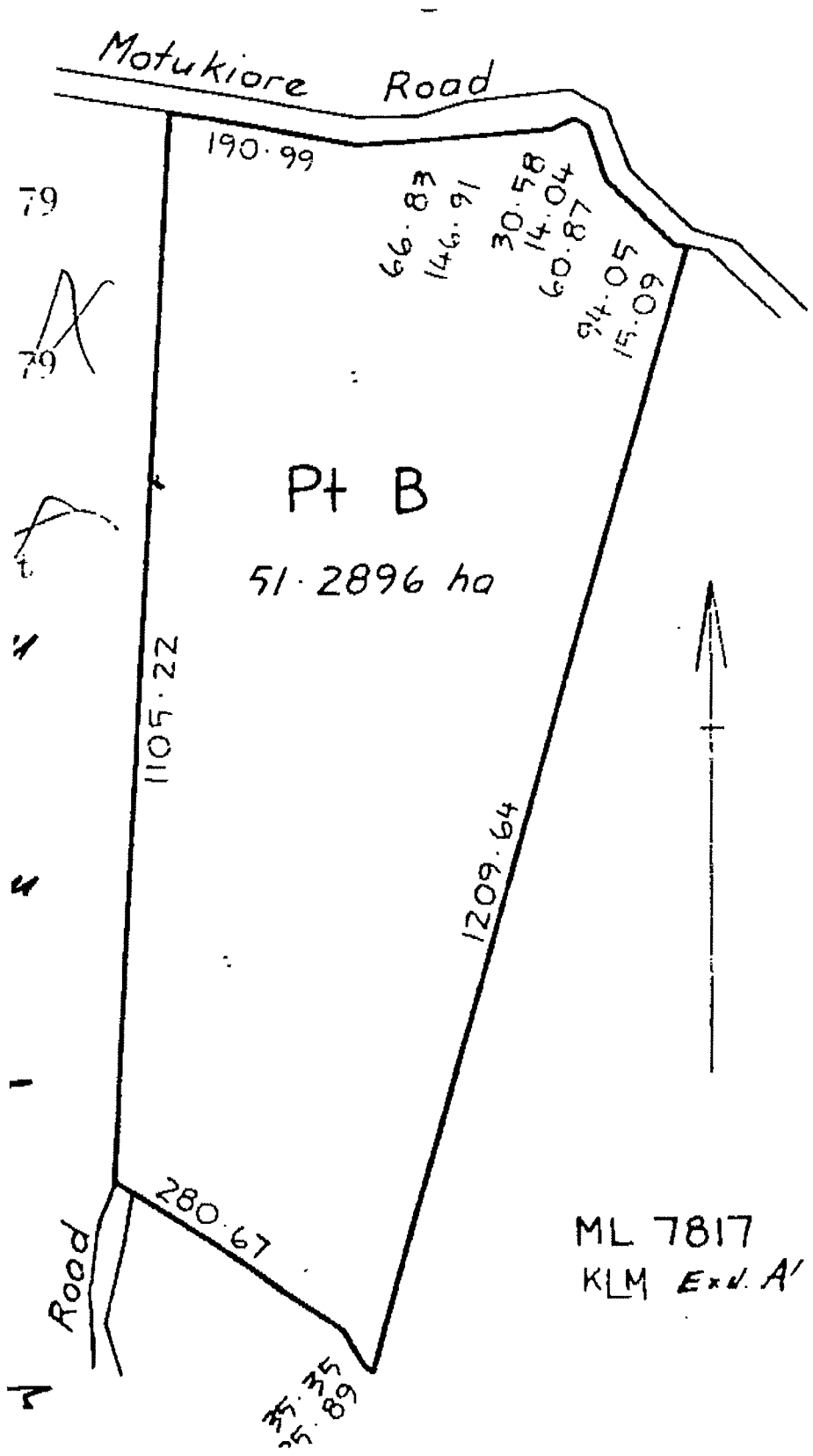
Estate	Fee Simple
Area	51.2896 hectares more or less
Legal Description	Part Papua B Block
Registered Owners	

Ian Ray Carr

Interests

Subject to a right of way over part marked A on DP 601773 created by Easement Instrument 13054456.5 - 20.12.2024 at 2:30 pm

The easements created by Easement Instrument 13054456.5 are subject to Section 243 (a) Resource Management Act 1991


Motukiore Road
190.99
66.83
146.91
30.58
14.04
60.87
94.05
15.09
79
79
Pt B
51.2896 ha
1105.22
1209.64
280.67
Road
35.35
25.89
ML 7817
KLM Ex A'

Land

Toitu te Land whenua Information New Zealand

View Instrument Details

Instrument No	13054456.5
Status	Registered
Date & Time Lodged	20 Dec 2024 14:30
Lodged By	Macauley, Peter Gilmour
Instrument Type	Easement Instrument

Affected Records of Title	**Land District**
NA50C/1033	North Auckland
1194300	North Auckland
1194301	North Auckland

Annexure Schedule	Contains 1 Pages

Grantor Certifications

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

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

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

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

Signature

Signed by Peter Gilmour Macauley as Grantor Representative on 18/12/2024 12:37 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Peter Gilmour Macauley as Grantee Representative on 18/12/2024 12:37 PM

***** End of Report *****

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Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR *PROFIT À PRENDRE*

Sections 109 Land Transfer Act 2017

Registrar-General of Land Approval 2018/6266 ADLS

Grantor

Ian Ray CARR

Grantee

Ian Ray CARR
Michael Cyril VRYER

Grant of Easement or *Profit à prendre*

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

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

Purpose (Nature and extent) of easement, or *profit*	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	Marked A on DP 601773	NA 50C/1033 (Part Papua B Block)	1194300 and 1194301 (Lots 1 and 2 DP 601773)

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

Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required

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

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

[Memorandum number , registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in Annexure Schedule]

REF: 7203 – © AUCKLAND DISTRICT LAW SOCIETY INC. 2018

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

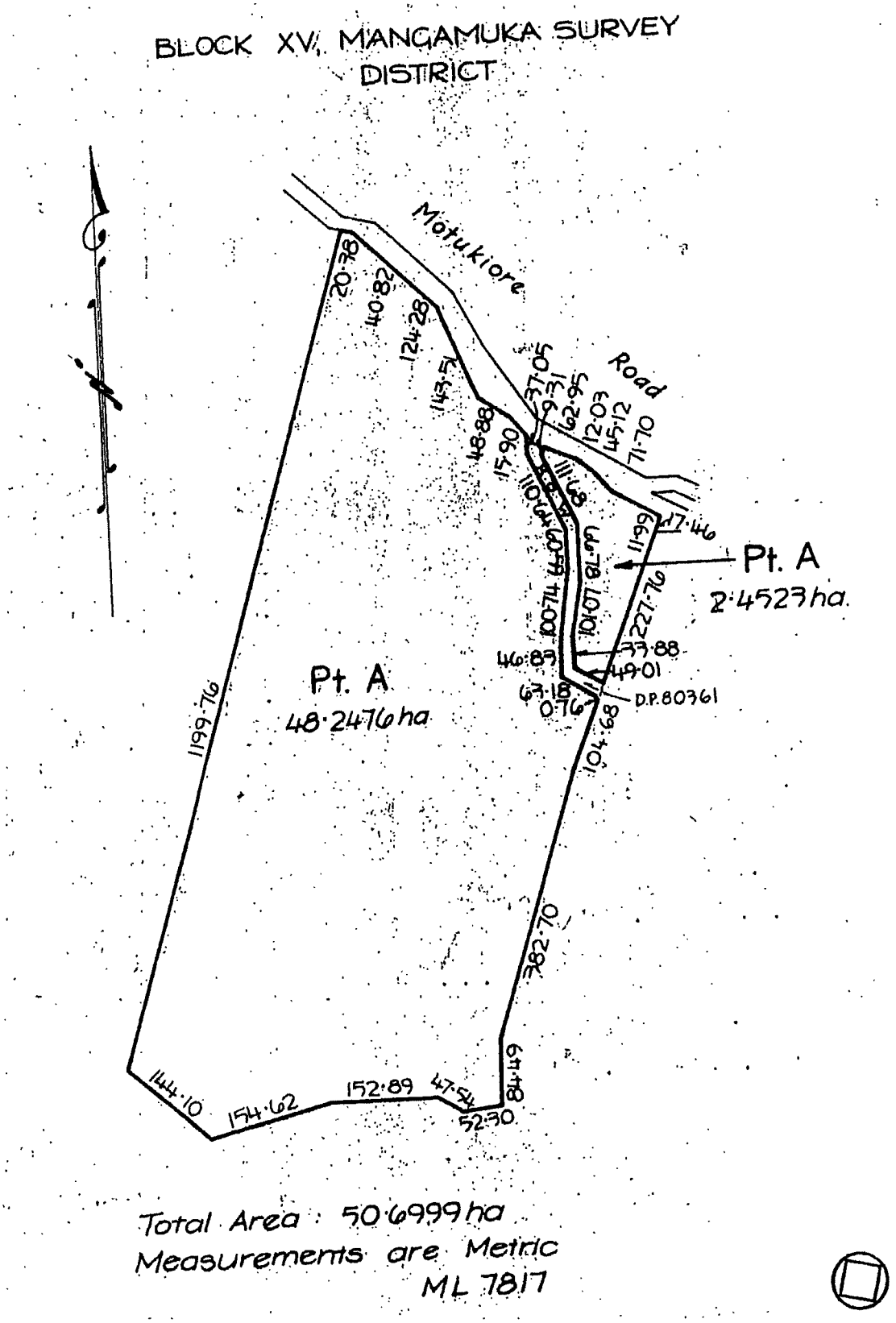
Identifier	**NA44C/761**
Land Registration District	**North Auckland**
Date Issued	20 March 1979

Prior References
NA233/192

Estate	Fee Simple
Area	50.6999 hectares more or less
Legal Description	Part Papua A Block
Registered Owners	
Ian Ray Carr	

Interests

Appurtenant hereto is a right of way specified in Easement Certificate 660179.2 - 13.3.1978 at 12:17 pm


BLOCK XV, MANGAMUKA SURVEY DISTRICT
Motukiore
Road
Pt. A
2·4523 ha.
Pt. A
48·2476 ha
D.P. 80361
20·38
40·82
124·28
143·51
48·88
15·90
37·05
62·95
12·03
45·12
71·70
111·68
47·46
11·99
10·07
227·76
33·88
49·01
46·83
67·18
0·76
104·68
382·70
64·48
52·30
47·54
152·89
154·62
144·10
1199·76
Total Area : 50·6999 ha
Measurements are Metric
ML 7817

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**NA75C/936**
Land Registration District	**North Auckland**
Date Issued	26 October 1990

Prior References
NA44C/760

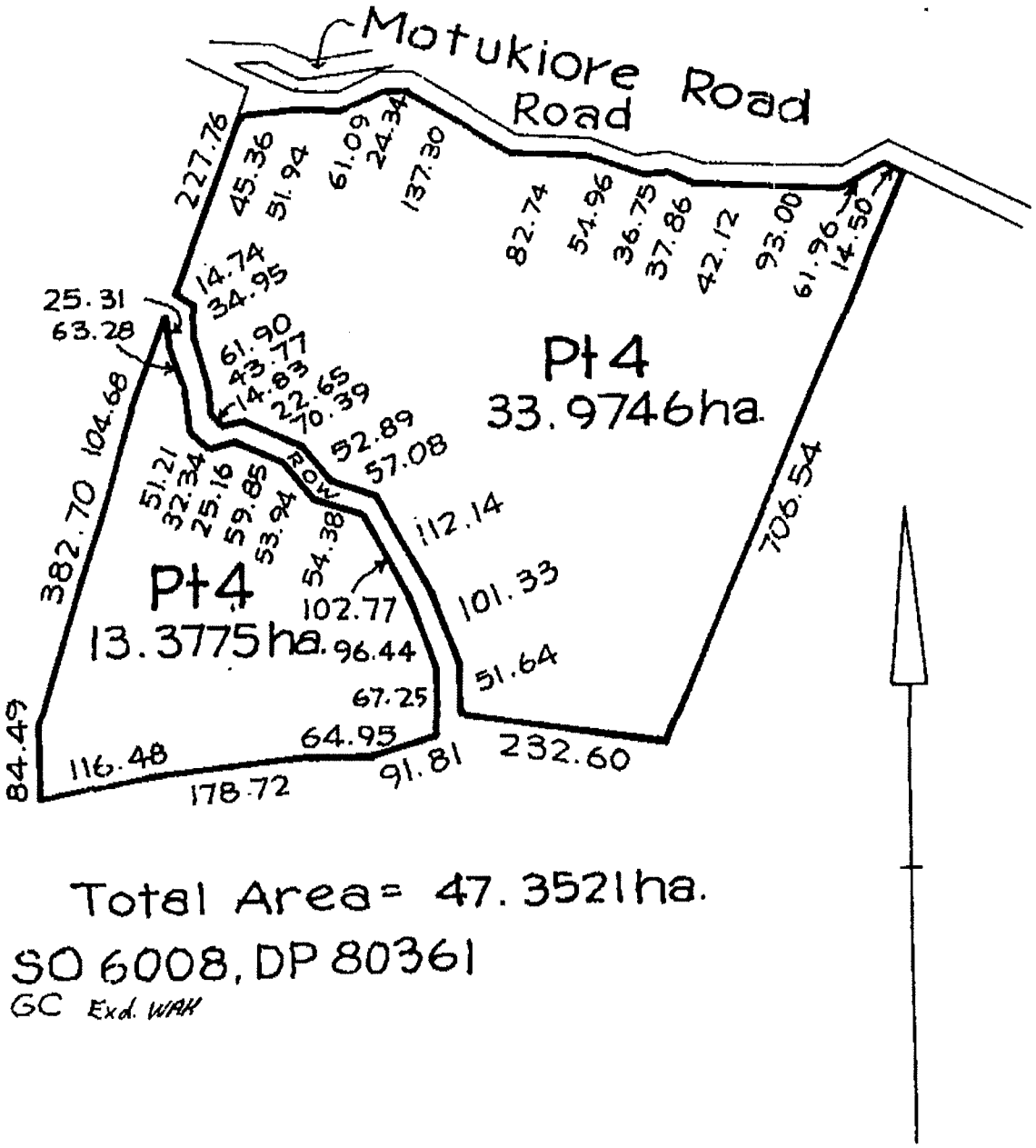
Estate	Fee Simple
Area	47.3521 hectares more or less
Legal Description	Part Section 4 Block XV Mangamuka Survey District

Registered Owners
Ian Ray Carr

Interests

Appurtenant hereto is a right of way specified in Easement Certificate 660179.2 - 13.3.1978 at 12:17 pm

FAR NORTH DISTRICT



Total Area = 47.3521ha.

SO 6008, DP 80361

GC Exd. WAK

660179.2 EC

Approved by the Registrar General of Land, Wellington. No. 725812 NEW ZEALAND

EASEMENT CERTIFICATE

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

I, WE, GERARDUS de WINTER of Horeke, farmer and
MARIA PETRONELLA MARTHA de WINTER his wife

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland (North)
on the 10th day of August 19 77 under No. 80361
are the easements which it is intended shall be created by the operation of *section 90A* of the Land Transfer Act 1952.

SCHEDULE

DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of way	Pt Lot 1 Plan 80361 marked A		Pt Papua A	233/192 237A/449.
Right of way	Pt Lot 1 Plan 80361 marked B		Pt Section 4 Block XV Mangamuka S.D.	252/65

NOTE: Please show each allotment that is a servient tenement separately.

1. Rights and powers:

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

1. THE right liberty and privilege for the grantee, his servants, tenants, agents, workman, licensees and invitees to pass and repass over the servient tenants with domestic animals shall be restricted when the weather conditions are such as would make the passage of livestock over the Right of way an unreasonable use.

2. THE Grantor will not call upon the grantee or other the occupier or registered proprietor for the time being of the dominant tenement to erect or repair or contribute towards the costs of erection or repair of any fence on the boundaries between the servient tenement and the dominant tenement but this provision applies only to the boundaries of the part of the Servient tenement shown as Right of way and marked A and B on the said Plan.

3. THE ~~Grantee shall be entitled to erect and maintain not more than~~ five gateways in any fence erected on either side of the servient tenement shown as Right of Way and marked A and B on the said Plan.

Dated this 10th day of February 19 77

Signed by the above-named GERARDUS de WINTER ~~in the presence of~~ and MARIA PETRONELLA MARTHA de WINTER in the presence of :

G de Winter

M de Winter

Witness:

Occupation:

Address:

No.

EASEMENT CERTIFICATE

GERARDUS de WINTER

and

MARIA PETRONELLA MARTHA de WINTER

situated in

Particulars entered in the Register-book,

Vol. , folio /

the

at o'clock.

Assistant Land Registrar
of the District of North Auckland

G. M. PALMER
SOLICITOR
KAIKOHE, N.Z.

LT/17-8/72 THE CAXTON PRESS CHRISTCHURCH SERIAL NO. 46

Correct for the purposes of the Land Transfer Act.

Solicitor for the Registered Proprietor.

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

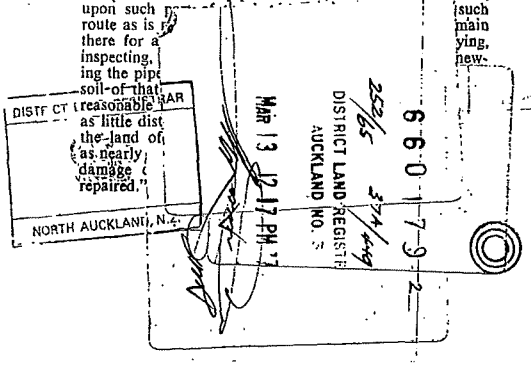
"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

(a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes:

(b) Where no such line of pipes exists, to lay, place and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined:

(c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such [illegible] such route as is [illegible] main there for a [illegible] ying, inspecting, [illegible] new- ing the pipe [illegible] soil of that [illegible] reasonable [illegible] as little dist[illegible] the land of[illegible] as nearly [illegible] damage [illegible] repaired."



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**NA50C/1158**
Land Registration District	**North Auckland**
Date Issued	09 September 1982

Prior References
NA243/238

Estate	Fee Simple
Area	80.9371 hectares more or less
Legal Description	Waima North A No 1 Block
Registered Owners	

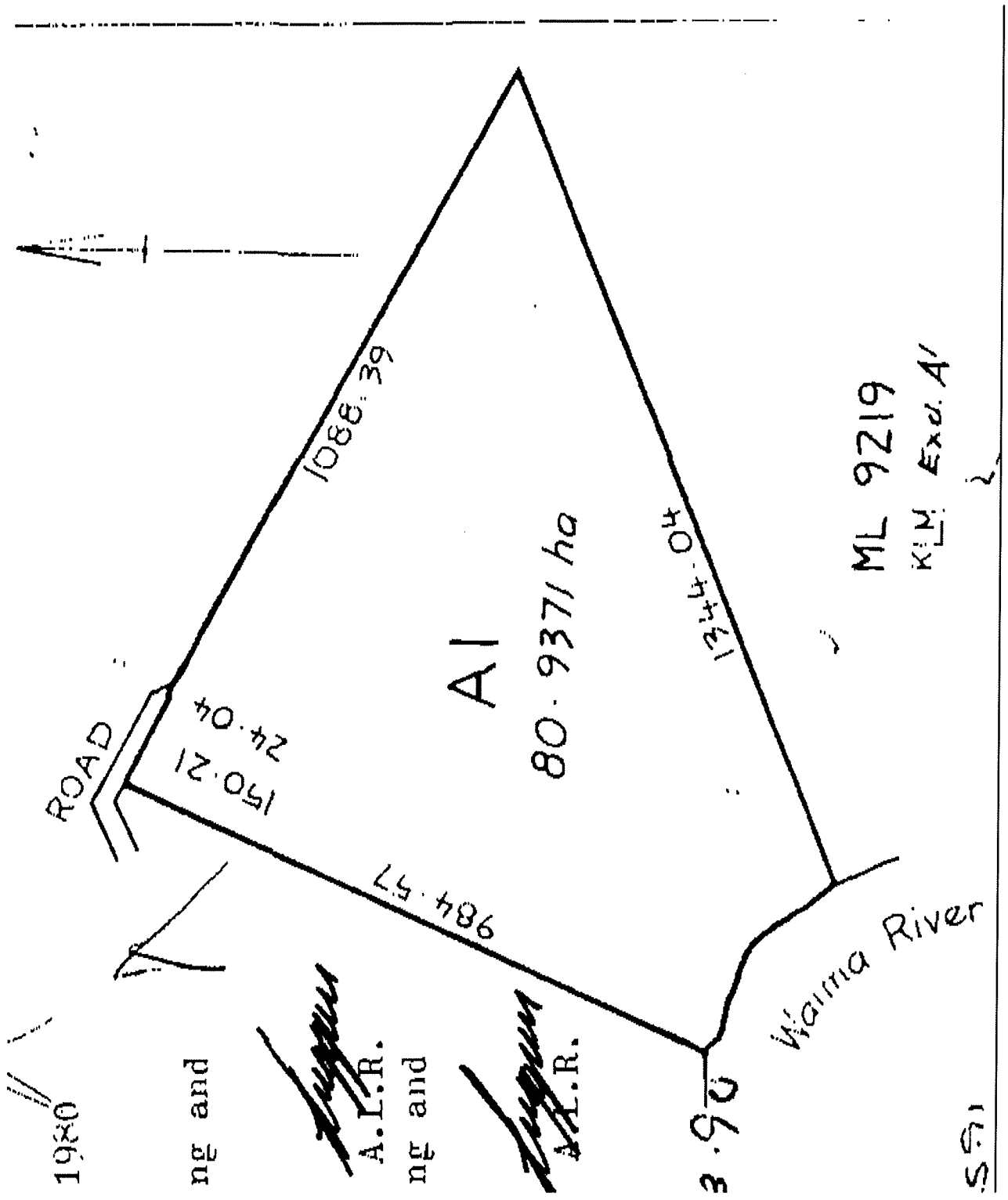
Ian Ray Carr

Interests

5604532.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Wairenga JV1 Limited - 29.5.2003 at 9:00 am

7821099.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth the Second National Trust Act 1977 - 20.5.2008 at 9:00 am

9110084.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 2.7.2012 at 11:59 am


1088.39
A1
80.9371 ha
1344.04
ML 9219
KLM Exd. A'
ROAD
24.04
150.21
984.57
Waiina River
3.90
A.L.R.
A.L.R.
ng and
ng and
1980
S.S.1

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**NA65B/97**
Land Registration District	**North Auckland**
Date Issued	22 February 1993

Prior References

NA309/148 NA372/143 NA378/54
NA602/282

Estate	Fee Simple
Area	44.7500 hectares more or less
Legal Description	Lot 1 Deposited Plan 114611
Registered Owners	

Ian Ray Carr

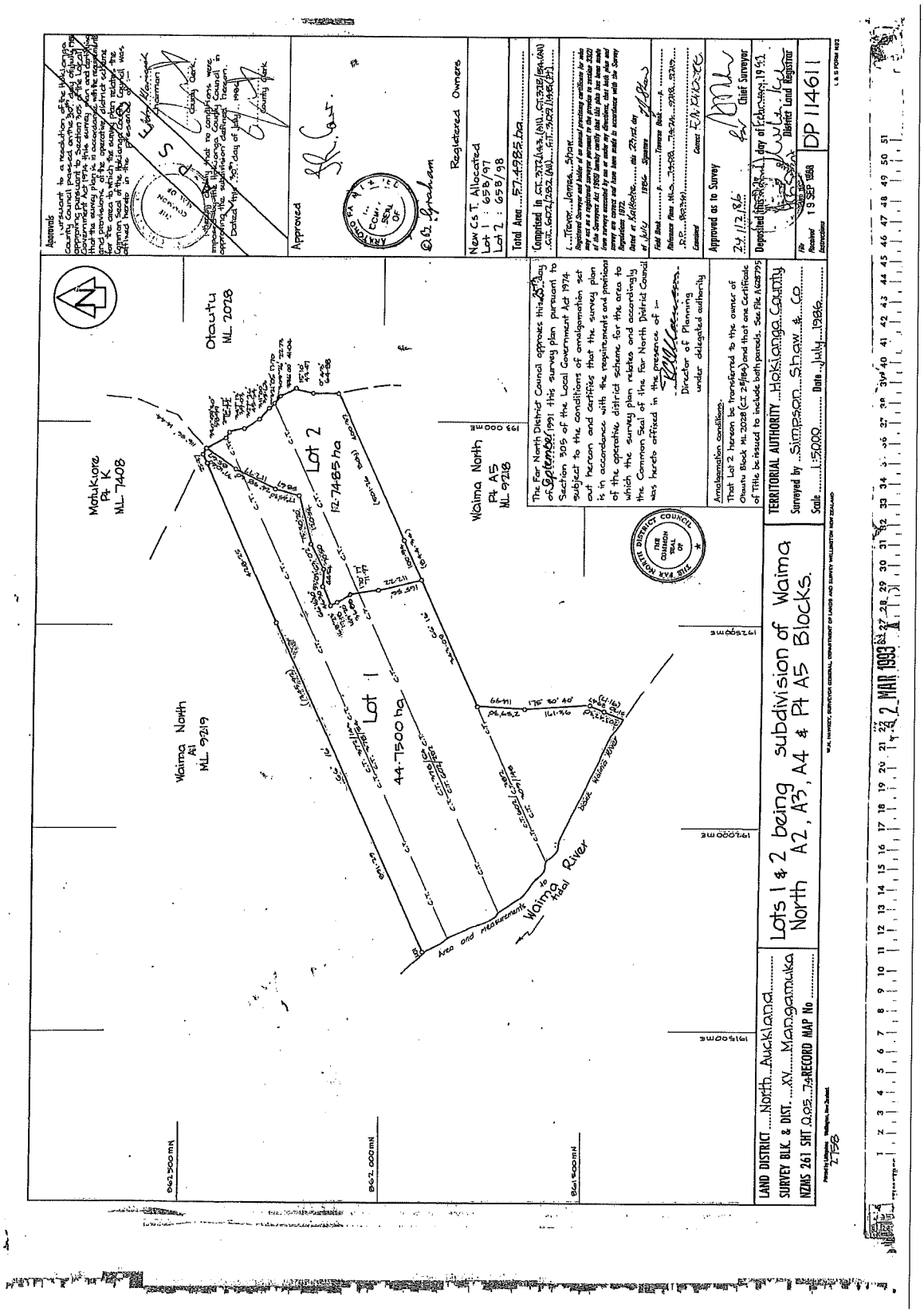
Interests

C456131.4 Certificate pursuant to Section 321(3)(D) Local Government Act 1974 - 22.2.1993 at 2.19 pm

5604532.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Wairenga JV1 Limited - 29.5.2003 at 9:00 am

7821099.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth the Second National Trust Act 1977 - 20.5.2008 at 9:00 am

9109822.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 29.6.2012 at 1:22 pm


Lot 1
44·7500 ha
Lot 2
12·7485 ha
Otautu
ML 2078
Mahukiore
Pt K
ML 7408
Waima North
A1
ML 9219
Waima North
Pt A5
ML 9218
Waima River
Area and measurements
Lots 1 & 2 being subdivision of Waima North A2, A3, A4 & Pt A5 Blocks.
LAND DISTRICT North Auckland
SURVEY BLK. & DIST. XV Mangamuka
NZMS 261 SHT Q05 RECORD MAP No 74
TERRITORIAL AUTHORITY Hokianga County
Surveyed by Simpson Shaw & Co
Scale 1:5000 Date July 1986
Approved as to Survey
Chief Surveyor
Deposited this 2nd day of February 1993
District Land Registrar
DP 114611
New C/S T Allocated
Lot 1 : 658/97
Lot 2 : 658/98
Total Area 57·4985 ha
Registered Owners
Approved
Amendments
2 MAR 1993

COV 7821099.1 Covena
Cpy - 01/05, Pgs - 012, 19/05/08, 14:40
DocID: 313118348

No. 5/2/857

OPEN SPACE COVENANT

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

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

AND WHEREAS IAN RAY CARR (hereinafter called **"the Covenantor"**) is registered as proprietor of an estate as set out in the Schedule of Land hereto (hereinafter called **"the Land"**) and has agreed to enter into an open space covenant with the Trust for the purpose and objectives set forth in Schedule 1 hereto.

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

THIS DEED FURTHER WITNESSES THE COVENANTOR AND THE TRUST HAVE MUTUALLY AGREED:

(a) To comply respectively with the terms and conditions set out in the Schedules hereto and with every applicable provision of the Act;

(b) The covenants and conditions contained in this Deed shall bind the Land in perpetuity;

(c) That if any question arises in the management of the Land that is not clearly covered in the purpose and objectives or terms and conditions of this Deed, then that question shall be resolved by the parties hereto in a manner that does not diminish the purpose and objectives or terms and conditions.

SCHEDULE 1

AGREED PURPOSE AND OBJECTIVES

The Covenantor and the Trust have mutually agreed the purpose of this Deed is to protect, maintain and enhance the open space values of the Land and to achieve the following particular objectives:

(a) Protection and enhancement of the natural character of the Land with particular regard to the indigenous flora and fauna and wetland ecosystem;

(b) Maintenance and enhancement of the landscape value of the Land;

(c) Encouraging where appropriate restoration of indigenous vegetation cover on the Land thereby enhancing the contribution the Land makes to the protection of indigenous biodiversity; and

(d) Prevent subdivision of the Land.

SCHEDULE 2

AGREED TERMS AND CONDITIONS

1. Interpretation and Declaration

1.1 In this Deed unless the context requires otherwise:

"the Board" means the board of directors of the Trust in terms of Section 4 of the Act.

the **"Covenantor"** is the owner of the Land who enters into the agreement with the Trust by executing this Deed.

"Chief Executive" means the person appointed under Section 18(1)(a) of the Act.

"Owner" means the person or persons who from time to time are registered as the proprietor(s) of **"the Land"**.

"the Land" means the land as described in Schedule 4 and more particularly as shown on the plan annexed to this Deed.

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

1.3 The reference to any Act in this Deed extends to and includes any amendment to, or substitution for, that Act.

2. Appearance and Condition of the Land

2.1 No act or thing shall be done or placed or permitted to be done or remain upon the Land which in the opinion of the Board materially alters the actual appearance or condition of the Land or is prejudicial to the Land as an area of open space as defined in the Act.

2.2 In particular, on and in respect of the Land, except with the prior written consent of the Trust, or as outlined in Schedule 3, the Owner agrees not to:

(a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.

(b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora.

(c) Introduce any substance injurious to plant life except in the control of pests.

(d) Mark, paint, deface, blast, move or remove any rock or stone or disturb the ground.

(e) Construct, erect or allow to be erected, any buildings or undertake exterior alterations to existing buildings.

(f) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind except for signs identifying the covenant or to indicate walking tracks that are or may be established on the Land.

(g) Carry out any prospecting or exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.

(h) Deposit any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the Land left in a clean and tidy condition.

(i) Allow any livestock on the Land.

(j) Cause deterioration in the natural flow, supply, quantity or quality of any river, stream, lake, wetland, pond, marsh or any other water resource affecting the Land.

2.3 In considering any request by the Owner for an approval in terms of Clause 2.2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work does not conflict with the purpose and objectives of this Deed as contained in Schedule 1.

3. Management of the Land

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

3.2 To assist in achieving the purpose and objectives of this Deed, a management plan will be prepared by the Owner and the Trust and reviewed from time to time.

4. Use of Land by Third Parties

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

(a) to inform the authority, body or person of this Deed;

(b) to inform the Trust as soon as possible; and

(c) not to consent to the work being done without consulting the Trust.

5. Fences and Gates

5.1 The Owner shall keep all fences and gates on the boundary of the Land in good order and condition and will accept responsibility for all repairs and replacement except in the case of property boundary fences where the provisions of the Fencing Act 1978 shall apply.

6. Entry and Access

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

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

(a) The Owner shall have regard to the purpose and objectives of this Deed in considering any request for entry and access;

(b) The Owner shall have the sole right to determine whether or not any request for permission for entry and access should be granted due to specific management issues relating to the Land; and

(c) In granting consent or permission for entry and access the Owner may determine conditions of such entry and access including any requirement for the Owner or any occupier of the Land to be indemnified from and against any loss, damage or injury suffered by the Owner or any occupier as a consequence of any person entering onto the Land.

7. Pest Plants and Animals

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

8. Fire

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

9. Action for Benefit of Land

9.1 The Owner or the Trust may at any time during the term of this Deed, by mutual agreement:

(a) carry out any works or improvements, or

(b) take any action either jointly or individually, or

(c) vary the terms of this Deed to ensure the more appropriate preservation of the Land as an open space in terms of the Act provided however any such variation is not contrary to the purpose and objectives of this Deed or Section 22A of the Act.

10. Notices

10.1 Any consent, approval, authorisation or notice to be given by the Trust may be given in writing signed by the Chief Executive and delivered or sent by ordinary post to the last known residential or postal address of the Owner or to the solicitor acting on behalf of the Owner.

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS RELATING TO THE LAND THE SUBJECT OF THIS DEED

1. Walking Tracks

1.1 After consultation with the Trust as to route, the Owner may form and maintain safe walking tracks no wider than one metre through the native vegetation on the Land.

2. Farm Track

2.1 The Owner may continue to use and maintain the existing farm vehicle and stock access track on the Land provided stock is not permitted to loiter, graze or damage the native vegetation.

3. Water Use

3.1 The Owner may take water from natural sources on the Land for domestic and stock purposes.

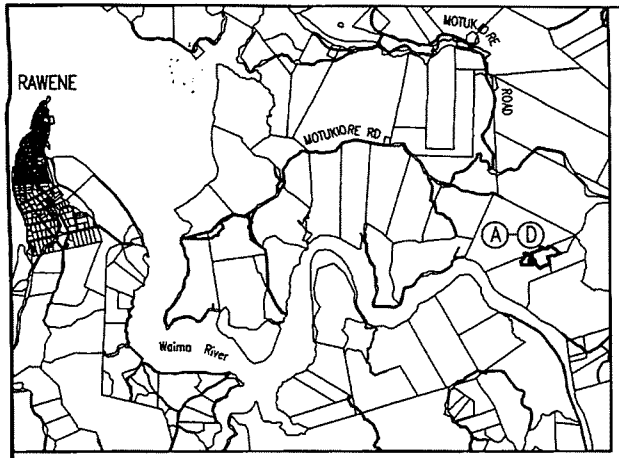
4. Grazing

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

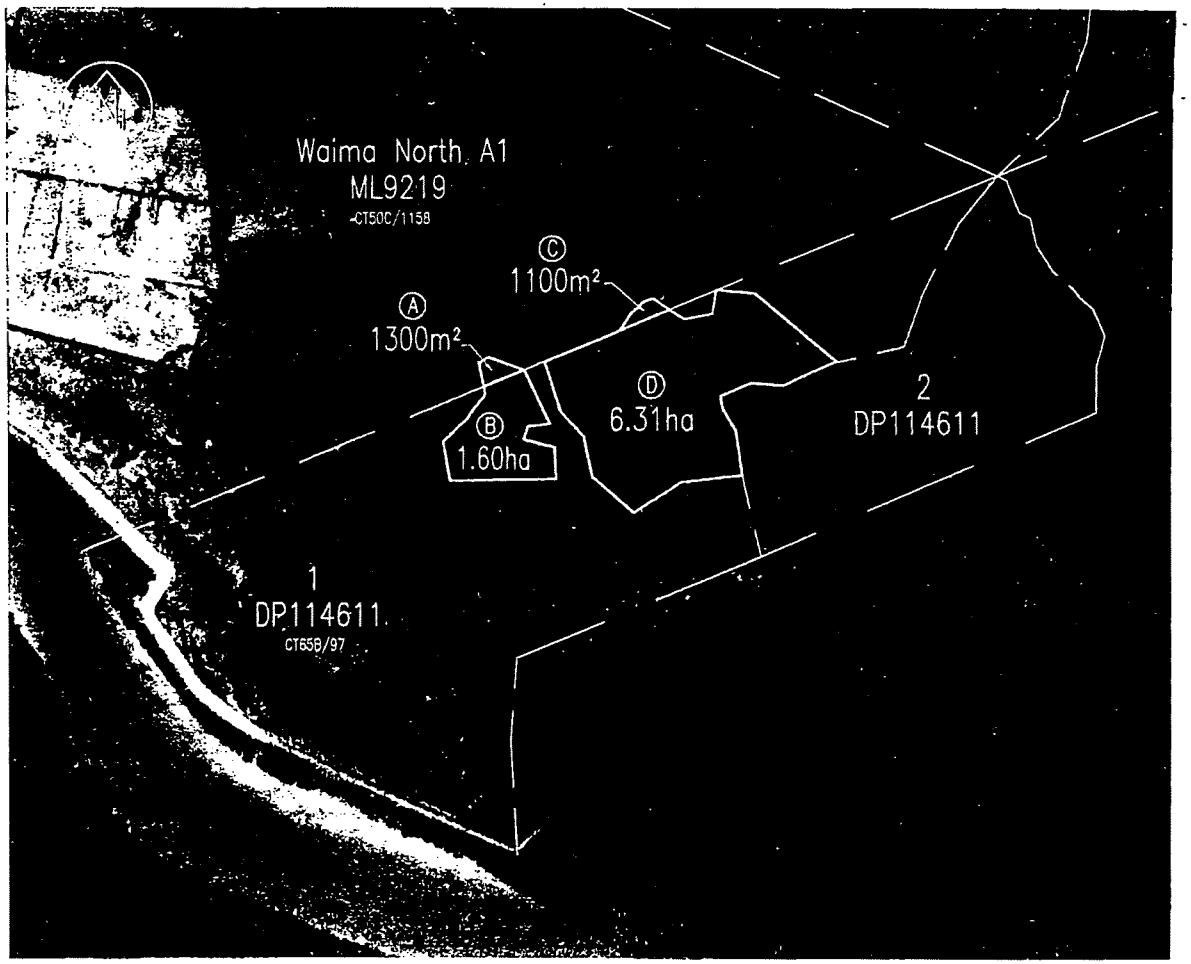
SCHEDULE 4

SCHEDULE OF LAND

Land Registry:	**NORTH AUCKLAND**
Estate:	Fee Simple
Area:	Area A = 0.1300 hectares Area B = 1.6000 hectares Area C = 0.1100 hectares Area D = 6.3100 hectares Total Area = 8.1500 hectares shown on aerial photodiagram
Lot & D.P. No. (other legal description)	Part Lot 1 DP 114611 and Part Waima North A1 Block XV Mangamuka Survey District
Part Certificates of Title:	NA65B/97 NA50C/1158



LOCATION DIAGRAM
Scale 1:60000
(Local Area: Motukiore)



8018

Sheet 1 of 2

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

Ian Gillanders 20/9/2006
Licenced Surveyor

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

M.L. Mulder 6/10/2006
Approving Surveyor

QUEEN ELIZABETH II NATIONAL TRUST
OPEN SPACE COVENANTS
within Lot 1 DP114611 & Waima North A1 Blk

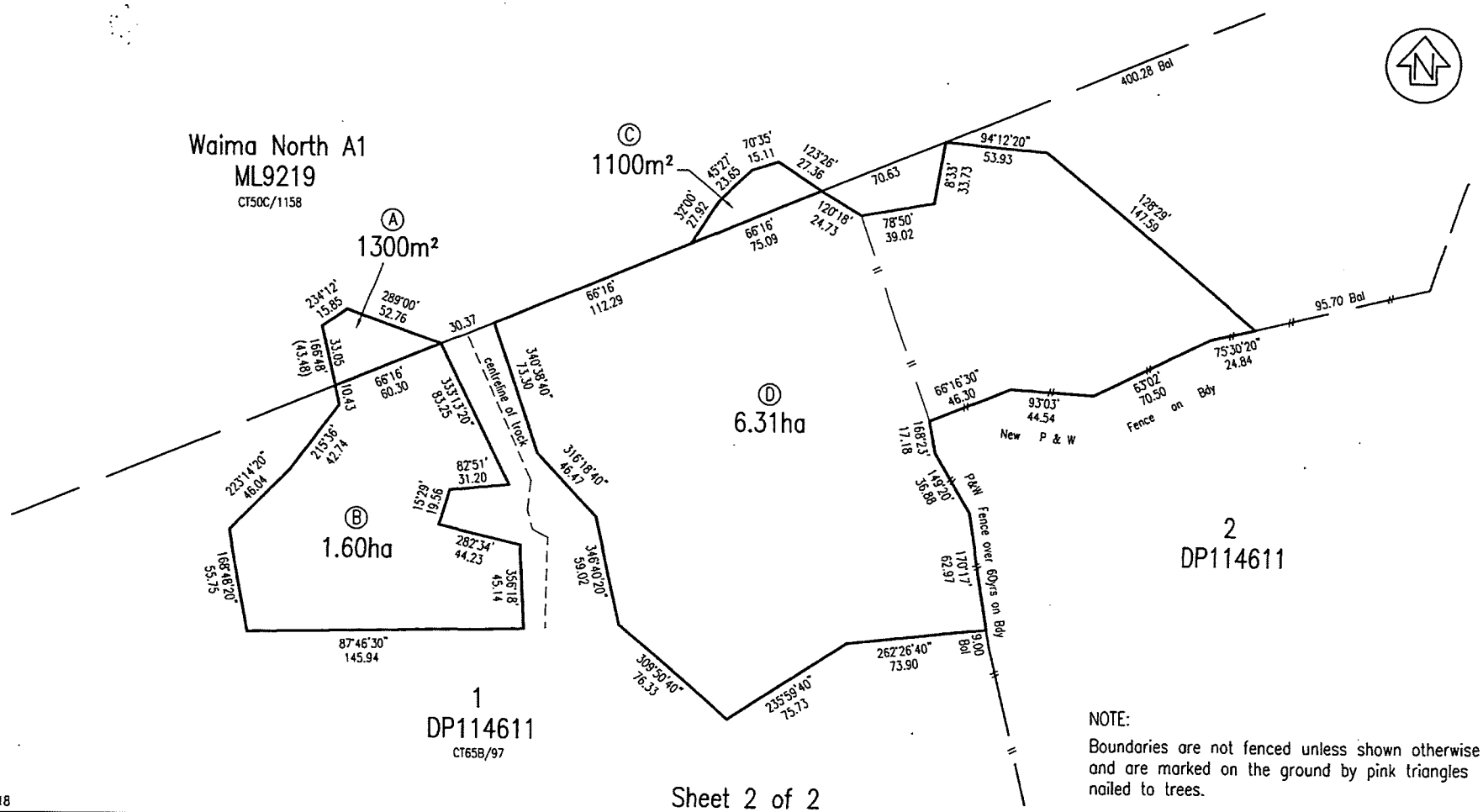
Total Covenant Area: 8.15ha approx
NORTH AUCKLAND LAND DISTRICT – Far North District

Photo: SN9935C Neg M/11 | Approx Scale @ A3: 1:6000approx | Sec Boundary
Photo Date: 04/03/2000 | File Ref: 5/2/857 | Covenant Bdy

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

Approved by Registered Proprietors: CT65B/97 & CT50C/1158

I.R Carr



NOTE:

Boundaries are not fenced unless shown otherwise and are marked on the ground by pink triangles nailed to trees.

8018

Sheet 2 of 2

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

Licenced Surveyor 20/9/2006

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

Approving Surveyor 6/10/2006

QUEEN ELIZABETH II NATIONAL TRUST
OPEN SPACE COVENANTS
within Lot 1 DP114611 & Waima North A1 Blk

Total Covenant Area: 8.15ha approx

NORTH AUCKLAND LAND DISTRICT – Far North District

Photo: SN9935C Neg M/11	Approx Scale @ A3: 1:2000	Sec Boundary
Photo Date: 04/03/2000	File Ref: 5/2/857	Covenant Bdy

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

Approved by Registered Proprietors: CT65B/97 & CT50C/1158

I.R Carr

IN WITNESS WHEREOF this Deed has been executed this 1st day of December 2006

by: **IAN RAY CARR**

as Covenantor

in the presence of:

Witness (Signed) .....

Name (Print) .....

Occupation Graham Macpherson Jones
Solicitor

Address Auckland

.....

.....

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



Chairperson _____

Director _____

Chief Executive _____

OPEN SPACE COVENANT

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

Correct for the purposes of the Land Transfer Act.

IR CARR
Covenantor

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

AND

THE QUEEN ELIZABETH THE SECOND NATIONAL TRUST

Landonline User ID: Queenentwep

LODGING FIRM: QE II National Trust

Address: PO Box 3341
Wellington 6145

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 5/2/857

HEREWITH

Survey Plan (#)	
Title Plan (#)	
Traverse Sheets (#)	
Field Notes (#)	
Calc Sheets (#)	
Survey Report	

Dealing / SUD Number: (LINZ Use only)

Priority Barcode/Date Stamp (LINZ use only)

COV 7821099.1 Covena
Cpy – 04/05, Pge – 012, 19/05/08, 14:40
Copies (inc. original)
DocID: 313118348

Plan Number Pre-Allocated or to be Deposited.

Rejected Dealing Number:

Other (state) Covenant

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES $ GST INCLUSIVE
1	NA65B/97 NA50C/1158	COV	Ian Ray Carr & QE II National Trust	60.00							$60.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Annotations (LINZ use only)

Original Signatures? _____

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

Version 1.7: 28 May 2004

COV 7821099.1 Covena
Cpy - 01/05, Pge - 012, 19/05/08, 14:40
DocID: 313118348

No. 5/2/857

OPEN SPACE COVENANT

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

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

AND WHEREAS IAN RAY CARR (hereinafter called **"the Covenantor"**) is registered as proprietor of an estate as set out in the Schedule of Land hereto (hereinafter called **"the Land"**) and has agreed to enter into an open space covenant with the Trust for the purpose and objectives set forth in Schedule 1 hereto.

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

THIS DEED FURTHER WITNESSES THE COVENANTOR AND THE TRUST HAVE MUTUALLY AGREED:

(a) To comply respectively with the terms and conditions set out in the Schedules hereto and with every applicable provision of the Act;

(b) The covenants and conditions contained in this Deed shall bind the Land in perpetuity;

(c) That if any question arises in the management of the Land that is not clearly covered in the purpose and objectives or terms and conditions of this Deed, then that question shall be resolved by the parties hereto in a manner that does not diminish the purpose and objectives or terms and conditions.

SCHEDULE 1

AGREED PURPOSE AND OBJECTIVES

The Covenantor and the Trust have mutually agreed the purpose of this Deed is to protect, maintain and enhance the open space values of the Land and to achieve the following particular objectives:

(a) Protection and enhancement of the natural character of the Land with particular regard to the indigenous flora and fauna and wetland ecosystem;

(b) Maintenance and enhancement of the landscape value of the Land;

(c) Encouraging where appropriate restoration of indigenous vegetation cover on the Land thereby enhancing the contribution the Land makes to the protection of indigenous biodiversity; and

(d) Prevent subdivision of the Land.

SCHEDULE 2

AGREED TERMS AND CONDITIONS

1. Interpretation and Declaration

1.1 In this Deed unless the context requires otherwise:

"the Board" means the board of directors of the Trust in terms of Section 4 of the Act.

the **"Covenantor"** is the owner of the Land who enters into the agreement with the Trust by executing this Deed.

"Chief Executive" means the person appointed under Section 18(1)(a) of the Act.

"Owner" means the person or persons who from time to time are registered as the proprietor(s) of **"the Land"**.

"the Land" means the land as described in Schedule 4 and more particularly as shown on the plan annexed to this Deed.

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

1.3 The reference to any Act in this Deed extends to and includes any amendment to, or substitution for, that Act.

2. Appearance and Condition of the Land

2.1 No act or thing shall be done or placed or permitted to be done or remain upon the Land which in the opinion of the Board materially alters the actual appearance or condition of the Land or is prejudicial to the Land as an area of open space as defined in the Act.

2.2 In particular, on and in respect of the Land, except with the prior written consent of the Trust, or as outlined in Schedule 3, the Owner agrees not to:

(a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.

(b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora.

(c) Introduce any substance injurious to plant life except in the control of pests.

(d) Mark, paint, deface, blast, move or remove any rock or stone or disturb the ground.

(e) Construct, erect or allow to be erected, any buildings or undertake exterior alterations to existing buildings.

(f) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind except for signs identifying the covenant or to indicate walking tracks that are or may be established on the Land.

(g) Carry out any prospecting or exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.

(h) Deposit any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the Land left in a clean and tidy condition.

(i) Allow any livestock on the Land.

(j) Cause deterioration in the natural flow, supply, quantity or quality of any river, stream, lake, wetland, pond, marsh or any other water resource affecting the Land.

2.3 In considering any request by the Owner for an approval in terms of Clause 2.2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work does not conflict with the purpose and objectives of this Deed as contained in Schedule 1.

3. Management of the Land

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

3.2 To assist in achieving the purpose and objectives of this Deed, a management plan will be prepared by the Owner and the Trust and reviewed from time to time.

4. Use of Land by Third Parties

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

(a) to inform the authority, body or person of this Deed;

(b) to inform the Trust as soon as possible; and

(c) not to consent to the work being done without consulting the Trust.

5. Fences and Gates

5.1 The Owner shall keep all fences and gates on the boundary of the Land in good order and condition and will accept responsibility for all repairs and replacement except in the case of property boundary fences where the provisions of the Fencing Act 1978 shall apply.

6. Entry and Access

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

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

(a) The Owner shall have regard to the purpose and objectives of this Deed in considering any request for entry and access;

(b) The Owner shall have the sole right to determine whether or not any request for permission for entry and access should be granted due to specific management issues relating to the Land; and

(c) In granting consent or permission for entry and access the Owner may determine conditions of such entry and access including any requirement for the Owner or any occupier of the Land to be indemnified from and against any loss, damage or injury suffered by the Owner or any occupier as a consequence of any person entering onto the Land.

7. Pest Plants and Animals

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

8. Fire

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

9. Action for Benefit of Land

9.1 The Owner or the Trust may at any time during the term of this Deed, by mutual agreement:

(a) carry out any works or improvements, or

(b) take any action either jointly or individually, or

(c) vary the terms of this Deed to ensure the more appropriate preservation of the Land as an open space in terms of the Act provided however any such variation is not contrary to the purpose and objectives of this Deed or Section 22A of the Act.

10. Notices

10.1 Any consent, approval, authorisation or notice to be given by the Trust may be given in writing signed by the Chief Executive and delivered or sent by ordinary post to the last known residential or postal address of the Owner or to the solicitor acting on behalf of the Owner.

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS RELATING TO THE LAND THE SUBJECT OF THIS DEED

1. Walking Tracks

1.1 After consultation with the Trust as to route, the Owner may form and maintain safe walking tracks no wider than one metre through the native vegetation on the Land.

2. Farm Track

2.1 The Owner may continue to use and maintain the existing farm vehicle and stock access track on the Land provided stock is not permitted to loiter, graze or damage the native vegetation.

3. Water Use

3.1 The Owner may take water from natural sources on the Land for domestic and stock purposes.

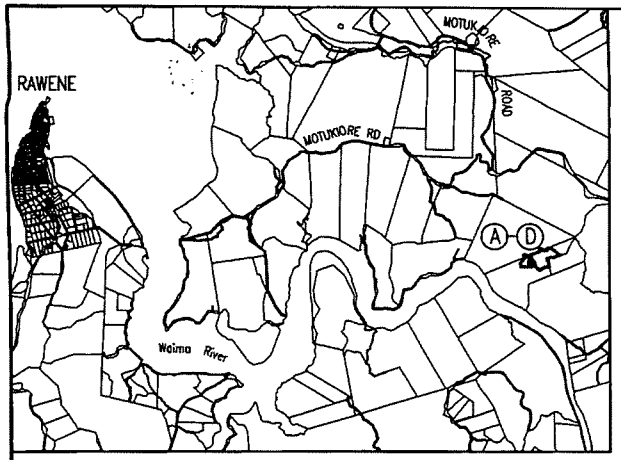
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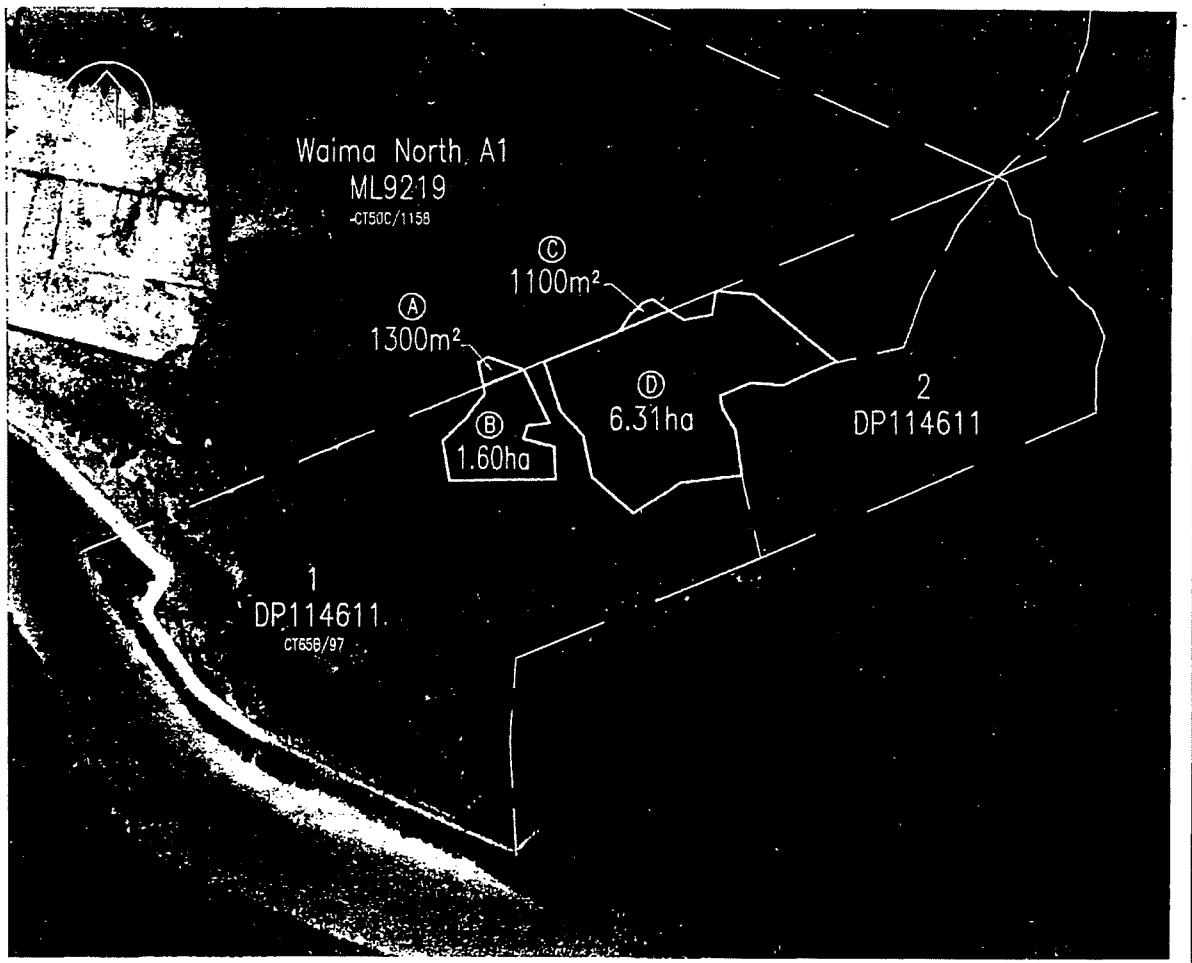
SCHEDULE 4

SCHEDULE OF LAND

Land Registry:	**NORTH AUCKLAND**
Estate:	Fee Simple
Area:	Area A = 0.1300 hectares
	Area B = 1.6000 hectares
	Area C = 0.1100 hectares
	Area D = 6.3100 hectares
	Total Area = 8.1500 hectares shown on aerial photodiagram
Lot & D.P. No. (other legal description)	Part Lot 1 DP 114611 and Part Waima North A1 Block XV Mangamuka Survey District
Part Certificates of Title:	NA65B/97 NA50C/1158



LOCATION DIAGRAM
Scale 1:60000
(Local Area: Motukiore)



8018

Sheet 1 of 2

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

Licenced Surveyor 20/9/2006

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

Approving Surveyor 6/10/2006

QUEEN ELIZABETH II NATIONAL TRUST
OPEN SPACE COVENANTS
within Lot 1 DP114611 & Waima North A1 Blk

Total Covenant Area: 8.15ha approx

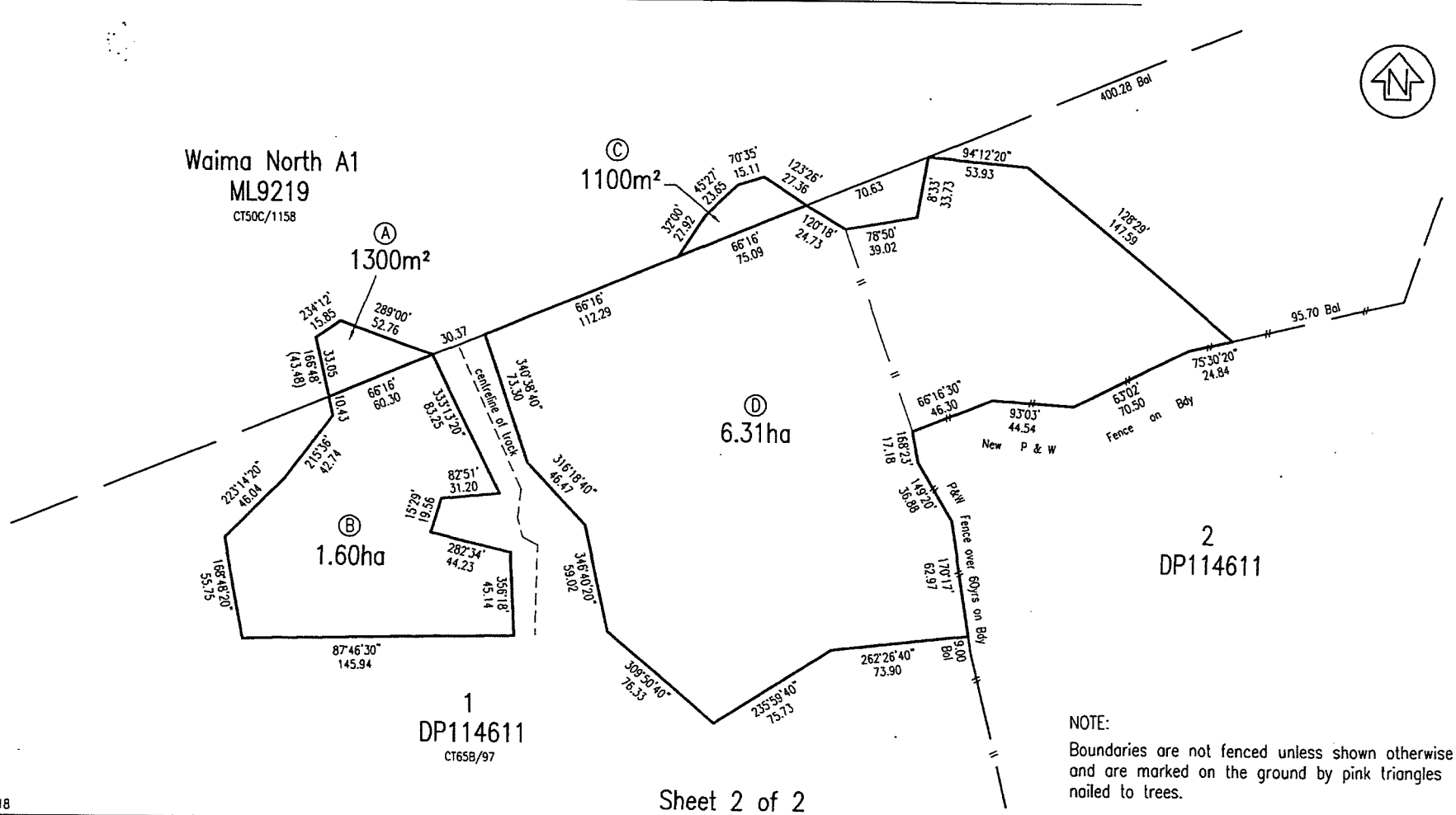
NORTH AUCKLAND LAND DISTRICT – Far North District

Photo: SN9935C Neg M/11 Approx Scale @ A3: 1:6000approx Sec Boundary ——
Photo Date: 04/03/2000 File Ref: 5/2/857 Covenant Bdy ——

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

Approved by Registered Proprietors: CT65B/97 & CT50C/1158

I.R Carr



8018

Sheet 2 of 2

NOTE:

Boundaries are not fenced unless shown otherwise and are marked on the ground by pink triangles nailed to trees.

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

Licenced Surveyor 20/9/2006

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Approving Surveyor 6/10/2006

QUEEN ELIZABETH II NATIONAL TRUST
OPEN SPACE COVENANTS
within Lot 1 DP114611 & Waima North A1 Blk

Total Covenant Area: 8.15ha approx

NORTH AUCKLAND LAND DISTRICT – Far North District

Photo: SN9935C Neg M/11
Photo Date: 04/03/2000
Approx Scale @ A3: 1:2000
File Ref: 5/2/857
Sec Boundary
Covenant Bdy

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

Approved by Registered Proprietors: CT65B/97 & CT50C/1158

I.R Carr

IN WITNESS WHEREOF this Deed has been executed this 1st day of December 2006

by: **IAN RAY CARR**

as Covenantor

in the presence of:

Witness (Signed) .....

Name (Print) .....

Occupation Graham Macpherson Jones
Solicitor
Auckland

Address .....

.....

.....

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



Chairperson _____

Director _____

Chief Executive _____

OPEN SPACE COVENANT

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

Correct for the
purposes of the Land
Transfer Act.

IR CARR
Covenantor

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

AND

THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST

Landonline User ID: Queenentwep

LODGING FIRM: QE II National Trust

Address: PO Box 3341
Wellington 6145

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 5/2/857

HEREWITH

Survey Plan (#)	
Title Plan (#)	
Traverse Sheets (#)	
Field Notes (#)	
Calc Sheets (#)	
Survey Report	

Dealing / SUD Number: (LINZ Use only)

Priority Barcode/Date Stamp (LINZ use only)

COV 7821099.1 Covena
Cpy – 04/05, Pgs – 012, 19/05/08, 14:40
Copies (inc. original)
DocID: 313118348

Plan Number Pre-Allocated or to be Deposited:

Rejected Dealing Number:

Other (state) Covenant

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES $ GST INCLUSIVE
1	NA65B/97 NA50C/1158	COV	Ian Ray Carr & QE II National Trust	60.00							$60.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Annotations (LINZ use only)

Original Signatures? _____

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

Version 1.7: 28 May 2004