

Application for resource consent or fast-track resource consent



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

1. Pre-Lodgement Meeting

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

Yes No

2. Type of consent being applied for

(more than one circle can be ticked):

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

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

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

Yes No

4. Consultation

Have you consulted with iwi/Hapū? Yes No

If yes, which groups have you consulted with?

Who else have you consulted with?

For any questions or information regarding iwi/hapū consultation, please contact:
The Resource Consents Planning Technicians, planning_technicians@fndc.govt.nz

8. Application site details

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

Name/s:

Site address/
location:

 Postcode

Legal description:

Val Number:

Certificate of title:

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

Site visit requirements:

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

Is there a dog on the property? Yes No

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

9. Description of the proposal

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

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

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

2009 2023

10. Would you like to request public notification?

Yes No

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

(more than one circle can be ticked):

Building Consent

Regional Council Consent (ref # if known)

National Environmental Standard Consent

Other (please specify)

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

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

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

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

Subdividing land

Disturbing, removing or sampling soil

Changing the use of a piece of land

Removing or replacing a fuel storage system

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

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

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

Flooding

Active Faults

Landslips

Liquefaction

Coastal Erosion

Tsunami

Coastal Inundation

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

14. Assessment of environmental effects:

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

Your AEE is attached to this application Yes

15. Draft conditions:

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

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

16. Billing Details:

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

Name/s: (please write in full)	<input type="text"/>	
Email:	<input type="text"/>	
Phone number:	<input type="text" value="Work"/>	<input type="text" value="Home"/>
Postal address: (or alternative method of service under section 352 of the act)	<input type="text"/> <input type="text"/> <input type="text" value="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)	<input type="text"/>	
Signature: (signature of bill payer)	<input type="text"/>	<input type="text" value="Date"/>

MANDATORY

17. Important Information:

Note to applicant

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

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

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

Fast-track application

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

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

Privacy Information:

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

18. Declaration

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

Name (please write in full)	<input type="text" value="Peter Hall"/>	
Signature	<input type="text"/>	<input type="text" value="Date 11-Jun-2026"/>

See overleaf for a checklist of your information...

14. 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)

Matauri Trustee Limited

Email:

Phone number:

Postal address:

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

Fees Information

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

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)

Stephen Law

Signature:

(signature of bill payer)

Date 10-Jun-2026

15. 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.

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.*

14. 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)

Matauri Trustee Limited

Email:

Phone number:

Postal address:

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

Fees Information

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

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)

Stephen Law

Signature:

(signature of bill payer)

10-Jun-2026

15. 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.



**PETER HALL
PLANNING LIMITED**

**Matauri Trustee Limited/Hyndman Property
Boundary Adjustments: 2003, 2105 & 2118
Wainui Road, Matauri Bay, Kaeo**

Matauri Trustee Limited

Assessment of Effects on the Environment

10 June 2026



Revision Summary

Report prepared by Peter Hall Planning Limited for

Rev:	Date:	Issue To:	Version:
A	29/05/26	Client	Draft
B	10/06/26	Far North District Council	Final

Contents

Resource Management Act 1991	1
Form 9: Application for resource consent	1
1.0 Introduction	3
Applicant and Property Details	5
2.0 Description of the Subject Sites and Neighbouring Sites	9
3.0 Proposal 12	
3.1 New Title Sizes	13
3.2 Easements	13
3.3 Amalgamations	13
3.4 Covenants	14
4.0 Reasons for the Application	14
4.1 Operative Far North District Plan 2009	14
4.2 Proposed District Plan	16
4.3 National Environment Standards	17
5.0 Assessment of Effects on the Environment	18
5.1 Schedule 4 of the RMA 1991	18
5.2 Assessment of Effects Approach	19
5.3 Allotment Sizes and Dimensions	20
5.4 Natural and Other Hazards	20
5.5 Water Supply/Stormwater Disposal and Sanitary Sewage Disposal	20
5.6 Energy Supply and Telecommunications	20
5.7 Top Energy Lines	20
5.8 Existing No Build Covenants	20
5.9 Provision for Access	21
5.10 Archaeology	21
5.11 Landscape and Natural Character of the Coastal Environment	25
5.12 Productive Land	26
5.13 Reverse Sensitivity and Land Use Compatibility	27
5.14 Access to Waterbodies	27
5.15 Precedent Effects	28
5.16 Conclusion of Assessment of Effects	29
5.17 Conditions	30
6.0 Policy Assessment	30

6.1	Section 104D RMA 1991	30
6.2	Operative District Plan	30
6.3	Proposed District Plan	32
6.4	Regional Policy Statement	34
6.5	New Zealand Coastal Policy Statement 2010 (amended 2025)	34
7.0	Part 2 of the RMA 1991	35
8.0	Notification	36
8.1	Public Notification	36
8.2	Limited Notification	38
8.3	Conclusion of Notification Assessment	39
9.0	Section 106 RMA Matters	39
10.0	Conclusion	39

Appendices

Appendix 1	Boundary Adjustment Subdivision Scheme Plan
Appendix 2	Records of Title
Appendix 3	Pre Application Meeting Minutes
Appendix 4	Clough and Associates Report

Resource Management Act 1991

Form 9: Application for resource consent

To: Far North District Council

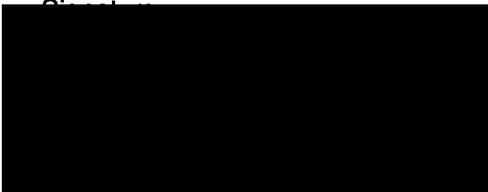
1. **Matauri Trustee Limited**, apply for the following type(s) of resource consent: **a subdivision consent, for boundary adjustments.**
2. The activity to which the application relates (the **proposed activity**) is as follows: **To adjust the boundaries between Lot 1 Deposited Plan 545586 and Part Matauri 2E Block owned by Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited (20.9743 hectares more or less) and the adjoining titles comprising Lot 1 Deposited Plan 609059/Part Matauri 2J Block (47.4100 hectares more or less) and Lot 3 Deposited Plan 609059/Lot 5 Deposited Plan 609059/Lot 6 Deposited Plan 609059 (210.5300 hectares more or less), both owned by Matauri Trustee Limited.**
3. The sites at which the proposed activity is to occur is as follows:
Matauri Trustee Limited:
Lot 1 Deposited Plan 609059/Part Matauri 2J Block
Lot 3 Deposited Plan 609059/Lot 5 Deposited Plan 609059/Lot 6 Deposited Plan 609059 (2118 Wainui Road, Matauri Bay, Kaeo)
Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited:
Lot 1 Deposited Plan 545586 and Part Matauri 2E Block (2003 Wainui Road, Matauri Bay, Kaeo)
4. The full name and address of each owner or occupier (other than the applicant) of the site to which the application relates are as follows:
Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited (owner and occupier of Lot 1 Deposited Plan 545586 and Part Matauri 2E Block)
5. **There are no other activities** that are part of the proposal to which this application relates.
6. **No additional resource consents are needed** for the proposal to which this application relates.
7. I **attach** an assessment of the proposed activity's effect on the environment that—
 - (a) includes the information required by clause 6 of Schedule 4 of the Resource Management Act 1991; and
 - (b) addresses the matters specified in clause 7 of Schedule 4 of the Resource Management Act 1991; and
 - (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.
8. I **attach** an assessment of the proposed activity against the matters set out in Part 2 of the Resource Management Act 1991.
9. I **attach** an assessment of the proposed activity against any relevant provisions of a document referred to in section 104(1)(b) of the Resource Management Act 1991, including the information required by clause 2(2) of Schedule 4 of that Act.

10. I **attach** information that adequately defines the following (where relevant):

- (a) the position of all new boundaries; and
- (b) the areas of all new allotments; and
- (c) the locations and areas of any new reserves to be created, including any esplanade reserves and esplanade strips; and
- (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips; and
- (e) the locations and areas of any parts of the bed of a river or lake to be vested in the territorial authority under section 237A of the Resource Management Act 1991; and
- (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 of the Resource Management Act 1991); and
- (g) the locations and areas of land to be set aside as new roads.

Date: 10/06/26

Signed



Peter Hall (Peter Hall Planning Limited)

(Applicant/person authorised to sign on behalf of applicant)

Contact details

Electronic address for service of applicant: peter@phplanning.co.nz

Telephone: 0274 222118

Postal address (or alternative method of service under section 352 of the Act): Peter Hall Planning Limited, PO Box 226, Shortland Street, Auckland 1140.

Contact person: Peter Hall

1.0 Introduction

Matauri Trustee Limited (**the applicant**) seeks subdivision consent for boundary adjustments between its landholdings and the neighbouring property on Wainui Road, Matauri Bay, Kaeo.

The boundary adjustments will occur between two of the titles making up in part the 345ha Opounui Farm property owned by the applicant (**the Matauri Trustee property** which is held in four titles), and the adjoining 20.97ha property owned by Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited which is held in a single title (**the Hyndman property**).

The Matauri Trustee Opounui Farm property is a large farm with areas of regenerating native vegetation and has some existing and consented but yet unbuilt dwellings, an airstrip, roading, dams and farm buildings. The Hyndman property is occupied by a dwelling and associated outbuildings, with the balance of the property in a mix of pasture and bush.

The Hyndman property spans Wainui Road. Its bush block on the southern side of Wainui Road comprising some 2.92ha will be amalgamated with the adjoining Matauri Trustee title to the south comprising 210.53ha, which is part of the Opounui Farm.

A 12.54ha portion of the coastal side of the Hyndman property will also be amalgamated with an adjoining Matauri Trustee title to the east comprising 47.41 ha.

In total, some 15.46ha (subject to survey) of the Hyndman property will be transferred to two of the existing titles in the Matauri Trustee Opounui Farm property.

The residual area of the land on the Hyndman property following the boundary adjustments (shown as Lot 1 on the Subdivision Scheme Plan) will be 5.51ha (subject to survey) and contain the existing dwelling and outbuildings there.

These boundary adjustments are shown on the Williams and King Subdivision Scheme Plan at **Figure 1 below** and included at **Appendix 1**. This Figure is marked up with green arrows to show the transfer of the parcels of land proposed with these boundary adjustments.

No additional titles will be created with the boundary adjustments and no new residential entitlements or building platforms created. No physical works are required to implement the boundary adjustments, with easements to be created over the existing driveway serving the Hyndman property, and that property otherwise self-contained in respect to services. Appropriate easements will be put in place for this purpose.

The boundary adjustments will allow the pasture and bush on the Hyndman property to be managed as part of the much larger Matauri Trustee Opounui Farm.

The location of the new boundary has been determined following negotiation between the two owners and following site investigations by the project surveyor Williams and King, archaeologist Clough and Associates and the Opounui Farm manager. This has been to determine a new boundary that maintains the existing dwelling, outbuildings and on-site services within one title and access thereto on the Hyndman property, allows for effective management of the balance land as part of Opounui Farm, and avoids any impact on archaeological sites.

This Assessment of Effects on the Environment (**AEE**) report has been prepared in accordance with Schedule 4 of the RMA 1991 and, as required by that Act, includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

Schedule of New Easements (to be conditional to the RC)				
Purpose	Shown	Burdened Land	Benefited Land	
Right of Way	A	Lot 1 DP 609059	Lot 1 hereon	
Right of Way	B & K	Lot 2 hereon	Lot 1 hereon	
Right of Way	C & D	Lot 1 hereon	Lot 2 hereon & Lot 1 DP 609059	

Schedule of New Easements (not to be conditional to the RC)				
Purpose	Shown	Burdened Land	Benefited Land	
Right to convey water	L	Lot 2 hereon	Lot 1 hereon	

Schedule of Existing Easements in gross to be retained				
Purpose/Interest	Shown	Burdened Land	Benefited Land	Created By
Right to transmit and convey Electricity & Telecommunications	H & J	Lot 2 hereon		D328434.1

Schedule of Existing Easements to be surrendered				
Purpose/Interest	Shown	Burdened Land	Benefited Land	Created By
Right of Way	A	Lot 1 DP 609059	Lot 1 DP 545586	E1 11937606.5
Right of Way	B	Lot 2 hereon	Lot 2 DP 545586	E1 11937606.6
Right of Way	C & D	Lot 1 hereon	Lot 2 DP 545586	E1 11937606.6

The easements created by E1 11937606.5 & E1 11937606.6 are subject to Section 243 (a) Resource Management Act 1991 (243(a) certificates to be required)

EXISTING COVENANTS TO REMAIN:

Areas D, E, G & I are subject to an existing (no build) covenant [11937606.7 & 12815191.1]

Area F is subject to an existing (no build) covenant [11937606.7 & 12815191.2]

AMALGAMATIONS:

The existing amalgamation condition requiring Lot 1 DP 545586 & Pt Matauri 2E Blk together is to be cancelled [241(3) certificate required]

That Lot 2 be transferred to the owner of Lot 1 DP 609059 (1203806) and that one Record of Title be issued to include both parcels

That Part Matauri 2E Block be transferred to the owner of Lot 6 DP 609059 (1203809) and that one Record of Title be issued to include both parcels

SHEET TITLE:	
Proposed Subdivision of Lot 1 DP 545586	
Local Authority:	Far North District Council
District Plan Zone:	Rural Production
Height Datum:	-
Local Reference:	-
Contour Interval:	Major - Minor -
Address:	2003 Wainui Road, Kaero
CFR Ref:	926787 Area 18.0470 ha.
GENERAL DISCLAIMERS	
AREAS AND MEASUREMENTS ARE SUBJECT TO FINAL SURVEY	
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.	
JOB/CLIENT:	
Matauri Trustees Ltd	
Job No:	29476.08
File:	Subsime Plan v1.jod
Surveyed	Name Date
Drawn	KW March 2026
Rev No.	V2 25 March 2026
Williams & King	
Registered Land Surveyors, Planners & Land Development Consultants	
27 Hobson Ave PO Box 837, Kerikeri Tel: 08-407 8000 Fax: 08-407 8002 Email: kerikeri@surveyandplanning.co.nz	
SCALE @ A3 1:3000	SHEET No 1/1



Figure 1: Proposed Boundary Adjustment Subdivision Scheme Plan (Williams and King 2026 - mark up in green by Peter Hall Planning Limited)



Figure 2: House on the Hyndman Property (view looking west from Matauri Trustee property existing boundary)

Applicant and Property Details

An application form has been completed on line. The summary details relating to the applicant and subject sites are as follows:

To:	Far North District Council
Applicant's Name:	Matauri Trustee Limited
Address for Service:	Peter Hall Planning Limited Level 3, 43 High Street Auckland 1010 Attn: Peter Hall Phone: 0274222118 Email: Peter@phplanning.co.nz
Address for Fees:	Matauri Trustee Limited TGT Legal PO Box 4039 Shortland Street Auckland 1140 Attn: Pravir Tesiram/Stephen Law
Site Addresses:	2003, 2105 and 2118 Wainui Road, Kaeo 0478
Legal Description/Area:	Lot 1 Deposited Plan 545586 and Part Matauri 2E Block (ID 926787) (20.9743 hectares more or less) Lot 1 Deposited Plan 609059/Part Matauri 2J Block (ID 1203866) (47.4100 hectares more or less)

	Lot 3 Deposited Plan 609059/Lot 5 Deposited Plan 609059/Lot 6 Deposited Plan 609059 (ID 1203869) (210.5300 hectares more or less) (refer Records of Title, in Appendix 2)
Owner/Occupier Name and Address:	Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited Matauri Trustee Limited
<u>Operative Far North District Plan 2009 (see figure below)</u>	
Zoning:	General Coastal/Rural Production
Designations / Limitations:	Outstanding Landscape
<u>Proposed Far North District Plan 2022 (see figure below)</u>	
Zoning:	Rural Production
Designations / Limitations:	Outstanding Natural Landscape/High Natural Character/Coastal Environment
Pre-Application Meeting Reference Number:	CDM-2026-11(Gio Alagao) 28-Oct-2025 (see meeting minutes attached at Appendix 3)



Figure 3: Location Plan



Figure 4: Lot 1 Deposited Plan 545586 and Part Matauri 2E Block (Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited) (Source: LINZ Land Record Search Online)



Figure 5: Lot 1 Deposited Plan 609059/Part Matauri 2J Block (Matauri Trustee Limited) (Source: LINZ Land Record Search Online)

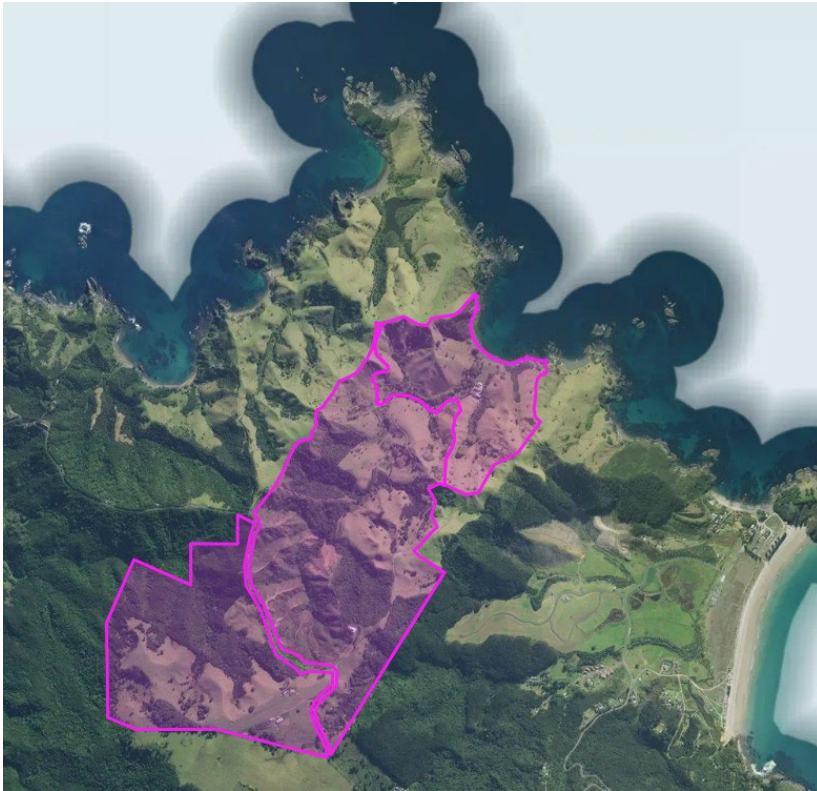


Figure 6: Lot 3 Deposited Plan 609059/Lot 5 Deposited Plan 609059/Lot 6 Deposited Plan 609059 (Matauri Trustee Limited)
(Source: LINZ Land Record Search Online)

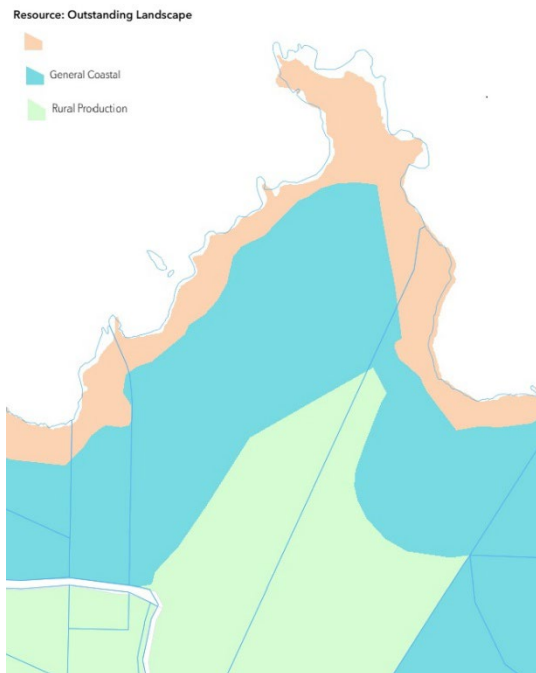


Figure 7: Operative District Plan 2009 Zoning and Overlays



Figure 8: Proposed Far North District Plan Overlays

2.0 Description of the Subject Sites and Neighbouring Sites

The Matauri Trustee Opounui Farm property is a large 345ha coastal farm with areas of regenerating native vegetation and has some existing and consented but yet unbuilt dwellings, an airstrip, roading, dams and farm buildings. The land is steep with some narrow valley flats reaching inland from small bays. As set out in the Clough and Associates Archaeological Assessment Report at **Appendix 4**, there are several prominent Pā on the property, although none within proximity to the boundary adjustments proposed with this application.

The Matauri Trustee property is comprised of 4 titles, with those themselves being the subject of a now completed boundary adjustment consent in 2021¹. New titles for the Opounui Farm were issued in 2026 following that and the subject application is made in respect to two of those new titles.

In 2022 resource consent was granted to Matauri Trustee Limited for an addition and alteration to the existing homestead at Parua Bay on the property and for a new barn, which was to be used also for

¹ Resource Consent Number: 2220280-RMASUB

accommodation and which qualified as a second residential unit there². Those works have been completed.

In 2023, resource consents were granted for the construction of two new dwellings on the western coastal side of the property known as the “Lake House” (adjoining a large dam) and the “Boat Ramp House” (adjoining a boat ramp)³. Both land use consents have a 10-year lapse date.

The four titles which make up the Matauri Trustee Opounui Farm property, and notable characteristics of these relevant to the ‘existing environment’⁴ are described in the table below.

Title ID and Legal Description	Owner	Area (ha)	Existing and Consented Features	Part of Application Site for boundary adjustment
ID 1203866 Lot 1 Deposited Plan 609059 and Part Matauri 2J Block	Matauri Trustee Limited	47.41ha	Has no buildings. Location of the consented boat ramp and consented boat ramp house and its associated barn (the barn comprising a second dwelling). Consent yet to be implemented. A 12.54ha (subject to survey) portion of the coastal side of the Hyndman property will be amalgamated with this title under the proposed boundary adjustment.	Yes
ID 1203867 Lot 2 Deposited Plan 609059	Matauri Trustee Limited	54.62ha	Has no buildings. Location of the consented lake house and its associated barn (the barn comprising a second dwelling). Consent yet to be implemented.	No
ID 1203869 Lot 3 Deposited Plan 609059 and Lot 5 Deposited Plan 609059 and Lot 6 Deposited Plan 609059	Matauri Trustee Limited	210.53ha	The homestead and its associated barn (comprising two dwellings in total) occupy the land at Parua Bay on this title. A manager’s house is located up close to Wainui Road where the land rises up to. The title spans Wainui Road, with farm a workers accommodation dwelling, farm buildings and an airstrip on the flat plateau on the portion on the opposite side of Wainui Road.	Yes

² Resource Consent Number: 2220326-RMALUC

³ Resource Consent Numbers: 2220735-RMALUC and 2220736-RMALUC (both reissued under s133A of the RMA 1991 with a minor correction on lapse date in January 2025).

⁴ RMA 1991 case law has confirmed that the “environment” includes the environment as it may be modified by permitted activities and the implementation of resource consents which have been granted and which are likely to be implemented.

			A 2.92ha (subject to survey) portion of the coastal side of the Hyndman property will be amalgamated with the section of this title on the opposite side of Wainui Road from the main block under the proposed boundary adjustment.	
ID 1203868 Lot 4 Deposited Plan 609059	Matauri Trustee Limited	32.76ha	Has no buildings.	No

The Hyndman property is occupied by a dwelling and associated outbuildings, with the balance of the property in a mix of pasture and bush. This is set out in the table below.

Title ID and Legal Description	Owner	Area (ha)	Existing and Consented Features	Part of Application Site for boundary adjustment
ID 926787 Lot 1 Deposited Plan 545586 and Part Matauri 2E Block	Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited	20.97ha	Has a dwelling, outbuildings, a small boat ramp, garden area served by irrigation from a small dam and roading access to Wainui Road.	Yes

Adjoining to the west of the Hyndman property is a 57.8ha coastal Matauri 2B Block that spans to Te Ngaire Bay. The property is owned by Opiri LLC and is in bush with areas of open grassland. The property has several dwellings, the closest being 0.6km in a direct line westwards of the Hyndman property boundary.

Also adjoining to the west of the Hyndman property, and sharing a boundary also with the large 210.53ha Matauri Trustee property Lot 2 Deposited Plan 609059, is the 62.5026ha Matauri 2F2B Block. The property is bisected by Wainui Road, and is for the most part in bush, with some dwellings and outbuildings and pasture at the Te Ngaire Bay western end. This title type is a Partition Order with multiple owners.



Figure 9: Subject and Adjoining Titles as described above (Data Source: LINZ 2026)

3.0 Proposal

The applicant seeks subdivision consent for boundary adjustments between its landholdings and the neighbouring property on Wainui Road, Matauri Bay, Kaero.

The boundary adjustments will occur between two of the titles making up in part the 345ha Opounui Farm property owned by the applicant (**the Matauri Trustee property** which is held in four titles), and the adjoining 20.97ha property owned by Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited which is held in a single title (**the Hyndman property**).

The Matauri Trustee property is a large farm with areas of regenerating native vegetation and has some existing and consented but yet unbuilt dwellings, an airstrip, roading, dams and farm buildings. The Hyndman property is occupied by a dwelling and associated outbuildings, with the balance of the property in a mix of pasture and bush.

The Hyndman property spans Wainui Road. Its bush block on the southern side of Wainui Road comprising some 2.92ha will be amalgamated with the adjoining Matauri Trustee title to the south currently comprising 210.53ha, which is part of the Opounui Farm.

A 12.54ha portion of the coastal side of the Hyndman property will also be amalgamated with an adjoining Matauri Trustee title to the east currently comprising 47.41 ha.

In total, some 15.46ha (subject to survey) of the Hyndman property will be transferred to two of the existing titles in the Matauri Trustee Opounui Farm property.

3.1 New Title Sizes

With the boundary adjustment, the Matauri Trustee Limited title shown as Lot 1 Deposited Plan 609059 on the Subdivision Scheme Plan at **Appendix 1** will be increased in size by 12.54ha from 47.41ha to 59.95ha (subject to survey).

The Matauri Trustee Limited title comprising Lot 3 Deposited Plan 609059/Lot 5 Deposited Plan 609059/Lot 6 Deposited Plan 609059, will be increased in size by 2.9273ha from 210.53ha to 213.4573ha.

The Hyndman property will be reduced in size from 20.9743ha to 5.510ha area (subject to survey) with the residual area encompassing the existing dwelling, outbuildings, garden and utilities. This is shown as Lot 1 on the Subdivision Scheme Plan.

No new titles will be created with the boundary adjustment.

3.2 Easements

The Subdivision Scheme Plan at **Appendix 1**, sets out the schedule of new easements (both conditional and not conditional to the resource consent), easements in gross to be retained, and existing easements to be surrendered.

The following new easements will be created for the purpose of right of way access (conditional to the resource consent):

Schedule of New Easements (to be conditional to the resource consent)			
Purpose	Shown	Burdened Land	Benefited Land
Right of Way	A	Lot 1 DP609059	Lot 1 hereon
Right of Way	B&K	Lot 2 hereon	Lot 1 hereon
Right of Way	C&D	Lot 1 hereon	Lot 2 hereon & Lot 1 DP609059

3.3 Amalgamations

The Subdivision Scheme Plan at **Appendix 1**, sets out the amalgamations to be cancelled and created as follows:

- The existing amalgamation condition requiring Lot 1 DP 545586 & Pt Matauri 2E Blk together is to be cancelled [241(3) certificate required].
- That Lot 2 be transferred to the owner of Lot 1 DP 609059 (1203866) and that one Record of Title be issued to include both parcels.
- That Part Matauri 2E Block be transferred to the owner of Lot 6 DP 609059 (1203869) and that one Record of Title be issued to include both parcels.

3.4 Covenants

The existing covenants will remain as follows, with those areas shown on the Subdivision Scheme Plan at **Appendix 1**:

- Areas D, E G & I are subject to an existing (no build) covenant [11937606.7 & 12815191.1]
- Area F is subject to an existing (no build) covenant [11937606.7 & 12815191.2]

4.0 Reasons for the Application

4.1 Operative Far North District Plan 2009

Rule 13.7.1 of the Operative Plan sets out the performance standards for boundary adjustments to be considered as a controlled activity.

Where these standards are not met, then the application will be considered under the relevant zone rules set out in Rules 13.7.2 to 13.7.10.

The performance standards from Rule 13.7.1 are set out in the table below, with the proposed boundary adjustment assessed against these.

13.7.1 Boundary Adjustments Performance Standards	
<i>Boundary adjustments to lots may be carried out as a controlled (subdivision) activity provided that:</i>	
Standard	Assessment
<i>(a) there is no change in the number and location of any access to the lots involved; and</i>	The existing access driveway serving the Hyndman property remains the same. Complies
<i>(b) there is no increase in the number of certificates of title; and</i>	No additional titles will be created with the boundary adjustment Complies
<i>(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</i>	The Hyndman property will be reduced in size below the minimum 20ha in the General Coastal Zone which applies over Lot 1 Deposited Plan 545586 (ie the coastal side of the property from Wainui Road) and the minimum 20ha of the Outstanding Landscape overlay which applies over the coastal edge of this part of the property. The Hyndman property will be reduced in size from 20.9743ha to 5.510ha area, and therefore not meet the minimum lot size of 20ha. Will not comply The Matauri Trustee Limited titles will continue to comply with the minimum 20ha lot sizes at

	59.95ha and 213.4573ha respectively (subject to survey).
<i>(d) the area affected by the boundary adjustment is within or contiguous with the area of the original lots; and</i>	The area affected by the boundary adjustment is contiguous with the area of the original lots. Complies
<i>(e) all boundary adjusted sites must be capable of complying with all relevant land use rules (e.g building setbacks, effluent disposal); and</i>	The boundary adjusted sites are capable of complying with all relevant land use rules. Of particular note, the proposed new boundary of the 5.510ha area Hyndman property ensures compliance with the following relevant provisions of the General Coastal Zone: 10.6.5.1.2 RESIDENTIAL INTENSITY - The rule does not limit the use of a site created pursuant to Rule13.7.2.1 (Table 13.7.2.1) for a single residential unit for a single household. Consent is sought in this application to create a site pursuant to Rule13.7.2.1 ⁵ .
<i>(f) all existing on-site drainage systems (stormwater, effluent disposal, potable water) must be wholly contained within the boundary adjusted sites.</i>	The new proposed boundary on the Hyndman property has been positioned to ensure that existing on-site drainage systems are wholly contained within the boundary adjusted sites. In particular the onsite system of collection, storage and reticulation of potable water is contained within the proposed Lot 1. Complies

As set out in the above table, the boundary adjustment will reduce the Hyndman Property below the minimum 20ha in the General Coastal Zone which applies over Lot 1 Deposited Plan 545586 (ie the coastal side of the property from Wainui Road) and the minimum 20ha of the Outstanding Landscape overlay which applies over the coastal edge of this part of the property.

Of note here is that the Hyndman Property is both split zoned between the Rural Production Zone and the General Coastal Zone, with the Outstanding Landscape overlay applying also in part (see **Figure 7** above).

The Operative Plan describes how to apply minimum lot sizes in these circumstances in the following clauses:

- 13.7.2.4 LOTS DIVIDED BY ZONE BOUNDARIES

“Where an allotment is shown on the Zone Maps as having two or more zones applicable, a subdivision along a zone boundary shall be a controlled (subdivision) activity, provided that the resulting lot complies with the minimum controlled activity lot size applicable in that zone except in the General Coastal Zone where subdivision will be assessed as a restricted-discretionary activity

⁵ Rule 13.7.2.1 specifies that every allotment to be created by a subdivision shall comply either with the conditions of a resource consent or with the minimum standards specified as follows in Table 13.7.2.1, and shall comply with all other relevant zone rules, except as provided for in Rules 13.7.2.4, 13.7.2.5, 13.7.2.6 and 13.7.2.7.

and provided that any subdivision of a lot divided by a boundary between the Minerals Zone and any other zone is a restricted discretionary activity (refer to Rule 13.7.2.1 and Table 13.7.2.1)”.

13.7.2.5 SITES DIVIDED BY AN OUTSTANDING LANDSCAPE, OUTSTANDING LANDSCAPE FEATURE OR OUTSTANDING NATURAL FEATURE

“ ...

Where a site contains, or is divided by the boundary of an Outstanding Landscape, Outstanding Landscape Feature or Outstanding Natural Feature, and the area within the landscape or feature is smaller than the lot sizes provided for in Rule 13.7.2.1(xix) of Table 13.7.2.1, the whole of the site must be taken as Outstanding Landscape, Outstanding Landscape Feature or Outstanding Natural Feature and Rule 13.7.2.1(xix) applies over the entire site”.

In this case and with reference to 13.7.2.5 above:

1. the Hyndman property is divided by the boundary of an Outstanding Landscape overlay;
2. the area within the landscape or feature is smaller than the lot sizes provided for in Rule 13.7.2.1(xix) (ie the coastal strip where the Outstanding Landscape overlay applies is less than 20ha);
3. therefore, the whole of the site must be taken as Outstanding Landscape and Rule 13.7.2.1(xix) (ie the minimum lot size of 20ha) applies over the entire site.

Based on this assessment therefore, a minimum lot size for the site as a whole is 20ha.

Turning then to rule 13.7.2.1(xix), which applies the subdivision standards for the Outstanding Landscape overlay, subdivision below 20ha that is not a management plan subdivision is not provided for by the rule as a discretionary activity.

Similarly, under rule 13.7.2.1(viii), which applies the subdivision standards for the General Coastal Zone, subdivision below 20ha that is not a management plan subdivision is also not provided for by the rule as a discretionary activity.

Rule 13.11 “Non-complying Activities” from Chapter 13 of the Operative Plan specifies that subdivision is a non-complying activity where a subdivision activity does not comply with the standards for a discretionary (subdivision) activity. Based on this rule, the creation of a lot smaller than the minimum lot size of 20ha which applies by virtue of both the General Coastal Zone and the Outstanding Landscape Overlay, is a **non-complying activity**.

4.2 Proposed District Plan

The subdivision rules of the Proposed District Plan 2022 relevant to this application do not have legal effect at the time of lodgement of this application.

The subdivision rules of the Proposed District Plan that do have legal effect are not relevant and/or are not triggered by this application; namely:

- SUB-R6 Environmental benefit subdivision
- SUB-R13 Subdivision of a site within a heritage area overlay
- SUB-R14 Subdivision of a site that contains a scheduled heritage resource
- SUB- R15 Subdivision of a site containing a scheduled site and area of significance to Māori
- SUB-R17 Subdivision of a site containing a scheduled SNA

The boundary adjustment is not for any of the above types of subdivision.

Proposed Plan Rule SUB-R1 CON-1 states that boundary adjustments that comply with SUB-S1 Minimum allotment sizes for controlled activities is also a controlled activity. Where compliance is not achieved with CON-1 it is a restricted discretionary activity. The subdivision will not comply with the minimum lot size of 40ha in the Proposed Plan, meaning that it would be a restricted discretionary activity.

The subdivision chapter of the Proposed Plan is subject to submissions which have been heard, although decisions in relation to those hearings have not been released. At this point in its statutory process, these provisions do not have legal effect. As discussed further in the AEE below, while the relevant subdivision rules from the Proposed Plan have no legal effect, some regard should still be had to the objectives and policies of the Proposed Plan, applying correct weighting to these. An assessment against these objectives and policies is set out in section 7.0 below.

4.3 National Environment Standards

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

The National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NESCSC) is a nationally consistent set of planning controls and soil contaminant values. It ensures that land affected by contaminants in soil is appropriately identified and assessed before it is developed - and if necessary the land is remediated or the contaminants contained to make the land safe for human use.

Section 5 of the NESCSC sets out the circumstances where the regulations apply. The land covered by the regulations is described in section 5, subsections (7) and (8).

The subject sites are not land covered by the regulations because:

- an activity or industry described in the “HAIL”⁶ is not and has not been undertaken on it (section 5(7)).
- Although production land in so far stock are grazed, no activities involving fuel storage systems or sampling or disturbance are proposed. The boundary adjustment will not be subdivision of land in a way that causes the piece of land to stop being production land. In this regard, the existing dwelling use of the Hyndman property, and the productive use of the balance (productive potential at least) will remain with its transfer to the Matauri Trustee property.

4.3.2 Resource Management (National Environmental Standards for Freshwater) Amendment Regulations 2020 (version as at 15 January 2026)

The NES: freshwater regulates activities that pose risks to the health of freshwater and freshwater ecosystems. No land disturbance, discharges or any other such activities covered by these regulations are proposed with this application.

⁶ The Hazardous Activities and Industries List (HAIL) is a compilation of activities and industries that are considered likely to cause land contamination. Those activities that may typically occur in a rural setting such as sheep dipping yards and intensive horticulture are not and have not been present on the subject sites in the location of the proposed boundary adjustment.

5.0 Assessment of Effects on the Environment

5.1 Schedule 4 of the RMA 1991

This assessment has been prepared in accordance with the requirements of sections 6 and 7 of Schedule 4 of the RMA 1991. In summary and in respect of these matters:

5.1.1 Section 6 (Schedule 4) 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:

The activity will not result in any significant adverse effects on the environment, and therefore no assessment of alternatives is required.

(b) an assessment of the actual or potential effect on the environment of the activity:

These matters are addressed in the relevant parts of section 5.0 of this AEE.

(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:

The activity does not include the use of hazardous installations.

(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:

The proposal will not involve any discharges.

(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 particular mitigation measures are necessary in this case.

(f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted:

A pre application meeting was held with the Council (see minutes at **Appendix 3**). No significant issues were identified at this meeting. The need for an assessment of the potential to create an adverse precedent was identified, with the response confirming that will not be the case set out in section 5.15 below.

Given the nature of the application, further consultation is not considered warranted. In particular, the proposal will not result in any land use change or physical works, and will not have no adverse effects on any resource management values of the site.

(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:

The scale and significance of the activity's effects, as described in section 5.0 of the AEE, are such that monitoring will not be required.

(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).

There are no protected customary rights that the activity may have an adverse effect on.

(2) A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.

The requirements of the relevant policy statement and plans have been incorporated into this AEE.

5.1.2 Section 7 (Schedule 4) Matters that must be addressed by assessment of environmental effects

(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:

(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:

(f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or hazardous installations.

These matters are assessed to the extent they are relevant to the proposal in the relevant parts of section 6.0 of this AEE.

(2) The requirement to address a matter in the assessment of environmental effects is subject to the provisions of any policy statement or plan.

The requirements of the relevant policy statement and plans have been incorporated into this AEE.

5.2 Assessment of Effects Approach

As a non-complying activity, all relevant actual and potential effects, including positive and adverse effects are addressed in such detail as corresponds with the scale and significance of the effects that the activity may have on the environment⁷.

The Operative District Plan rule 13.11 "Non-Complying (Subdivision) Activities, specifies that the Council will use the assessment criteria in 13.10 as a guide when assessing non-complying subdivision activities in conjunction with the matters set out in Sections 104, 104B, 104D and 106 of the Act. Accordingly, the matters set out in 13.10 of the Operative Plan that are relevant to this application have been used as the basis for the effects headings assessed below, with the addition of 'precedent effects'.

⁷ Schedule 4, clause 2, RMA 1991

5.3 Allotment Sizes and Dimensions

The proposed allotments are of sufficient area and dimensions to provide for the intended purpose or land use, being rural-residential and farming, including operational and maintenance requirements of these activities.

5.4 Natural and Other Hazards

Coastal and flooding hazards are mapped by the Northland Regional Council, with that mapping incorporated into the Proposed Plan (see **figure 8** above). No flooding hazards are mapped over the subject site in a way that would be exacerbated by the proposed boundary adjustments. The boundary adjustments do not propose nor necessitate building platforms or their access provision to be within or move closer to areas that may be subject to natural hazards.

5.5 Water Supply/Stormwater Disposal and Sanitary Sewage Disposal

Water supply, stormwater disposal and sanitary sewage disposal arrangements are unaffected by the boundary adjustments and will continue to adequately serve the subject sites.

The Hyndman property has on-site servicing, with water supply from a collection device to tanks and at a high point above the house then gravity reticulation to the house. Wastewater and stormwater disposal is onsite. The position of the proposed new boundary has been determined to ensure that these areas are fully contained within the new Lot 1 being the residual Hyndman property.

A garden area within a small valley flat has also been included within a small leg of Lot 1. This area is currently served by irrigation from a small dam further up the valley. The right to convey water from this dam to the garden will be maintained with proposed easement “L” over Lot 2 in favour of Lot 1. This is not a potable water supply, being for garden irrigation and general property use only.

The boundary adjustment has no impact on water supply, stormwater disposal and sanitary sewage disposal arrangements on the Matauri Trustee property, with the existing dwelling and consented dwellings on those respective titles being some distance from the subject boundary and in any event not relying on this part of the property for their respective services.

5.6 Energy Supply and Telecommunications

The existing dwelling and outbuildings on the Hyndman property is not served by reticulated electricity supply or telecommunications, being self-sufficient in this regard. That is not proposed to change with the boundary adjustment.

5.7 Top Energy Lines

An easement in gross currently applies over the Hyndman property in relation to Top Energy lines, providing a right to convey electricity and telecommunications. This easement in gross is proposed to be retained (shown as “H” & “J” on the Subdivision Scheme Plan at **Appendix 1**).

5.8 Existing No Build Covenants

The following existing covenants will remain:

- Areas D, E G & I are subject to an existing (no build) covenant (11937606.7 & 12815191.1).
- Area F is subject to an existing (no build) covenant (11937606.7 & 12815191.2).

The covenant area marked “G” & “I” currently apply to a partly open area of elevated land on the Hyndman property adjoining Wainui Land and apply a no build restriction over this area.

The covenant area marked “D” & “E” also currently apply to the Hyndman property in relation to a width of land running parallel with the ridge and the boundary shared with the Matauri Trustee property and apply a no build restriction here.

The covenant area marked “F” applies to the Matauri Trustee property, along the same ridge as areas “D” and “E” and applies a no build restriction here along this shared boundary.

5.9 Provision for Access

The existing formed access drive to the dwelling and outbuildings will be retained, and new access constructed or required to be constructed to serve the boundary adjusted lots. The existing access is of a suitable driveway width, gradient and formation to serve the dwelling on the Hyndman property. Running along and down off the ridge dividing the properties that are the subject of this application, it provides all-weather access to the dwelling.

Legal access to the Hyndman property will be provided by way of the right of way easements described above in this AEE. These are shown on the Subdivision Scheme Plan as easement “A”, “B” and “K” over Lot 2 in favour of Lot 1.

5.10 Archaeology

Clough and Associates have prepared an Archaeological Assessment of the proposed boundary adjustment (refer **Appendix 1**).

Kim Tatton, archaeologist from Clough and Associates undertook a field assessment with the project surveyor and the applicant’s farm manager to determine the best position for the proposed new boundary. The purpose of this assessment is to ensure that the new boundary avoids any impacts on archaeological sites.

The outcome of that assessment, including the historical context of the property, is included in the Archaeological Assessment.

Drawing on previous archaeological assessments and the field assessment, Clough and Associates show out on a map the recorded archaeological sites on the combined properties which is reproduced **below**, with the accompanying table of descriptions and locations⁸.

The Archaeological Assessment advises that the new boundary and fence line that will be established between the two proposed new lots will run along the northern and western foot of a spur above the eastern side of Whau Bay and then across the Waimitimiti Creek valley floor to adjoin an existing fenceline. A farm track from the right of way runs down the northern slope of this spur. No archaeological features were identified during the field survey along the proposed new boundary and fence line.

The Archaeological Assessment also identifies the location of Māori terrace features which straddle the existing boundaries along the coastal spur which currently separates the Hyndman property and the Matauri Trustee property (site reference P04/59)⁹. No changes to the boundary will occur at this point. This map is also reproduced **below**. It is noted also that Areas D, E and F which also straddle the boundary here subject to the no build covenants as discussed above.

⁸ Figure 7 and Table 1 Clough and Associates 2026

⁹ Figure 21 Clough and Associates 2026

The Clough and Associates Report concludes that collectively the properties contain an extensive archaeological landscape. Large heavily defended pā sites are located on the high ridgeline peaks and precipitous coastal headlands of the Matauri Trustees property, surrounded by open settlements with terraces, several pit groups and evidence of cultivation¹⁰.

Four archaeological sites were previously recorded in the north of the Hyndman property comprising of a shell midden in Whau Bay (P04/84), a Ditch/Pit/Terrace site on the spur above the eastern side of Whau Bay (P04/85), possible crop marks (Māori Horticulture?) on the ridge line immediately behind the headland on the eastern side of Whau Bay (P04/86) and a Pit/Terrace (Ridge Pā?) site on the same ridge line, which forms the boundary between the two subject properties (P04/59).

Sites P04/84, P04/85 and P04/86 were not relocated during the field survey. Terrace site P04/59 was relocated on the north end of the main north-south running ridge line on the boundary of the two properties. It comprises of a series of terraces along the ridge line north of the access road and water collection structure on the Hyndman Block on both sides of the boundary fence. Infilled pits may be present on the larger terraces.

The ArchSite site records for these archaeological sites have been updated by Clough and Associates and is provided in appendix to the Archaeological Assessment.

The Archaeological Assessment makes the following conclusions¹¹:

- The boundary adjustment will not create any additional titles but would realign the boundary to better reflect existing land use and ownership arrangements.
- A recorded archaeological site P04/59 Terraces, straddles both properties along the existing boundary and fence line, which will remain unchanged. Existing (no build) covenants (Areas E & F) are located over the northern end of this ridgeline and the majority of site P04/59 and the recorded location of site P04/86. Therefore, these sites will not be impacted upon by the proposed activity.
- No archaeological sites were identified within the new boundary and fence line to be established between the two new lots (Lots 1 & 2) within the Hyndman Block. The existing right of way and house on the Hyndman Block will also remain unchanged and no further development is proposed.

Under the Recommendations section of the Archaeological Assessment, Clough and Associates conclude that there are no constraints on the proposed boundary adjustment subdivision on archaeological grounds, since no archaeological values will be affected by the proposed activity¹².

The Archaeological Assessment also sets out the process for accidental discovery of subsurface archaeological evidence.

¹⁰ Refer "Summary of Results", Clough and Associates 2026

¹¹ Refer "Conclusions", Clough and Associates 2026

¹² Refer "Recommendations", Clough and Associates 2026



Figure 9: Recorded archaeological sites on the subject properties which are outlined in black (source: ArchSite, from Clough and Associates 2026)

NZAA Site No.	Imperial Site No.	Site Type	NZTM Easting	NZTM Northing	Name
P04/42	N8/10	Pā	1682399	6123862	<u>Puketarata</u>
P04/57	N8/26	Pā	1681274	6123907	Tapahuerua
P04/58	N8/28	Pā	1681496	6124918	<u>Opepe</u>
P04/59	N8/29	Pit/Terrace / Ridge Pā?	1680925	6124381	
P04/60	N8/30	Pā - Island	1680998	6124658	
P04/65	N8/35	Terraces	1682101	6123362	
P04/66	N8/36	Pit/Terrace	1681998	6124561	
P04/67	N8/37	Pā	1681963	6125151	<u>Opounui</u>
P04/68	N8/38	Terraces/Pit/? <u>Garden</u>	1681706	6125129	
P04/69	N8/39	Pits/Terrace (Open settlement)	1681797	6124960	
P04/70	N8/40	Terraces/? <u>Pits</u>	1681797	6124760	
P04/71	N8/41	Terraces	1681146	6124610	
P04/72	N8/42	<u>Pits?</u> /Terraces/ Ditches	1681501	6123360	
P04/82	N8/52	Terraces (Open Settlement)	1680550	6124007	
P04/83	N8/53	Terraces	1680649	6124108	
P04/84	N8/54	Midden (Shell)	1680749	6124208	
P04/85	N8/55	Ditches/Pit/Terrace	1680849	6124308	
P04/86	N8/56	Māori Horticulture?	1680849	6124408	
P04/227	N8/3	Pits	1681796	6125160	

Figure 10: Recorded archaeological sites on and in proximity to the subject properties. The sites highlighted are located on the existing Hyndman Property (Source: Clough and Associates 2026)

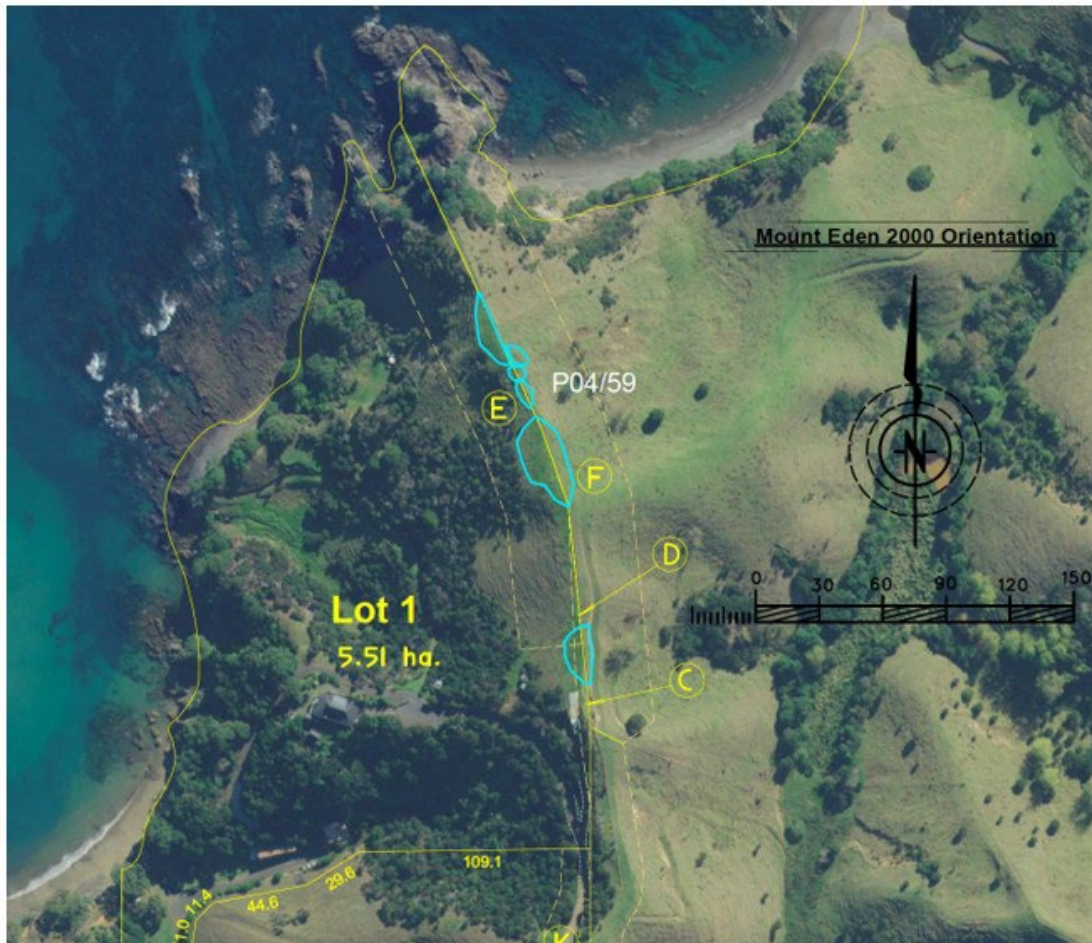


Figure 11: The location and extent of terrace features (blue outlines) of site P04/59 on the proposed boundary adjustment scheme plan (Source: Clough and Associates 2026)

5.11 Landscape and Natural Character of the Coastal Environment

The assessments of landscape and natural character values for Northland from the Northland Regional Policy Statement (RPS) has been used to identify these values in relation to the sites. That work forms the basis for the mapping of these values carried through also into the Proposed Plan.

These assessments and mapping better represent the landscape and natural character values applicable to the sites because they are more current than the equivalent which informed the Operative Plan’s mapping of “Outstanding Landscapes” only from the early 2000s. They also reflect more recent practices and current policy prescriptions, including the New Zealand Coastal Policy Statement 2010 (NZCPS).

These overlays, as they are recorded in the Proposed Plan are reproduced above in this report in **Figure 8**.

An assessment against policies relevant to these features is set out below. In terms of effects, there will of course be no physical change from the boundary adjustment, apart from a new fenceline along the new boundary between the proposed Lot 1 and 2. This boundary line does not divide any area identified as being of High Natural Character, with that confined to the coastal vegetation north and immediately west of the existing dwelling on the Hyndman property, plus the inland vegetation

running up to Wainui Road. As such there will be no adverse physical impacts (through for example fencing) or impacts on the ability to manage these areas as a cohesive area of vegetation.

The Outstanding Natural Landscapes overlay is shown over all of the Hyndman property and the land on the coastal side of a dominant ridge on the Matauri Property.

This Outstanding Natural Landscape is identified in the Proposed Plan as “Mahinepua and Matauri area coast” (reference 27).

This landscape unit is described in the RPS Worksheet as a convoluted and complex coastline featuring numerous small headlands, embayments/coves, reefs and beaches. The worksheet describes the landscape characterisation, including the comment that *“whilst the coastal fringe has a predominantly natural character, adjacent landward areas are typically in some form of productive or residential/holiday home use”*.

The Hyndman property typifies that descriptor, with its coastal edge and interior section straddling Wainui Road being in coastal vegetation and featuring also pastureland and a dwelling on a relatively prominent spur.

With no physical work (other than a new fence line) or additional development potential created, the proposed boundary adjustments will not alter these defined values or characteristics, nor give rise to any effects on landscape values.

5.12 Productive Land

The boundary adjustments will have no adverse effects on the productive capacity of the subject land - in fact the opposite with a positive benefit accruing.

By combining the small area of pastureland on the Hyndman property with the much larger Opounui Farm operation on the Matauri Trustee property, there will be an improvement in the productive capacity of the land. This is albeit a small improvement in its productive potential, as a result of being able to be managed as part of the much larger operational Opounui Farm, where it will be under the management and expertise of a dedicated farm manager there, rather than as part of the current large lifestyle block. It is nonetheless a positive effect rather than an adverse effect of the proposed boundary adjustment.

For completeness and insofar as that relates to certain conclusions of the policy assessment below, none of the land that is the subject of this assessment is “Highly Productive Land” (being land classified as either Land Use Capability (LUC) 1, 2 3). Therefore, the subjective will have no effect on versatile or elite soils, or the productive potential of those soils. The subject land is classified as LUC 6, 7 and 8 which are shown on the figure **below** and are described by Manaaki Whenua Landcare Research as follows¹³:

- LUC 6 - Non-arable. Slight to moderate limitations to pastoral use, suitable for pasture, tree crops and forestry and in some cases vineyards. Erosion is generally the dominant limitation.
- LUC Class 7 - Non-arable. Moderate to very severe limitations to pastoral use. High-risk land requiring active management to achieve sustainable production. Can be suited to grazing with intensive soil conservation measures but more suited to forestry.
- LUC Class 8 - Very severe to extreme limitations to all productive land uses, arable, pastoral or commercial forestry. Suitable for erosion control, water management and conservation.

¹³ https://ourenvironment.scinfo.org.nz/maps-and-tools/app/Land%20Capability/Iri_luc_main



Figure 11: Land Use Capability Mapping (from Manaaki Whenua Landcare Research website 2026)

5.13 Reverse Sensitivity and Land Use Compatibility

With no new building platforms created, nor any new dwellings enabled on the residual Hyndman property, there will be no adverse reverse sensitivity¹⁴ effects created on the continued farming operation of the Matakauri Trustee property or on rural uses on any other adjoining or nearby property.

Similarly, and for the same reason, the boundary adjustments will not give rise to any adverse effects in relation to land use compatibility between rural land uses and other uses that might be sensitive to rural land uses.

5.14 Access to Waterbodies

There is currently no public access to the coastal marine area (CMA) over the subject sites, nor over adjacent sites. The closest public access to the CMA is at Te Ngaire (being some 1.7km measured around the coastline to the west) and Matakauri Bay (being some 4.5km measured around the coastline to the east). None of the properties between Te Ngaire and Matakauri Bay have any esplanade reserves or public access to the coast.

The proposed boundary adjustment does not create a title smaller than 4ha. Therefore, in terms of section 230 of the RMA 1991, there is no mandatory requirement to vest an esplanade reserve with the proposed boundary adjustment.

The boundary adjustment will not impact on any existing public access to water, and with the nearest such access some considerable distance in both directions from the property, and with that coastline

¹⁴ Reverse sensitivity is the vulnerability of a lawfully established activity to a new activity or land use. It arises when a lawfully established activity causes potential, actual or perceived adverse environmental effects on the new activity, to a point where the new activity may seek to restrict the operation or require mitigation of the effects of the established activity.

steep and rocky, and no esplanade reserve on either side, there is no obvious benefit from the provision of either public access to the coast nor a requirement under the RMA 1991 to create an esplanade reserve with subdivision.

5.15 Precedent Effects

As is discussed further below in section 6.0 Policy Assessment, approval of the proposed boundary adjustments will result in the Hyndman property title at 5.51 being smaller than the 20ha minimum lot size otherwise allowed by the Operative District Plan in the Coastal Zone and the 40ha minimum lot size otherwise allowed by the Proposed District Plan in the Rural Production Zone.

Fundamentally, consent to one particular resource consent application does not automatically create a precedent in relation to others, particularly where the circumstances of the application are such as to not be applicable to apply to the generality of sites across the district.

Such particular circumstances apply in this instance, which are not applicable across the generality of sites; namely:

- The boundary adjustment will allow larger area of the Hyndman site to be managed as part of the large adjoining Opounui Farm owned by the Matauri Trustee Limited, under the same management regime there. The transfer therefore of the pasture and bush of the Hyndman property to the Matauri Trustee property allows for an efficient management of the land and its productive and conservation potential.
- With the boundary adjustment, the Matauri Trustee Limited title shown as Lot 1 Deposited Plan 609059 will be increased in size by 12.54ha from 47.41ha to 59.95ha (subject to survey). The Matauri Trustee Limited title comprising Lot 3 Deposited Plan 609059/Lot 5 Deposited Plan 609059/Lot 6 Deposited Plan 609059, will be increased in size by 2.9273ha from 210.53ha to 213.4573ha. In neither case will this increase the subdivision or residential development potential of either of these 'recipient sites' under either the Operative or Proposed District Plan; with neither increasing by a factor of either 20ha or 40ha (being the areas required under the Operative and Proposed District Plans respectively for the creation of an additional residential entitlement or additional lot).
- The Hyndman property already relies on the Matauri Trustee property for its sole access via a right of way easement up to Wainui Road. The Hyndman property otherwise is self-contained in terms of services. With this accessway in place and no need to put in place additional services for either property, no physical works are required to implement the boundary adjustment.
- The Hyndman property already has a dwelling, outbuildings and all its necessary services on site. None of this will change with the boundary adjustment.
- No additional coastal lots or development/subdivision potential will arise with the boundary adjustment.
- A logical line for the new boundary has been selected, with fencing along here having no impact on any identified resource management values of the site.
- The boundary adjustment proposal has come about following negotiations between the two adjoining landowners, with the particular circumstances not readily (if at all) transferable to other sites within the district.

In any event, were a precedent to be created (which it will not), this would not be an undesirable precedent, with the boundary adjustment providing for the positive land management effects discussed above.

5.16 Conclusion of Assessment of Effects

In conclusion, no adverse actual and potential effects of the proposed boundary adjustments will arise as summarised below:

- The proposed allotments are of sufficient area and dimensions to provide for the intended purpose or land use, being rural-residential and farming, including operational and maintenance requirements of these activities.
- The boundary adjustments do not propose nor necessitate building platforms or their access provision to be within or move closer to areas that may be subject to natural hazards.
- Water supply, stormwater disposal and sanitary sewage disposal arrangements are unaffected by the boundary adjustment and will continue to adequately serve the subject sites.
- Top Energy lines and the applicable easements will remain in place.
- The existing formed access drive to the dwelling and outbuildings will be retained, and new access constructed or required to be constructed to serve the boundary adjusted lots.
- As concluded by Clough and Associates, there are no constraints on the proposed boundary adjustments on archaeological grounds, since no archaeological values will be affected by the proposed activity.
- The new boundary line does not divide any area identified as being of High Natural Character, with that confined to the coastal vegetation north and immediately west of the existing dwelling on the Hyndman property, plus the inland vegetation running up to Wainui Road. As such there will be no adverse physical impacts (through for example fencing) or impacts on the ability to manage these areas as a cohesive areas of vegetation.
- The Outstanding Natural Landscapes overlay is shown over all of the Hyndman property and the land on the coastal side of a dominant ridge on the Matauri Property. With no physical work (other than a new fence line) or additional development potential created, the proposed boundary adjustments will not alter the values or characteristics of the outstanding natural landscape over the subject sites, nor give rise to any effects on landscape values.
- The boundary adjustments will have no adverse effects on the productive capacity of the subject land - in fact the opposite with a positive benefit accruing, by combining the small area of pastureland on the Hyndman property with the much larger Opounui Farm operation.
- With no new building platforms created, nor any new dwellings enabled on the residual Hyndman property, there will be no adverse reverse sensitivity effects created on the continued farming operation of the Matauri Trustee property or on rural uses on any other adjoining or nearby property.
- The boundary adjustments will not impact on any existing public access to water, and with the nearest such access some considerable distance in both directions from the property, and with that coastline steep and rocky, and no esplanade reserve or coastal public access on either side, there is no obvious benefit from the provision of either public access to the coast nor a requirement under the RMA 1991 to create an esplanade reserve with subdivision.
- Particular circumstances apply to the proposal that are not applicable across the generality of sites in the district such to create a precedent effect. In any event, were a precedent to be created (which it will not), this would not be an undesirable precedent, with the boundary adjustments providing for the positive land management effects discussed above.

5.17 Conditions

In this instance, conditions on the consent need only be the functional requirements of a subdivision; namely the provision of a survey plan under s223 of the RMA, including all easements, amalgamations and cancellations. No s224(c) conditions are considered necessary in relation to the provision of roading or services, and no consent notices required to manage any effects on the environment. It is understood that the Council may wish to impose a consent notice condition recording that reticulated power supply or telecommunication services are not a requirement of this subdivision consent.

6.0 Policy Assessment

In accordance with Section 104(1)(b) of the Resource Management Act 1991 ('RMA'), this part of the report addresses the following statutory documents which are relevant to the assessment of this proposal:

- Operative Far North District Plan
- Proposed Farm North District Plan
- Northland Regional Policy Statement (RPS)
- New Zealand Coastal Policy Statement (NZCPS)
- Part 2 of the RMA 1991

6.1 Section 104D RMA 1991

Section 104D of the RMA 1991 provides particular restrictions for non-complying activities. This section states that a consent authority may grant a consent for a non-complying activity only if it is satisfied that it meets one of two tests; being that the adverse effects of the activity will be minor, or the application is for an activity which will not be contrary to the objectives and policies of the relevant operative and proposed plans.

With respect to the first limb of this section 104D gateway test, there are no adverse effects identified in section 5.0 above of this AEE that will be more than minor. Although only one of these tests needs to be met under s104D, for completeness, and as set out in the sections below, the proposal will not be 'contrary to' the objectives and policies of the Operative and Proposed District Pan.

In this regard RMA caselaw has long established that the phrase 'contrary to', in the context of section 104D, means 'repugnant to' or 'opposed to' the objectives and policies considered as a whole. It is therefore not enough that a proposal does not find direct support among the objectives and policies, or is even opposed to just some of them, in order to not meet this statutory test¹⁵.

6.2 Operative District Plan

The General Coastal Zone applies to the Hyndman property on the coastal side of Wainui Road and the coastal side in general of the adjoining Matauri Trustee property. The new boundary position will be within the General Coastal Zone.

¹⁵ For example, see *Monowai Properties Ltd v Rodney District Council* (Environment Court, Auckland A 215/03, 12 December 2003, Judge Thompson)

The general objectives and policies of the Coastal Environment in general are set out in Chapter 10 of the Operative Plan, with the specific objectives and policies applying in addition to these, set out in section 10.6.

Objective 10.3.1 seeks to manage coastal areas in a manner that avoids adverse effects from subdivision, use and development. Where it is not practicable to avoid adverse effects from subdivision use or development, but it is appropriate for the development to proceed, the objective directs that the adverse effects of subdivision use or development should be remedied or mitigated. As set out in section 5.0 above, no adverse effects will arise from the proposed boundary adjustment, meaning this objective is readily satisfied.

Objective 10.3.2 seeks to preserve and, where appropriate in relation to other objectives, to restore, rehabilitate protect, or enhance the various values of the coastal environment. In relation to the subject site, these values include the natural character of the coastline and coastal environment, outstanding landscapes and water quality and soil conservation. As discussed in section 5.0 of this AEE, there will be no adverse effects on these values.

This objective is implemented by policy 10.4.1, whereby the Council only allows 'appropriate' subdivision, use and development in the coastal environment. Measured against the specific matters contained within this policy, the proposed boundary adjustment is an appropriate subdivision because it avoids adverse effects on the natural character of the coastal environment and locates the new boundary in a position that avoids adverse effects on heritage features, outstanding landscapes, and indigenous vegetation.

Objective 10.3 seeks to secure future public access to and along the coast, lakes and rivers (including access for Māori) through the development process and specifically in accordance with the Esplanade Priority Areas mapped in the District Plan. Neither the subject sites nor the adjoining properties are mapped in the District Plan as Esplanade Priority Areas.

Objective 10.6.3.1 specifically applicable to the General Coastal Zone seeks to provide for appropriate subdivision, use and development consistent with the need to preserve its natural character. Objective 10.6.3.2 seeks to preserve the natural character of the coastal environment and protect it from inappropriate subdivision, use and development. Objective 10.6.3.3 seeks to manage the use of natural and physical resources (excluding minerals) in the general coastal area to meet the reasonably foreseeable needs of future generations. Combined, these objectives recognise that appropriate subdivision is acceptable within the General Coastal Zone where that is consistent with the need to preserve its natural character. As concluded above, the subdivision will have no impact on existing natural character, through physical works nor through additional development potential.

The objectives and policies relevant to subdivision are set out in Chapter 13 of the Operative District Plan, and cover either the functional aspects of subdivision discussed in section 5.0 of this AEE (provision for access, avoidance of natural hazards etc) or consideration of effects on the specific RMA values of land, as covered more particularly by the Coastal Environment objectives above. There are no specific objectives and policies relating to boundary adjustments requiring consideration here, with this simply being regarded as another form of subdivision in terms of these objectives and policies.

As noted above, the Rural Production Zone applies to the portion of the Hyndman property, and that of the Matauri Trustee property, on the landward side of Wainui Road. These lots are proposed to be amalgamated with the proposed boundary adjustment.

The objectives and policies of the Rural Production Zone are set out in section 8.6 of the Operative Plan. These at objective 8.6.3.2 seek to enable the efficient use and development of the Rural Production Zone in a way that enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety. By combining the parcels, the boundary adjustment will provide for a more efficient management of the landholdings. The boundary

adjustment has no negative impact on the need to promote rural productive values as expressed in these policies, such as to avoid remedy or mitigate the adverse effects of incompatible uses (objective 8.6.3.7) or enabling activities and services that have a functional need to be located in rural environments (objective 8.6.3.8).

The coastal edge of the subject sites is subject to an Outstanding Landscape notation (see figure 7 above). The mapping of this was done under the auspices of the previous 1994 NZCPS and not the 2010 NZCPS, and so can not be regarded as complete in terms of current policy direction (in contrast the RPS and Proposed Plan mapping done under the 2010 NZCPS and associated objectives and policies can be regarded as complete and current and are discussed further below). Notwithstanding that, the proposed boundary adjustment still accords with the objectives and policies of the Operative Plan relating to Outstanding Landscapes as they are set out in section 12.1.3 and 12.1.4 of the Operative Plan. Notably here, the boundary adjustment achieves the directive to protect outstanding landscapes from inappropriate, subdivision use and development.

6.3 Proposed District Plan

In discussing the objectives and policies of the Proposed District Plan below, the versions contained in the Recommendations of the Hearing Panel (released to the public on 25 May 2026) have been used. These have various amendments in response to submissions and hearings and it is acknowledged that these do not yet represent the actual decisions of the Council (that being made at an Extraordinary Council Meeting on 11 June 2026), with public notification of those decisions to follow before the end of June.

That said, given that the actual Council decisions on submissions have not yet been publicly notified and the appeal period on Council decisions is yet to commence, and given the generally wide ranging nature of submissions (and potential appeal yet to be made), it is concluded that limited weight can be placed on these Proposed Plan matters until firstly decision area released and then until the end of the appeal period.

Greater weight may be able to be placed on those objectives and policies of the Proposed Plan which implement the RPS and 2010 NZCPS, simply because they are a more accurate reflection of the current policy direction provided by those documents, when compared to the Operative Plan. In particular, these are the objectives and policies contained in Part 2 “Coastal Environment”, “Natural Features and Landscapes” and “Public Access”.

None of the provisions relevant to the proposed boundary adjustment application had or have immediate legal effect at notification.

The assessment below sets out the Proposed Plan’s objectives and policies and considers the boundary adjustment against those.

The applicable zone objectives and policies come from the Rural Production zone, with the subject sites in their entirety contained within the Rural Production zone under the Proposed Plan.

Objective RPROZ-O1 seeks that the Rural Production zone is managed to ensure its availability for primary production activities and its long-term protection for current and future generations. Objective RPROZ-O2 seeks that the Rural Production zone is used for primary production activities, ancillary activities that support primary production, lawfully established existing activities and other compatible activities that have a functional need to be in a rural environment. The proposed boundary adjustment will align with these outcomes: allowing for the inland portion of the Hyndman property to join the more productive land unit of the Matauri Trustee property.

In relation to subdivision, these outcomes are implemented by policy RPROZ-P6, which is to ‘avoid’ subdivision that fragments land into parcel sizes that are no longer able to support farming or forestry activities and provides for rural lifestyle living unless there is an environmental benefit, or is around

an existing residential unit. In respect to these matters, the proposed subdivision will result in a boundary position better able to support farming activities by combining the balance with the adjoining Matauri Trustee property. As acknowledged in this policy (as added by in the Hearing Panel recommendations version), there is the policy provision also for subdivision around an existing residential unit, which the proposal accords with.

Policy RPROZ-P7 sets out the relevant matters when assessing and managing the effects of land use and subdivision in the Rural Production Zone. With respect to these:

- the proposal will increase production potential in the zone;
- by not resulting in change, the proposal will ensure the consistency with the scale and character of the rural environment;
- no reverse sensitivity effects on primary production activities and existing infrastructure will be created and no loss of highly productive land will occur;
- no adverse effects on historic heritage and cultural values, natural features and landscapes or indigenous biodiversity will occur.

The Proposed Plan sets out the specific objectives and policies relevant to subdivision, and more particularly at policy SUB-P1, relevant to boundary adjustments. Policy SUB-P1 (as amended in the Hearing Panel recommendations version) seeks to enable boundary adjustments that 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.

Conditions ii and iii are met with the proposed boundary adjustment (ie the number and location of the accessway and number of certificates of title will not be changed). Condition i regarding the degree of compliance with District Plan rules and standards will not be met, with the boundary adjustment resulting in the Hyndman property increasing the existing extent of non-compliance with the minimum lot size of 40ha under the Proposed Plan.

Reference is then made to policy SUB-P8 which is to 'avoid' rural lifestyle subdivision except in the specific circumstances provided for. Fundamentally of course the subject boundary adjustment is not a rural lifestyle subdivision in that it doesn't create any new rural lifestyle lots. The general form of the subdivision finds support in this policy where (as amended in the Hearing Panel recommendations version), subdivision in and around an existing residential unit is provided for. The purpose of this allowance is to provide for ability for existing dwellings on rural lots to be subdivided off - providing the balance of the land remains as a potentially productive land unit in the Rural Production Zone. Again, while no new lot is being created with this application, the policy intent here is still met - the boundary adjustment provides for the existing dwelling, while allowing the balance land to be added to the adjoining farm.

This alignment with the Proposed Plan's policy direction is confirmed with an evaluation against the relevant objectives and policies of the Rural Production Zone. These focus on ensuring that the Rural Production zone is managed to ensure its availability for primary production activities (Objective RPROZ-O1), the Rural Production zone is used for primary production activities, ancillary activities that support primary production, lawfully established existing activities and other compatible activities (Objective RPROZ-O2) and that land and subdivision in the Rural Production zone does not compromise the use of land for primary production activities (Objective RPROZ-O3). For the reasons above, all of these objectives are met with the proposed boundary adjustment.

As noted above, the coastal sides of the subject sites (generally north of Wainui Road) and shown on **Figure 8** are identified with the Outstanding Natural Landscape (**ONL**) in the Proposed Plan. These

at objective NFL-O1 seek to ensure that ONL are protected from inappropriate land use and development. Aligning with the NZCPS, these also seek to avoid adverse effects of land use and subdivision on the characteristics, and qualities and values that make an ONL coastal environment outstanding. For the reasons set out in section 5.0 of this AEE, no adverse effects will arise on the characteristics, and qualities and values of the subject ONL. The existing house was in place when this ONL was first identified, physical changes will not result from the boundary adjustment and no additional density created.

Although parts of the site are also identified as being of High Natural Character in the Proposed Plan, as shown on **Figure 8**, these are confined to mature areas of existing native vegetation, with the new boundary avoiding these areas entirely.

Proposed Plan policy CE-P10 provides direction for assessing and managing the effects of land use and subdivision on the coastal environment in general. In respect to these matters that are relevant to the application (as amended in the Hearing Panel recommendations version):

- the boundary adjustment has proper regard and provides for the presence of existing buildings, structures or infrastructure;
- there is no practical opportunity to enhance public access along this part of the coastline through the boundary adjustment (or otherwise); and
- there will be no adverse effects on the characteristics, qualities and values of the coastal environment, including natural character and natural landscape values or the quality and extent of indigenous biodiversity.

6.4 Regional Policy Statement

The RPS has generally been implemented through the Proposed Plan (subject to certain matters which may be subject to appeal post release of the Council's decisions on submissions). An assessment against the Proposed Plan is set out above. For this reason, and given the benign effects from the proposal, a wholesale re-examination against the RPS is not needed. That said Policy 4.6 of the RPS is of some relevance, given the natural character, landscape and coastal overlays which apply to the site, and which are generally identified in the RPS mapping as they are the Proposed Plan.

Policy 4.6 of the RPS directs that when considering whether there are any adverse effects on the characteristics and qualities of the natural character, natural features and landscape values, decision makers must recognise that a minor or transitory effect may not be an adverse effect and that many areas contain ongoing use and development that were present when an area was identified as high or outstanding. This is relevant to the subject application because the boundary adjustment will not give rise to any adverse effects beyond the minor category, and that it is around existing buildings that were present when the area was identified as being of outstanding (landscape values) and high (natural character)¹⁶.

6.5 New Zealand Coastal Policy Statement 2010 (amended 2025)

For the same reasons as set out under the above under the RPS (namely implementation through the Proposed Plan and the benign nature of the boundary adjustment), no additional consideration is necessary under the NZCPS. In this regard, the boundary adjustment is not a form of subdivision and does not lead to any outcomes that would offend the policy directives of the NZCPS, including in

¹⁶ RPS mapping was undertaken in 2014, at which point in time the existing dwelling and buildings on the property were well-established.

respect to Policy 6 'Activities in the coastal environment', Policy 13 'Preservation of natural character', or Policy 15 'Natural features and natural landscapes'.

7.0 Part 2 of the RMA 1991

The activity has been assessed against all relevant planning instruments and is consistent with those instruments.

In totality, those instruments are not considered to be invalid, incomplete, or uncertain, and in turn can be assumed to have particularised and already given effect to Part 2 of the Act, therefore the Activity is also consistent with Part 2.

However, for the purposes of completeness, and in compliance with Schedule 4(2)(a) RMA, a separate assessment against Part 2 of the Act follows.

Part 2 of the RMA sets out the purpose (Section 5) and principles (Sections 6-8) of the RMA.

Section 5 of the RMA states that the purpose of the RMA is:

"to promote the sustainable management of natural and physical resources".

Section 5 also states:

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

- (a) Sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and*
- (b) Safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and*
- (c) Avoiding, remedying, or mitigating any adverse effects of activities on the environment."*

The proposal achieves the sustainable management purpose of the RMA by enabling the owners of the respective properties to provide for their respective needs, while sustaining the potential of the land resource for both dwelling and farming activities.

Section 6 "Matters of National Importance" of the RMA states:

"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."

The "Matters of National Importance" considered potentially relevant to this proposal are:

- (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.*
- (f) The protection of historic heritage from inappropriate subdivision, use, and development.*

For the reasons discussed above in this AEE the natural character of the coastal environment) will be preserved (s6(a)), and outstanding natural landscapes will be protected (s6(b)).

Historic heritage will be protected through the assessment and avoidance of identified archaeological sites as discussed in section 5.0.

Section 7 “Other Matters” of the RMA states:

“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—”

The “Other Matters” considered potentially relevant to this proposal are:

- (aa) *The ethic of stewardship.*
- (b) *The efficient use and development of natural and physical resources.*
- (f) *Maintenance and enhancement of the quality of the environment.*

An ethic of stewardship (s7(aa)) and an efficient use of natural and physical resources (s7(b)) is achieved through the boundary adjustment through apportioning the land to titles where it is best managed. The existing quality of the environment will be maintained (s7(f)).

Section 8 of the RMA states:

“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 treaty principle of active protection has been taken into account through the avoidance of identified archaeological sites of Māori origin. It is understood that the Council has engaged with iwi under the principle of partnership through the development of the Proposed Plan, with that leading to the identification of Sites of Significance to Māori in the Proposed Plan in other parts of the district. No such sites are identified over or in proximity to the proposed boundary adjustment.

8.0 Notification

8.1 Public Notification

The application has been assessed against each of the steps under section 95A to determine whether public notification is required. None of the steps are applicable in this instance to warrant public notification as demonstrated below.

8.1.1 Steps 1 and 2:

- Notification is not requested by the applicant;
- The application does not involve the exchange of recreation reserved land under s15A of the Reserves Act 1977;
- There are no applicable rules or NES requiring notification.

8.1.2 Step 3 Adverse effects assessment (section 95D)

The activity is not considered to have or be likely to have adverse effects on the environment that are more than minor. This assessment has been made in accordance with section 95D and is set out below.

- Section 95D(a) - Adverse effects on persons who own or occupy the land within which the activity will occur, or any land adjacent to that land, must be disregarded.
- Section 95D(b) - Adverse effects permitted by a rule in a plan or NES (the permitted baseline) must be disregarded
- Section 95D(d) - Trade competition must be disregarded.

In respect of Section 95D(a), the properties shown on the figure below with a red dot are land adjacent to the sites and as such, must be disregarded for the purpose of this part of the notification assessment:



Figure 12: Adjacent sites marked with a red dot on which effects must be disregarded for the purposes of s95D(a)

In respect of Section 95D(b) no permitted baseline has been relied on in this case, there being no permitted boundary adjustment subdivision under the Operative Plan¹⁷.

There are no trade competition issues relevant to Section 95D(d).

Based on the Section 95D parameters set out above, the conclusions made in Section 5.0 on the effects on the environment from the boundary adjustment the activity will **not have adverse effects on the environment that are more than minor**, noting in particular that no physical works will result or are required to result from the subdivision, with the new boundary location not having any effect on any identified resource management values on the site (including archaeology, the characteristics and values of outstanding natural landscapes and not dividing areas identified as being of high natural character).

¹⁷ Resource consent for a controlled activity at least is required for boundary adjustments under the Operative Plan rule 13.7.1

8.1.1 Step 4 Special circumstances

In respect to Section 95A step 4, are no special circumstances that exist which would otherwise warrant public or limited notification of this application. In this regard, the proposal is not for an activity that is unusual nor exceptional given its scale, context, nor one for which there is a high level of public interest.

8.2 Limited Notification

The application has also been assessed against each of the steps under section 95B to determine whether limited notification is required. None of the steps are applicable in this instance to warrant limited notification. In particular:

- In terms of 95B Step 1, limited notification is required where there are any affected protected customary rights groups or customary marine title groups. There are no protected customary rights groups or customary marine title groups affected by the boundary adjustment
- Step 2 describes that limited notification is precluded where all applicable rules and NES preclude limited notification; or the application is for a controlled activity (other than the subdivision of land) or a prescribed activity under section 360H(1)(a)(ii). The above does not apply to the proposal, and therefore limited notification is not precluded.
- Step 3 requires that where limited notification is not precluded under step 2 above, a determination must be made as to whether any of the following persons are affected persons:
 - In the case of a boundary activity, an owner of an allotment with an infringed boundary;
 - In the case of a prescribed activity under s360H(1)(b), a prescribed person; and
 - In the case of any other activity, a person affected in accordance with s95E.
- The application is not for a boundary or prescribed activity¹⁸
- There are no persons considered to be 'affected persons' in accordance with section 95E as assessed below.

8.2.1 Affected persons assessment (section 95E)

A person is an affected person if the consent authority decides that the activity's adverse effects on the person are **minor or more than minor (but are not less than minor)**.

The proposed boundary adjustment will not have any adverse effects on the any persons that are minor or more than minor because:

- No physical works or changes, other than a new fence line, will result.
- The location of the new boundary is visually contained by the subject site itself.
- No effects will arise on the wider environment.

¹⁸ Boundary activity is limited under section 87AAB of the RMA to where the activity requires a resource consent because of the application of 1 or more boundary rules, but no other district rules, to the activity. Boundary rules are limited in that section to rules relating to the distance between a structure and 1 or more boundaries of an allotment, or the dimensions of a structure in relation to its distance from 1 or more boundaries of an allotment, ie not boundary adjustments where minimum lot sizes are infringed as is the case with the subject application.

8.3 Conclusion of Notification Assessment

Pursuant to Sections 95 to 95G of the RMA, this application should be processed without public notification and without limited notification to any person, protected customary rights group or customary marine title group because:

- None of the steps under section 95A are triggered requiring the consent authority to publicly notify the application; and
- None of the steps made out under section 95B are triggered requiring the consent authority to give limited notification.

9.0 Section 106 RMA Matters

Section 106 of the RMA 1991 applies only to subdivision applications, whereby the consent authority may refuse such applications in certain circumstances. Boundary adjustments are a form of subdivision, even if as is the case here, no additional titles will be created.

None of the s106 circumstances for refusal apply to the proposal because:

- there is no significant risk from natural hazards; and
- sufficient provision has been made for legal and physical access to the allotments created by the boundary adjustments.

10.0 Conclusion

Matauri Trustee Limited seeks subdivision consent for boundary adjustments between its landholdings and the neighbouring Hyndman property on Wainui Road, Matauri Bay, Kaeo.

The proposal is a non-complying activity by virtue of the Hyndman property being reduced to below the 20ha minimum lot size under the Operative Plan.

The location of the new boundary has been determined following negotiation between the two owners and following site investigations by the project surveyor Williams and King, archaeologist Clough and Associates and the Opounui Farm manager. This has been to determine a new boundary that maintains the existing dwelling, outbuildings and on-site services within one title and access thereto

on the Hyndman property, allows for effective management of the balance land as part of Opounui Farm, and avoids any impact on archaeological sites.

No adverse actual and potential effects of the proposed boundary adjustments will arise. Included here, with no physical work (other than a new fence line) or additional development potential created, the proposed boundary adjustments will not alter the values or characteristics of the outstanding natural landscape over the subject sites, nor give rise to any effects on landscape values.

The boundary adjustments will have no adverse effects on the productive capacity of the subject land - in fact the opposite with a positive benefit accruing, by combining the small area of pastureland on the Hyndman property with the much larger Opounui Farm operation.

Particular circumstances apply to the proposal that are not applicable across the generality of sites in the district such to create a precedent effect. In any event, were a precedent to be created (which it will not), this would not be an undesirable precedent, with the boundary adjustments providing for the positive land management effects discussed in this AEE.

The proposal satisfies the s104 RMA 'gateway tests' applicable to non-complying activities, with no adverse effects identified as more than minor and will not be contrary to the objectives and policies of the Operative or Proposed Plan.

Although, limited weight can be placed on the Proposed Plan at this stage in its statutory journey, policy support for the boundary adjustment can be found there with the policies to enable subdivision around existing dwellings on properties in the Rural Production Zone (Hearing Panel Recommendation version). Alignment is achieved with other objectives and policies of both the Operative and Proposed District Plans, and the other relevant policy instruments, as set out in section 6.0 of this AEE.

None of the s106 RMA refusal circumstances apply to the proposal and it otherwise achieves the RMA Part 2 matters.

Overall, consent should be granted to the proposal for the reasons above, subject to fair and reasonable conditions as discussed in section 5.17 of this AEE.





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




R. W. Muir
Registrar-General
of Land

Identifier **926787**
Land Registration District **North Auckland**
Date Issued 08 March 2021

Prior References

NA16A/579 NA49A/359

Estate Fee Simple
Area 20.9743 hectares more or less
Legal Description Lot 1 Deposited Plan 545586 and Part
Matauri 2E Block

Registered Owners

Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited

Interests

Subject to an electricity right (in gross) over part Lot 1 DP 545586 marked H and J on DP 545586 in favour of Top Energy Limited created by Transfer D328434.1 - 9.11.1998 at 2.38 pm

D474066.1 Gazette Notice (2.9.1999 pg 2610) pursuant to Section 338(1) of the Te Ture Whenua Maori Act 1993 setting apart (400m²) as a Maori reservation for the purpose of a burial ground to be known as Marae White Urupa Johnson Whenua for the beneficiaries of the Johnson Family Trust - 1.2.2000 at 9.00 am (affects part Lot 1 DP 545586 formerly Matauri 2E Block)

Land Covenant in Easement Instrument 8039834.5 - 24.12.2008 at 9:00 am (Limited as to duration) (affects part Lot 1 DP 545586 formerly Matauri 2J Block)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 545586)

Appurtenant to Lot 1 DP 545586 is a right of way created by Easement Instrument 11937606.5 - 8.3.2021 at 3:16 pm

The easements created by Easement Instrument 11937606.5 are subject to Section 243 (a) Resource Management Act 1991

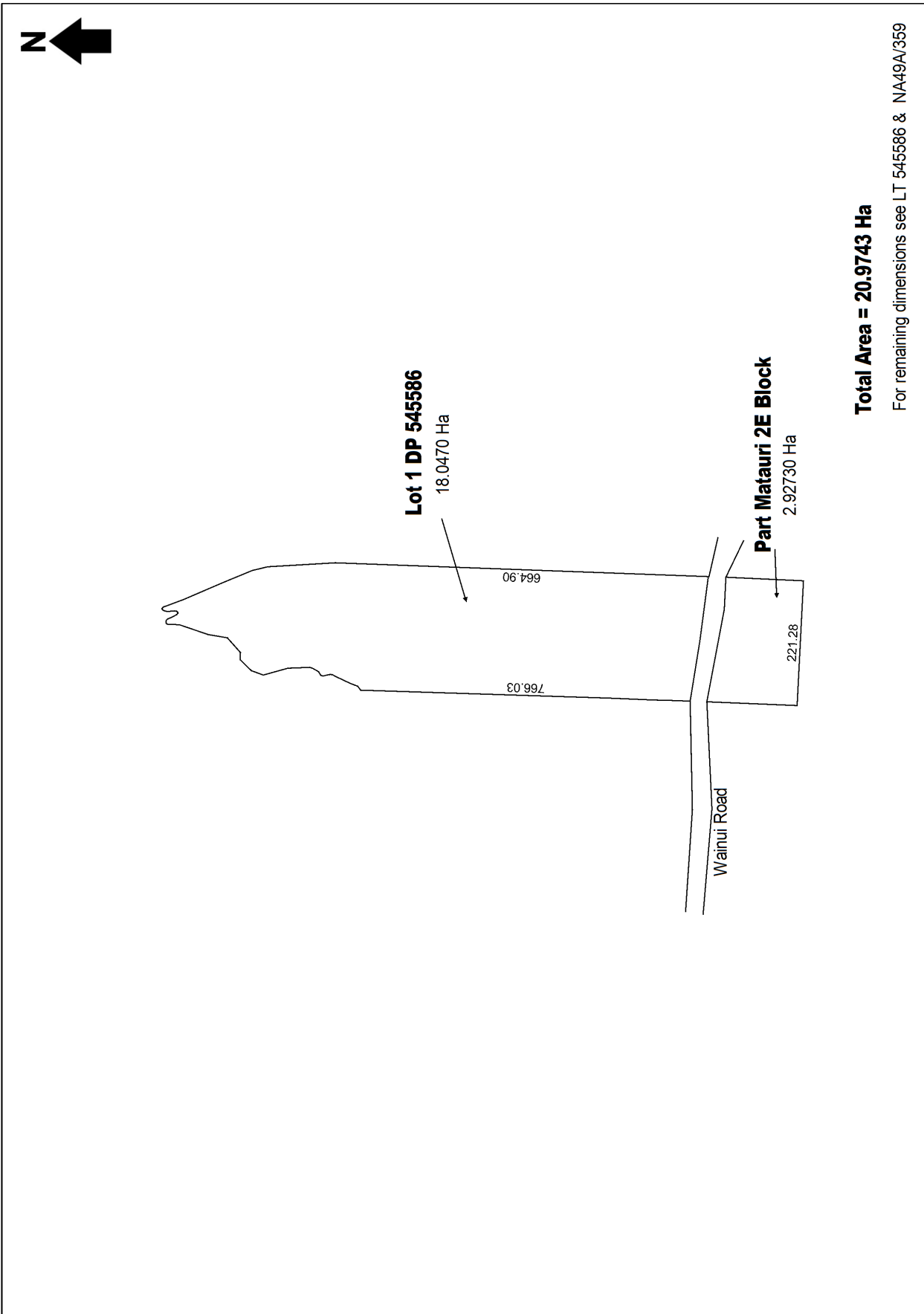
Subject to a right of way over part Lot 1 DP 545586 marked B, C and D on DP 545586 created by Easement Instrument 11937606.6 - 8.3.2021 at 3:16 pm

The easements created by Easement Instrument 11937606.6 are subject to Section 243 (a) Resource Management Act 1991
11937606.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.3.2021 at 3:16 pm (affects Lot 1 DP 545586)

Land Covenant in Covenant Instrument 12815191.1 affecting part Lot 1 DP 545586 marked D, E, G and I on DP 545586 - 12.10.2023 at 4:45 pm

Land Covenant in Covenant Instrument 12815191.2 - 12.10.2023 at 4:45 pm

13590066.1 CAVEAT BY MATAURI TRUSTEE LIMITED - 12.5.2026 at 2:48 pm



Total Area = 20.9743 Ha

For remaining dimensions see LT 545586 & NA49A/359

Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or profit à prendre,
Sections 90A and 90F, Land Transfer Act 1952

EI 8039834.5 Easement I

Copy - 01/01, Pgs - 007, 20/01/09, 10:46



Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

MATAURI X INCORPORATION AND PUBLIC TRUST AS RESPONSIBLE TRUSTEE

Grantee

Surname(s) must be underlined or in CAPITALS.

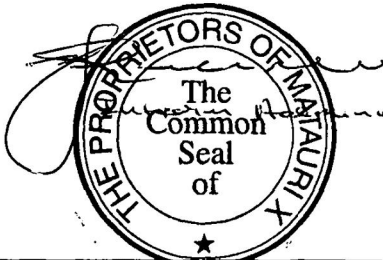
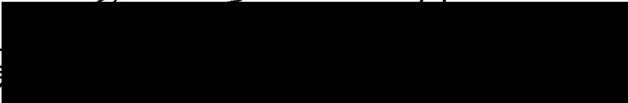
Philip Michael SMITH and Richard Arkle GREEN


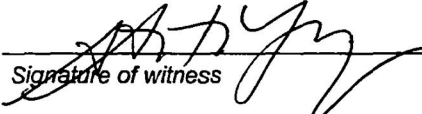
Grant of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) 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, or **creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

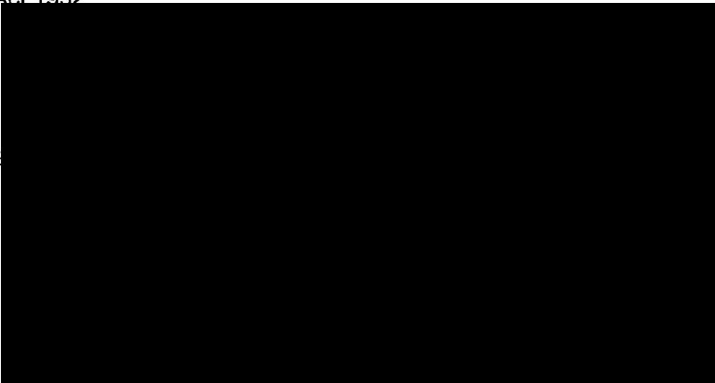
Dated this 16th day of October 2008

Attestation

	<p>Signed in my presence by the Grantor</p> <p>Signature </p>
	<p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Simon J.O. Jones</p> <p>Occupation Solicitor</p> <p>Address Auckland</p>
<p>Signature [common seal] of Grantor</p>	

<p>Signature of witness </p> <p>Philip Michael Smith</p>	<p>Signed in my presence by the Grantee</p> <p>Signature of witness </p>
	<p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name ALLISON A. ARTHUR-YOUNG</p> <p>Occupation SOLICITOR</p> <p>Address AUCKLAND</p>
<p>Signature [common seal] of Grantee</p>	

Certified correct for the purposes of the Land Transfer Act 1952



374-727
NA281/16
UASIB/1352
NA16A/579
NA280/632
If the consent of any person is required for the grant, the spec
REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

(S)
EI
60



Easement instrument

Dated

16 / 10 / 2008

Page

1

of

4

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See attached			

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~the provisions set out in Annexure Schedule 2.~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~[Annexure Schedule 2].~~

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated **16/10/2008**

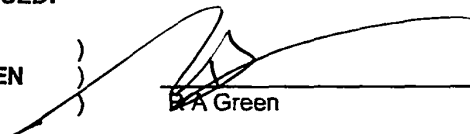
Page **2** of **4** Pages

(Continue in additional Annexure Schedule, if required.)

Attestation Clause continued

ATTESTATION CONTINUED:

SIGNED by
RICHARD ARKLE GREEN
in the presence of:



R A Green



Witness signature

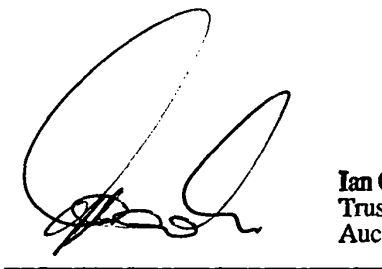
Witness name

Stephanie Ann Bond
Solicitor
AUCKLAND

Witness occupation

Witness address

SIGNED by
PUBLIC TRUST
in the presence of:)



Ian Cook
Trustee Manager
Auckland Public Trust



Witness signature

Ian Boyd-Bell JP Reg: 32
Glenfield, Auckland

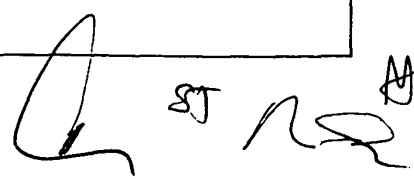
Witness name
Justice of the Peace for New Zealand

Witness occupation --

Witness address

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.





Annexure Schedule



Insert type of Instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated 16/10/2008

Page 3 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

Schedule A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrains Development	"A" to "L" on DP393664	Lot 190 DP393664 being part Identifier 374728 and Lots 191 and 192 DP393664 comprised in Identifier 374727	Matauri No 1 B1 Block, as contained in Certificate of Title NA281/161; Part Matauri No 2H Block, as contained in Certificate of Title NA51B/1352; Matauri 2J Block, as contained in Certificate of Title NA16A/579; and Lot 1 Deposited Plan 72511, as contained in Certificate of Title NA28C/632

ANNEXURE SCHEDULE 2

1. INTRODUCTION

The Grantor and the Grantees are parties to a Deed entered into to settle certain issues in dispute between them relating to certain consents issued by the Far North District Council and the Northland Regional Council under numbers RC2060901 (as varied by RC2080257 and RC2080881-RMAVAR) and CON20061596701.

The Grantor and the Grantees enter into this covenant in favour of the Dominant Tenement to restrict the rights of the Grantor in relation to the Servient Tenement.

2. COVENANTS

2.1 The Grantor, for itself and its successors in title to the Servient Tenement, hereby covenants, and agrees with the Grantees and their successors in title to the Dominant Tenement, for the benefit of the Dominant Tenement that the Grantor will now and at all times hereafter observe and perform all the stipulations and restrictions contained in Schedule A to the end and intent that each of the stipulations and restrictions shall, in a manner and to the extent prescribed, inure for 52 years from the date of registration of this covenant for the benefit of, and be appurtenant to, the whole of the Dominant Tenement and every part thereof.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box

REF:



Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 16/10/2008

Page 4 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

**SCHEDULE A
Covenants**

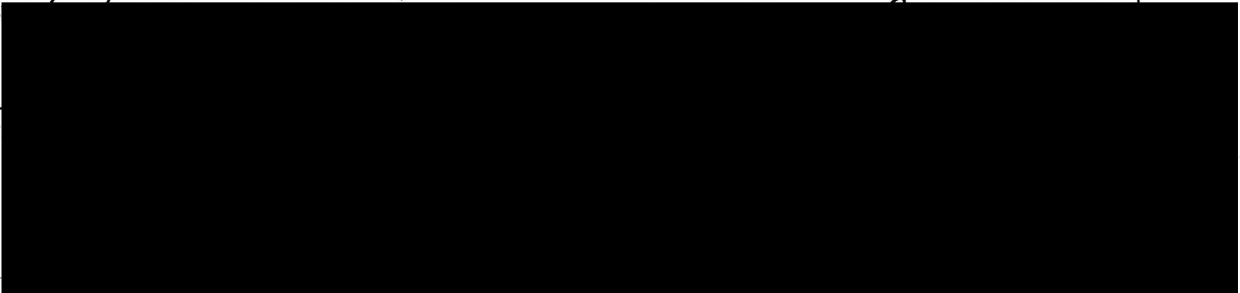
those parts of

marked "A" - "L" on DP 393664

- 1.1 The Grantor covenants and agrees with the Grantees that the Grantor shall not complete, permit, allow or attempt any development of Lot 190 Deposited Plan 393664 (being part Identifier 374728) and Lots 191 and 192 Deposited Plan 393664 (comprised in Identifier 374727) for a period of 52 years from the date this covenant is registered against the relevant Identifiers, and shall not seek to vary the terms of this covenant without the written agreement of both the Environmental Defence Society Incorporated and the registered proprietors of the land legally described in Matauri No 1 B1 Block, as contained in Certificate of Title NA281/161; Part Matauri No 2H Block, as contained in Certificate of Title NA51B/1352; Matauri 2J Block, as contained in Certificate of Title NA16A/579; and Lot 1 Deposited Plan 72511, as contained in Certificate of Title NA28C/632. Without limitation, this restriction on development shall specifically prohibit any development that allows for human habitation on either a temporary or permanent basis.
- 1.2 This covenant will not operate to prevent the development of the Innoflow Technologies Limited wastewater treatment and disposal system authorised by Northland Regional Council resource consent CON20061596701 granted on 11 October 2006.
- 1.3 This covenant will not operate to prevent the exercise of any cutting rights for any forests on Lots 190, 191 or 192 Deposited Plan 393664 which existed as at 6 November 2006.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or so

REF



Deed of Covenant of Agreement
Areas "A" to "L" on DP 393664

I Karen Christine Hird Registrar/Deputy
Registrar of the Maori Land Court of
New Zealand Tairākeā

District, Hereby certify pursuant
to rule 165(F) of the Maori Land Court
Rules 1994, that the within instrument
has been produced to me, and has
been noted in the records of the



Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Easement Instrument

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Strategic Nominees Limited	Mortgagee under Mortgage number 7338979.2
-----------------------------------	--

Consent
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

Registration of the within Easement Instrument creating land covenants in favour of Philip Michael Smith and Richard Arkle Green

Dated this _____ day of _____

Attestation

_____ signed in my presence by the Consentor

Signature of Witness

_____ press to complete in BLOCK letters (unless legibly printed)

_____ press name Lana Guest

_____ press occupation Legal Secretary

_____ press address Auckland

An relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



View Instrument Details

Instrument Type	Order for New Certificate of Title
Instrument No	11937606.4
Status	Registered
Date & Time Lodged	08 March 2021 15:16
Lodged By	Kyriak, Michael Thomas

Head Records of Title	Land Districts
NA16A/579	North Auckland
NA49A/359	North Auckland

Registered Owners

Sheryl Dianne Hyndman and Smith & Partners Trustee Co. Limited

New titles(s)	Legal description
926787	Lot 1 Deposited Plan 545586 and Part Matauri 2E Block

Signature

Signed by Wade Robin Hansen as Registered Owner Representative on 09/04/2021 10:57 AM

*** End of Report ***

View Instrument Details



Instrument No 11937606.5
Status Registered
Date & Time Lodged 08 March 2021 15:16
Lodged By Kyriak, Michael Thomas
Instrument Type Easement Instrument



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 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 Michael Thomas Kyriak as Grantor Representative on 25/02/2021 09:32 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Wade Robin Hansen as Grantee Representative on 08/03/2021 01:55 PM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

MATAURI TRUSTEE LIMITED

Grantee

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Grant of Easement

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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	A DP 545586	Lot 2 DP 545586	Lot 1 DP 545586

Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018.

The implied rights and powers are hereby varied by the provisions set out in Annexure Schedule.

Annexure Schedule

Insert instrument type

<p>Easement Instrument</p>
<p><u>The following provisions shall apply to the rights of way created by this easement instrument:</u></p> <p>Notwithstanding anything else in this easement, the Grantee shall be solely responsible for arranging the repair and maintenance of the easement facility and for the associated costs thereof so as to keep the facility in good order and to prevent it from becoming a danger or nuisance until such time as the Grantor commences regular use of the easement for the purpose of constructing or accessing a residential dwelling on its land.</p>

View Instrument Details



Instrument No 11937606.6
Status Registered
Date & Time Lodged 08 March 2021 15:16
Lodged By Kyriak, Michael Thomas
Instrument Type Easement Instrument



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 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 Wade Robin Hansen as Grantor Representative on 08/03/2021 01:55 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 Michael Thomas Kyriak as Grantee Representative on 25/02/2021 09:32 AM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Grantee

MATAURI TRUSTEE LIMITED

Grant of Easement

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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	B DP 545586 C DP 545586 D DP 545586	Lot 1 DP 545586	Lot 2 DP 545586

Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018

The implied rights and powers are hereby varied by the provisions set out in Annexure Schedule

Annexure Schedule

Insert instrument type

Easement Instrument
<p><u>The following provisions shall apply to the rights of way created by this easement instrument:</u></p> <p>Notwithstanding anything else in this easement, the Grantor shall be solely responsible for arranging the repair and maintenance of the easement facility and for the associated costs thereof so as to keep the facility in good order and to prevent it from becoming a danger or nuisance until such time as the Grantee commences regular use of the easement for the purpose of constructing or accessing a residential dwelling on its land.</p>

View Instrument Details



Instrument No 11937606.7
Status Registered
Date & Time Lodged 08 March 2021 15:16
Lodged By Kyriak, Michael Thomas
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



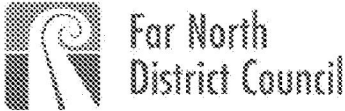
Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Michael Thomas Kyriak as Territorial Authority Representative on 09/04/2021 10:33 AM

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



Phone: 011 838 6000
Mobile: 011 838 6000
Telex: 838 6000
Fax: 011 838 6000
Email: info@fncc.govt.nz
Website: www.fncc.govt.nz

Te Kaunihara o Te Tokerau ki Te Kaiti
The top place where spirit
meets the rock and forest

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC-2200201


Being the Subdivision of Matauri 1B1 2J Pt 2H & Restricted Roadway Blk XIII Wharara SD
Blk IX Whangaroa SD
North Auckland Registry

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

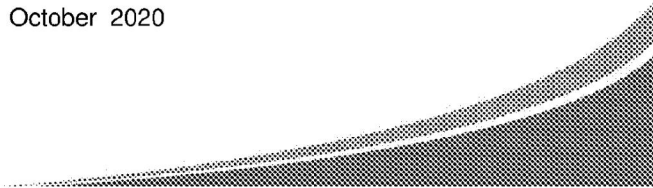
SCHEDULE

Lots 1 & 2 DP 545586

No buildings are to be located within the “No Build Areas” as shown as areas “E”, “G” and “I” (Lot 1) and “D” and “F” (Lot 2) on DP 545586 without the prior written approval of Council

SIGNED:  Mr Patrick John Killalea - Authorised Officer
By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
PRINCIPAL PLANNER – RESOURCE MANAGEMENT

DATED at **KERIKERI** this 13th day of October 2020



View Instrument Details



Instrument No 12815191.1
Status Registered
Date & Time Lodged 12 October 2023 16:45
Lodged By Kyriak, Theodore Gregor
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Wade Robin Hansen as Covenantor Representative on 12/10/2023 02:02 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Theodore Gregor Kyriak as Covenantee Representative on 12/10/2023 03:15 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Covenantee

MATAURI TRUSTEE LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Areas "D", "E", "G" and "I" on Lot 1, DP 545586	Lot 1 DP 545586 (RT 926787)	Lot 2 DP 545586 (RT 926788)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

Annexure Schedule B.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Schedule B

1. Definitions

"Building" means a temporary or permanent movable or immovable structure (including a structure intended for occupation by people, animals, machinery, or chattels) on the Servient Land, but does not include any, roads, fences or water troughs for livestock.

"Covenantee" means the registered owners of the Benefited Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

"Covenantor" means the registered owners of the Burdened Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

2. Recitals

- A. The Covenantor and the Covenantee are neighbours and share a significant boundary which follows a ridgeline between their two properties.
- B. The Covenantor and the Covenantee entered into an agreement in or around May 2019 which included an agreement by both parties to lodge appropriate restrictive covenants over their land in favour of the other party to create "no build areas" which prevent their land from being overlooked.
- C. This Covenant gives effect to the agreement by the Covenantor to grant an appropriate restrictive covenant to the Covenantee.

3. Covenant

- 3.1 The Covenantor hereby covenants and agrees with the Covenantee, for the benefit of the Benefited Land, that the Covenantor will not without the written consent of the Covenantee complete, permit, allow or attempt to construct or erect any Building on the Areas "D", "E", "G" and "I" on the Burdened Land.

4. Breach

- 4.1 If there should be any breach or non-observance by the Covenantor of any covenant or restriction contained in this Covenant Instrument, then without prejudice to any other liability which the Covenantor may have to the Covenantee or any persons having the benefit of the covenant and restriction, the Covenantor will upon written demand made by the Covenantee or the Covenantee's nominee:
 - (1) immediately cease any of the prohibited activities (as the case may be); and
 - (2) otherwise take all steps necessary to remedy the breach or non-observance of the covenant.
- 4.2 The Covenantor acknowledges and agrees that damages will not be an adequate remedy in the event of a breach by the Covenantor of the covenant contained in this Covenant Instrument, and without limiting any other right at law or in equity available to the Covenantee, a breach of the covenant in this Covenant Instrument shall entitle the Covenantee to immediate injunctive relief or to seek specific performance.

View Instrument Details



Instrument No 12815191.2
Status Registered
Date & Time Lodged 12 October 2023 16:45
Lodged By Kyriak, Theodore Gregor
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Theodore Gregor Kyriak as Covenantor Representative on 12/10/2023 03:17 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Wade Robin Hansen as Covenantee Representative on 12/10/2023 02:02 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

MATAURI TRUSTEE LIMITED

Covenantee

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Area "F" on Lot 2, DP 545586	Lot 2 DP 545586 (RT 926788)	Lot 1 DP 545586 (RT 926787)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

Annexure Schedule B.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule B

1. Definitions

"**Building**" means a temporary or permanent movable or immovable structure (including a structure intended for occupation by people, animals, machinery, or chattels) on the Servient Land, but does not include any, roads, fences or water troughs for livestock.

"**Covenantee**" means the registered owners of the Benefited Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

"**Covenantor**" means the registered owners of the Burdened Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

2. Recitals

- A. The Covenantor and the Covenantee are neighbours and share a significant boundary which follows a ridgeline between their two properties.
- B. The Covenantor and the Covenantee entered into an agreement in or around May 2019 which included an agreement by both parties to lodge appropriate restrictive covenants over their land in favour of the other party to create "no build areas" which prevent their land from being overlooked.
- C. This Covenant gives effect to the agreement by the Covenantor to grant an appropriate restrictive covenant to the Covenantee.

3. Covenant

- 3.1 The Covenantor hereby covenants and agrees with the Covenantee, for the benefit of the Benefited Land, that the Covenantor will not without the written consent of the Covenantee complete, permit, allow or attempt to construct or erect any Building on Area "F" on the Burdened Land.

4. Breach

- 4.1 If there should be any breach or non-observance by the Covenantor of any covenant or restriction contained in this Covenant Instrument, then without prejudice to any other liability which the Covenantor may have to the Covenantee or any persons having the benefit of the covenant and restriction, the Covenantor will upon written demand made by the Covenantee or the Covenantee's nominee:
 - (1) immediately cease any of the prohibited activities (as the case may be); and
 - (2) otherwise take all steps necessary to remedy the breach or non-observance of the covenant.
- 4.2 The Covenantor acknowledges and agrees that damages will not be an adequate remedy in the event of a breach by the Covenantor of the covenant contained in this Covenant Instrument, and without limiting any other right at law or in equity available to the Covenantee, a breach of the covenant in this Covenant Instrument shall entitle the Covenantee to immediate injunctive relief or to seek specific performance.



View Instrument Details

Instrument Type	Caveat against dealings with land under Section 138 Land Transfer Act 2017
Instrument No	13590066.1
Status	Registered
Date & Time Lodged	12 May 2026 14:48
Lodged By	Kyriak, Theodore Gregor

Affected Records of Title	Land District
926787	North Auckland

Registered Owner

Smith & Partners Trustee Co. Limited
Sheryl Dianne Hyndman

Caveator

Matauri Trustee Limited

Estate or Interest claimed

Agreement for Sale and Purchase dated 19/11/2025 between the Registered Owners Smith & Partners Trustee Co. Limited and Sheryl Dianne Hyndman as vendor and the Caveator Matauri Trustee Limited as purchaser

Notice

Take notice that the Caveator forbids the registration of any instrument, or the recording of any matter in the register that transfers, charges, or prejudicially affects the estate or interest protected by this caveat until this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of section 143 of the Land Transfer Act 2017.

Address for Service of Caveator

Theo Kyriak
C/- Kyriak Law
tgk@kyriaklaw.co.nz

Address for Registered Owner

Smith & Partners Trustee Co. Limited and Sheryl Dianne Hyndman
C/- Wade Hansen
wade.hansen@smithpartners.co.nz

Caveator Certifications

I certify that I have the authority to act for the Caveator 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



View Instrument Details

Caveator Certifications

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 Theodore Gregor Kyriak as Caveator Representative on 12/05/2026 02:47 PM

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

D328434.1 TE.

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

North Auckland

Certificate of Title No. All or Part? Area and legal description — Insert only when part or Stratum, CT

49A	359	All	
-----	-----	-----	--

Transferor Surnames must be underlined

PAUL ROBERT JOHNSON of Auckland, Builder PETER THOMAS JOHNSON of Whitianga, Engineer, TERRY DANNY SIDNEY JOHNSON, Garage Proprietor, SHERRYL DIANE HYNDMAN, Home Executive, KINROSS LINCOLN MAIDENS, Builder, MAUREEN ELVA HANSEN, Sales Manager and GRAHAM SMYTHE, Purser, all of Auckland

Transferee Surnames must be underlined

TOP ENERGY LIMITED at Kaikohe

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Easement in gross for the transmission of electricity and telecommunications (continued on pages 5 to 12 Annexure Schedules)

Consideration

\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 30th day of September 1998

Attestation

Signed in my presence by the Transferor PAUL ROBERT JOHNSON

Signature of Witness Rodney Patea

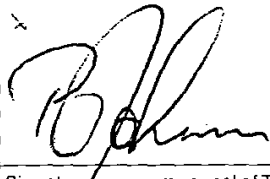
Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name Rodney Patea

Occupation Electrician


Address 14 Karapiti Pl Whitianga, Auk.

(continued on pages 2 to 4 Annexure Schedule)

Signature, or common seal, of Transferor 

Certified correct for the purposes of the Land Transfer Act 1952

Certified that the conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1974. (DELETE IN APPLICABLE CERTIFICATE)



Solicitor for the Transferee

Annexure Schedule

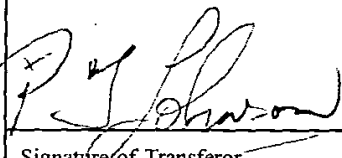
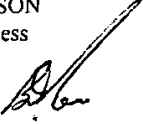
Insert below
"Mortgage", "Transfer", "Lease" etc


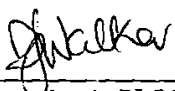
Transfer

Dated 30 September 1998

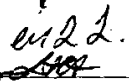
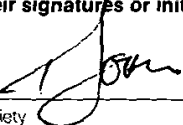

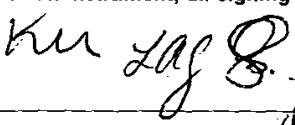
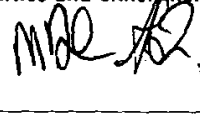
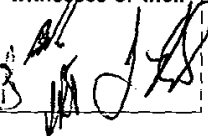
Page 2 of 12 Pages

Continuation of "Attestation"

 Signature of Transferor	Signed in my presence by the Transferor PETER THOMAS JOHNSON Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name <u>Brian Ross</u> Occupation <u>Director</u> Address <u>26 Forest Hill Rd, Henderson</u>

 Signature of Transferor	Signed in my presence by the Transferor TERRY DANNY SIDNEY JOHNSON Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name <u>Dana Walker</u> Occupation <u>Administrator</u> Address <u>32 Norman Rd Titirangi</u>

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors, must put their signatures or initials here.

Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease" etc

Transfer

Dated

30 September 1998

Page

3

of

12

Pages

S D Hyndman

Signature of Transferor

Signed in my presence by the Transferor SHERRYL DIANE HYNDMAN
Signature of Witness

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name Margaret Lewis. *M L Lewis*

Occupation MARRIED WOMAN

Address 58 C. Godley Rd Green.

Kelid

Signature of Transferor

Signed in my presence by the Transferor KINROSS LINCOLN MAIDENS
Signature of Witness

L L Goodley
Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name Linda Goodley

Occupation OFFICE CLERK

Address 34 Baylan Rd
Titirangi
Auckland

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

M L Lewis

John

KL

KM

LAG

S

MAR

AR

JAS

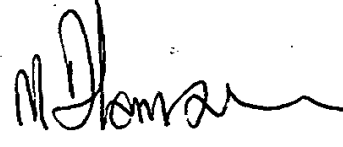



Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

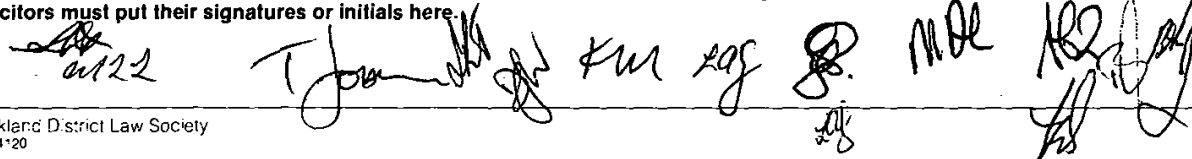
Dated 30 September 1998

Page 4 of 12 Pages

	<p>Signed in my presence by the Transferor MAUREEN ELVA HANSEN Signature of Witness</p>  <hr/> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name A. C. GREEN Occupation FATHER Address 18 ARAMA AVE TITIRANGI</p>
<p>Signature of Transferor</p>	
	<p>Signed in my presence by the Transferor GRAHAM SMYTHE Signature of Witness</p>  <hr/> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name L. A. Goodley Occupation Office Clerk Address 34 Boylan Road Titirangi Auckland</p>
<p>Signature of Transferor</p>	

Attestation continued

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.




Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 30 September 1998

Page 5 of 12 Pages

 <p>The Common Seal of</p> <p><i>[Signature]</i> DIRECTOR</p> <p><i>[Signature]</i> DIRECTOR</p> <p>Signature of Transferee</p>	<p>Signed in my presence by JACK PETER PONTISMA and ROGER CHEURY DE BRAY on behalf of the Transferee TOP ENERGY LIMITED</p> <p>Signature of Witness <i>[Signature]</i></p> <hr/> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name STEVEN RICHARD JAMES</p> <p>Occupation ACCOUNTANT</p> <p>Address KEAIKERI</p>
--	--

Continuation of "Estate or Interest or Easement to be created"

The Transferee and any other persons authorised (expressly or impliedly) by the Transferee shall have the right as an easement in gross to transmit and convey electricity and telecommunications over the Servient Land ("Transmission Easement") with the following rights and power and on the following terms, conditions, covenants and restrictions:

Rights and Powers

- 1 The Transferee shall have the following rights and powers in respect of the Transmission Easement:
 - 1.1 The right to survey and investigate in respect of, and to lay, construct, operate, inspect, use, cleanse, maintain, repair, renew, upgrade, change the size of and remove the Transmission Line in, over, on, under, or through the Servient Land.
 - 1.2 The right to convey, send, transmit or transport electricity and telecommunications signals, waves or impulses in, over, on, under or through the Servient Land.
 - 1.3 The right with any vehicles, equipment, aircraft, and materials of any kind, to enter on the Land for any and all purposes necessary or convenient for the Transferee to exercise its rights and interests granted under this Memorandum (including the right to extinguish

If this A
solicitor

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 30 September 1998

Page 6 of 12 Pages

fires), but subject to the conditions that as little disturbance as is reasonably possible is caused to the Transferor, the Land, and the Transferor's stock and other property in doing so and that, where applicable, all gates on the Land are left as the Transferee and those other authorised persons find them.

- 1.4 The right to construct on the Land whatever roads, tracks, accessways, fences, gates and other works deemed necessary by the Transferee for it to exercise its rights and interests granted under this Memorandum and which are approved by the Transferor (that approval not to be unreasonably withheld), but subject to the condition that as little disturbance as possible is caused to the Transferor, the Land and the Transferor's stock and other property in doing so.
- 1.5 The right to keep the Servient Land cleared of all buildings or structures (including any buildings or structures which overhang the Servient Land) by any means which the Transferee may consider necessary.
- 1.6 The right to keep the Servient Land cleared of any fences or vegetation, both natural and cultivated, including trees and shrubs (including any fences, or vegetation which overhang the Servient Land) by any means which the Transferee may consider necessary where such fences or vegetation:
 - (a) breach any statutory or regulatory requirements or standards or codes of practice or otherwise breach generally accepted engineering standards as to the minimum clearance of the Transmission Line;
 - (b) impedes the Transferee's access over the Servient Land; or
 - (c) inhibits the safe and efficient operation of the Transmission Line.
- 1.7 The right by whatever means or method as the Transferee considers necessary to level and grade any stockpiled soil, sand, gravel or other substance or any materials, walls or other earthworks that may exist on the Servient Land in order to ensure that the clearance above the ground level of the Transmission Line is maintained greater than any minimum clearance height that may exist from time to time in statute, regulations, code of practice or otherwise.

Terms, Conditions, Covenants and Restrictions:

- 2 The Transmission Easement shall be subject to the following terms, conditions, covenants and restrictions:

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

30 September 1998

Page

7

of

12

Pages

Ownership of the Transmission Line

2.1 The Transmission Line will become and remain the property of the Transferee.

Buildings, Structures, Fences and Vegetation

- 2.2 The Transferee may consent in writing to certain existing buildings, structures, fences or vegetation upon or overhanging the Servient Land at the date of this Memorandum remaining there. If the existence of those buildings, structures, fences or vegetation so consented to, or any additional buildings, structures, fences or vegetation consented to pursuant to clause 2.4, subsequently results in any of the situations described in clause 1.6 (a)-(c) then such consent may be revoked by the Transferee but without compensation. If such consent is revoked the cost of removal of any buildings, structures, fences or vegetation shall be borne by the Transferee. Before removing any fence pursuant to this clause the Transferee shall consult with the Transferor so the Transferor is given a reasonable opportunity to co-ordinate the erection of any necessary replacement fence. The erection of any such replacement fence and the cost of it will be the Transferor's responsibility.
- 2.3 The Transferee shall be responsible for the removal of any building, structures, fences, or vegetation on or overhanging the Servient Land at the date of this Memorandum in respect of which no consent in writing has been sought or obtained pursuant to clause 2.2.
- 2.4 The Transferee may consent in writing to the construction after the date of this Memorandum of any building, structures, fences, or the planting or cultivation of vegetation including trees and shrubs on the Servient Land, or on the Land to the extent any buildings, structures, fences or vegetation overhangs the Servient Land.
- 2.5 The Transferee shall not be responsible for or be liable to contribute to the cost of removing any buildings, structures, fences or vegetation, built or cultivated on or overhanging the Servient Land after the date of this Memorandum in respect of which no consent in writing has been sought or obtained pursuant to clause 2.4.

Restoration of Land

- 2.6 The Transferee will be responsible for restoring any part of the Land affected by the Transferee exercising any of its rights under this Memorandum to a condition equivalent, as far as is reasonably practicable, to that existing before the Transferee exercised those rights.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

30 September 1998

Page

8

of

12

Pages

Transferor's Continued Use of Servient Land

2.7 The Transferor may use the Servient Land so long as that use does not unreasonably interfere with the enjoyment of the Transferee's rights and interest granted under this Memorandum.

Restrictions on Transferor's Use

- 2.8 The Transferor must not at any time after the date of this Memorandum, do, permit or suffer to be done any act whereby the rights, powers, licences and liberties granted to the Transferee under this Memorandum may be interfered with or affected in any way and, in particular, the Transferor must not, without the consent in writing of the Transferee:
- (a) make, or permit to be made, any alterations or additions to any buildings or structures existing on the Servient Land at the date of this Memorandum which affect the overall dimensions of those buildings or structures;
 - (b) erect, or permit the erection, of any buildings or structures on the Servient Land;
 - (c) stockpile or fill with, or permit the stockpiling of or filling with, any soil, sand, gravel or other substance or materials, or construct, or permit the construction of, any roads, dam walls or other earthworks on the Servient Land which would in any way reduce the clearance above the ground level of the Transmission Line below the minimum clearance height that may exist, from time to time, in statute, regulations, code of practice or otherwise;
 - (d) remove, or permit the removal of, any soil, sand, gravel or other substance from the Servient Land;
 - (e) disturb soil below a depth of 0.3 metres within a distance of 6 metres from the visible outer edge of any tower, pole, ground stay, support or foundation comprising part of the Transmission Line;
 - (f) cause or consent or acquiesce in the inundation of the Servient Land where any existing towers, poles, ground stays or supports comprising part of the Transmission Line are erected or located, or proposed to be erected or located, from the date of the Memorandum **EXCEPT HOWEVER** nothing will require the Transferor to take any steps to do or construct anything to prevent that inundation caused by events beyond the reasonable control of the Transferor;

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

30 September 1998

Page

9

of

12

Pages

- (g) burn off crops, trees or undergrowth within the Servient Land;
- (h) operate, or permit to be operated, any machinery or equipment (including by way of example, but not in limitation, cranes, drilling-rigs, pile-drivers and excavators) in close proximity to any tower, pole, ground stay or support comprising part of the Transmission Line;
- (i) disturb any survey pegs or markers placed on the Land by the Transferee; or
- (j) do anything on or in the Servient Land which would or could damage or endanger the Transmission Line.

2.9 The consent of the Transferee required under clause 2.8 will not be unreasonably withheld, but may be given subject to reasonable conditions (including the power to revoke without compensation).

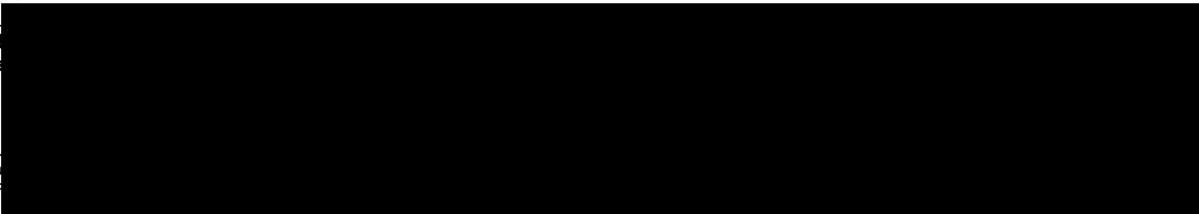
Restrictions on Transferee's Use of Land

2.10 The Transferee will erect the Transmission Line so as not to unreasonably interfere with the ordinary cultivation of the Land and in so doing, or in laying, constructing, operating, inspecting, using, cleansing, maintaining, repairing, renewing, upgrading, replacing, changing the size of or removing the Transmission Line, will cause as little damage as is reasonably possible to the surface of the land.

Statutes and Regulations

2.11 It is acknowledged by the Transferee that its rights under the Transmission Easement are subject to the provisions of all applicable statutes, ordinances, regulations and by-laws.

2.12 The Transferee covenants with the Transferor that it will comply with the provisions of all statutes, ordinances, regulations and by-laws in any way relating to or affecting the Transmission Easement, the Transmission Line or the exercise, or the attempted or intended exercise, by it or any of its rights under this Memorandum, and will also comply with the provisions of all licences, requisitions and notices issued, made or given by any competent authority in respect of the Transmission Easement, the Transmission Line or the exercise, or attempted or intended exercise, by the Transferee of any of its rights under this Memorandum.



Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

30 September 1998

Page

10

of

12

Pages

Indemnity Against Third Party Claims

2.13 Each party will indemnify the other against all claims or demands from third parties for any loss, damage or liability in respect of, or arising out of, the use of the Land by that party (or any person authorised, whether expressly or impliedly by it) **EXCEPT THAT** it will not be liable to indemnify the other party in respect of claims or demands from third parties for any loss, damage or liability caused by the actions of the other party. Where the actions of the other party contribute to that loss, damage or liability, the indemnity given by the party to that other party in respect of that loss, damage and liability will be correspondingly reduced in proportion to that contribution.

2.14 The quantum of damages payable by either party pursuant to clause 2.13 will be determined by agreement between them or, if they fail to agree, then they will submit the matter to arbitration in accordance with clause 2.17.

Licence and Assignment

2.15 The Transferee may grant any licence or right of all or any part of any estate or interest conferred by this Memorandum and may assign all or any part of that estate or interest.

Perpetual Easement

2.16 No power is implied for the Transferor to determine the Transmission Easement for any breach of covenant (express or implied) or for any cause whatever. It is the intention of the parties that the Transmission Easement will subsist forever or until duly surrendered.

Arbitration

2.17 All disputes and difference which may arise between the parties in relation to this Memorandum, or as to any matter arising under this Memorandum or in relation to the parties' right or obligations under this Memorandum, will be referred to arbitration in accordance with the Arbitration Act 1908.

2.18 The arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the dispute or difference and that party's desire to have the matter referred to arbitration.

2.19 The arbitration will be by one arbitrator, if the parties can agree upon one, and, if not, then by two arbitrators, one to be appointed by each party, and their umpire to be appointed by the arbitrators before they begin to consider the dispute or difference.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

30 September 1998

Page

11

of

12

Pages

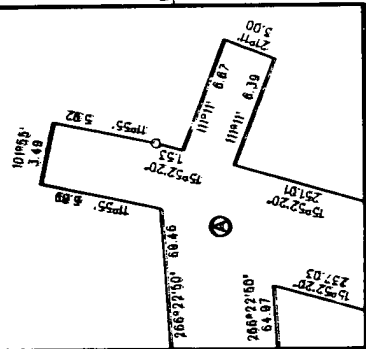
2.20 The award in arbitration will be final and binding on the parties.

Interpretation

2.21 For the purpose of interpretation or construction of this Memorandum, unless the context otherwise requires:

- (a) the term "Land" means all the land comprised and described in Certificate of Title 49A/359;
- (b) the terms "Servient Land" means that part of the Land marked "A" on Deposited Plan 189196 ;
- (c) the term "Transmission Line" means a wire or wires or a conductor of any other kind (including a fibre optic or coaxial cable) used or intended to be used for the transmission of electricity and / or telecommunication signals, waves or impulses, and includes any insulator, tower, pole, ground stay, supporting structure, crossarm, foundation, casing, tube, tunnel, minor fixture or other item, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a Transmission Line, and also includes any building, tower or pole mounted transformers, fuses, fuse holders, automatic switches, voltage regulators, capacitors or other instrument, apparatus or device used in association with the Transmission Line for the purpose of protecting and facilitating the transmission of electricity and telecommunication signals, waves or impulses through the Transmission Line;
- (d) references to clauses or a Schedule are references to clauses of, and a Schedule to, this Memorandum;
- (e) words *importing* the singular or plural number include the plural and singular number respectively;
- (f) headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Memorandum;
- (g) reference to the parties include their respective successors and assigns; and
- (h) reference to a statute or statutory provision includes references to that statute or statutory provision (as the case may be) and to any regulations made pursuant to that statute or statutory provision (as the case may be), as from time to time

DIAGRAM A
Scale 1:200



Pt Matauri 2B
Block XIII
Whakarara SD

905200 mN

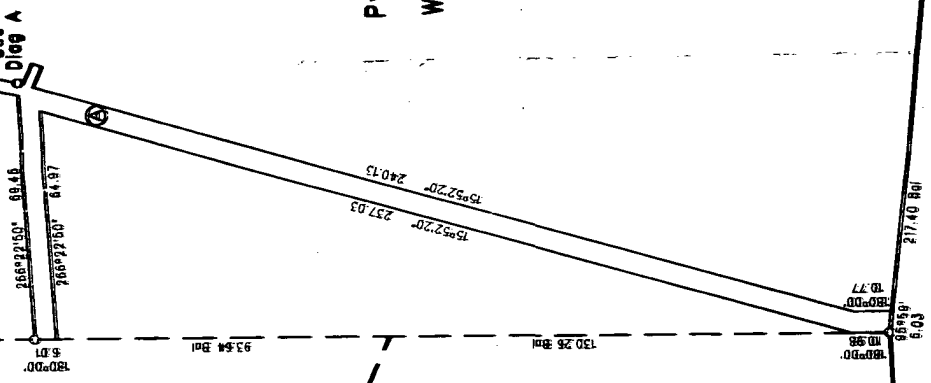
Pt Matauri 2F2
Block XIII
Whakarara SD

905100 mN

Pt Matauri 2E
Block XIII
Whakarara SD

Pt Matauri 2J
Block XIII
Whakarara SD

See
Diag A



Wainui Road
(Legal, 20.12m wide & over)

219700 mE

219800 mE

219900 mE

LAND DISTRICT: NORTH AUCKLAND
SURVEY BLK & DIST: XIII Whakarara
NZNS P04
SHEET No. 5.2

**PROPOSED EASEMENT OVER
Pt MATAURI 2E**

LOCAL AUTHORITY: Far North District
Surveyed by: Thomson & King (Kerikeri)
Scale: 1:1000 Date: July 1996

Approve:

Robert Johnson
Peter Thomas Johnson
Sherry Diane Hyndman
Maureen Elva Hansen
Graham Smythe
Registered Owners

Proposed Easement in Gross.	
Purpose	Shown
Electricity	Chantaez
Telephone	Tenement
	TIP Easement Pt Matauri 2E

Total Area
Comprised in QT 48A/359

I, Denis McGregor, Thomson of Kerikeri
Registered Surveyor and holder of an annual practicing certificate for
who may act as a registered surveyor pursuant to section 89 of the
Survey Act 1980 hereby certify that this plan has been made from
surveys conducted by me or under my direction, that with due and
care and attention and have been made in accordance with the Survey
Regulation 1972 or any regulations made in substitution thereof
at Kerikeri, on the 27th day of 1996.

Full Name: Denis McGregor
Address: Kerikeri
District: Far North District
Profession: Surveyor

Approved as to Survey
Chief Surveyor

Deposited this 27th day of June, 1996

District Land Registrar
5 MAY 1996
DP 189196

Annexure Schedule

TRANSFER

Dated

30 September 1998

Page

12

of

12

Pages

modified, codified or re-enacted, whether before or after the date of this Memorandum, so far as that modification, codification or re-enactment applies, or is capable of applying, to this Memorandum and the transfer and grant of the Transmission Easement under it.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

Law Firm Acting
KENSINGTON SWAN SOLICITORS AUCKLAND & WELLINGTON phn 16.phn.d.41

Auckland District Law Society
REF: 4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

238 09.NOV98 D 328434 11
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASST LAND REGISTRAR



LNZ COPY



D 474066.1 GN

Extract from *N.Z. Gazette*, 2 September 1999, No. 108, p. 2610

**Setting Apart General Land as a
Maori Reservation**

Pursuant to section 338 (1) of Te Ture Whenua Maori Act 1993, on the recommendation of the Maori Land Court, the general land described in the Schedule hereto, is hereby set apart as a Maori reservation for the purpose of a burial ground, to be known as Marae White Urupa Johnson Whenua for the common use and benefit of the trustees and beneficiaries of the Johnson Family Trust.

Schedule

North Auckland Land District

All that piece of land situated in Block XIII, Whakarara Survey District and described as follows:

Area m ²	Being
400	Matauri 2E, being part of the land contained in certificate of title, Volume 49A, folio 359.

Dated at Wellington this 12th day of August 1999.

DR NGATATA LOVE, Chief Executive, Ministry of Maori Development.

(MLC: H.O. 2/3/1/2; D.O. Appln. No. A19990006313) sct.
ln6084

Notice No. **6084**

D474066.2 Court Order vesting the within
Maori reservation in Paul Robert Johnson,
Peter Thomas Johnson, Terry Danny Sidney
Johnson, Sheryl Dianne Hyndman, Kinross
Lincoln Maidens, Maureen Elva Hansen and
Graham Smythe as trustees
1.2.2000 at 9.00



9.00 01.FEB00 D 474066.2
PARTICULARS ENTERED IN
LAND REGISTRY NORTH ISLAND
for REGISTRAR-GENERAL



LINZ COPY





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R. W. Muir
Registrar-General
of Land

Identifier **1203866**
Land Registration District **North Auckland**
Date Issued 07 April 2026

Prior References
926788

Estate Fee Simple
Area 47.4100 hectares more or less
Legal Description Lot 1 Deposited Plan 609059 and Part
Matauri 2J Block

Registered Owners
Matauri Trustee Limited

Interests

Land Covenant in Easement Instrument 8039834.5 - 24.12.2008 at 9:00 am (Limited as to duration) (affects Part Matauri 2J Block and part Lot 1 DP 609059 formerly Matauri 2J Block)

Subject to a right of way over part Lot 1 DP 609059 marked C on DP 609059 created by Easement Instrument 11937606.5 - 8.3.2021 at 3:16 pm

The easements created by Easement Instrument 11937606.5 are subject to Section 243 (a) Resource Management Act 1991 Appurtenant to Lot 1 DP 609059 is a right of way created by Easement Instrument 11937606.6 - 8.3.2021 at 3:16 pm

The easements created by Easement Instrument 11937606.6 are subject to Section 243 (a) Resource Management Act 1991 11937606.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.3.2021 at 3:16 pm (affects Lot 1 DP 609059)

Land Covenant in Covenant Instrument 12815191.1 - 12.10.2023 at 4:45 pm

Land Covenant in Covenant Instrument 12815191.2 affecting part Lot 1 DP 609059 marked D on DP 609059 - 12.10.2023 at 4:45 pm

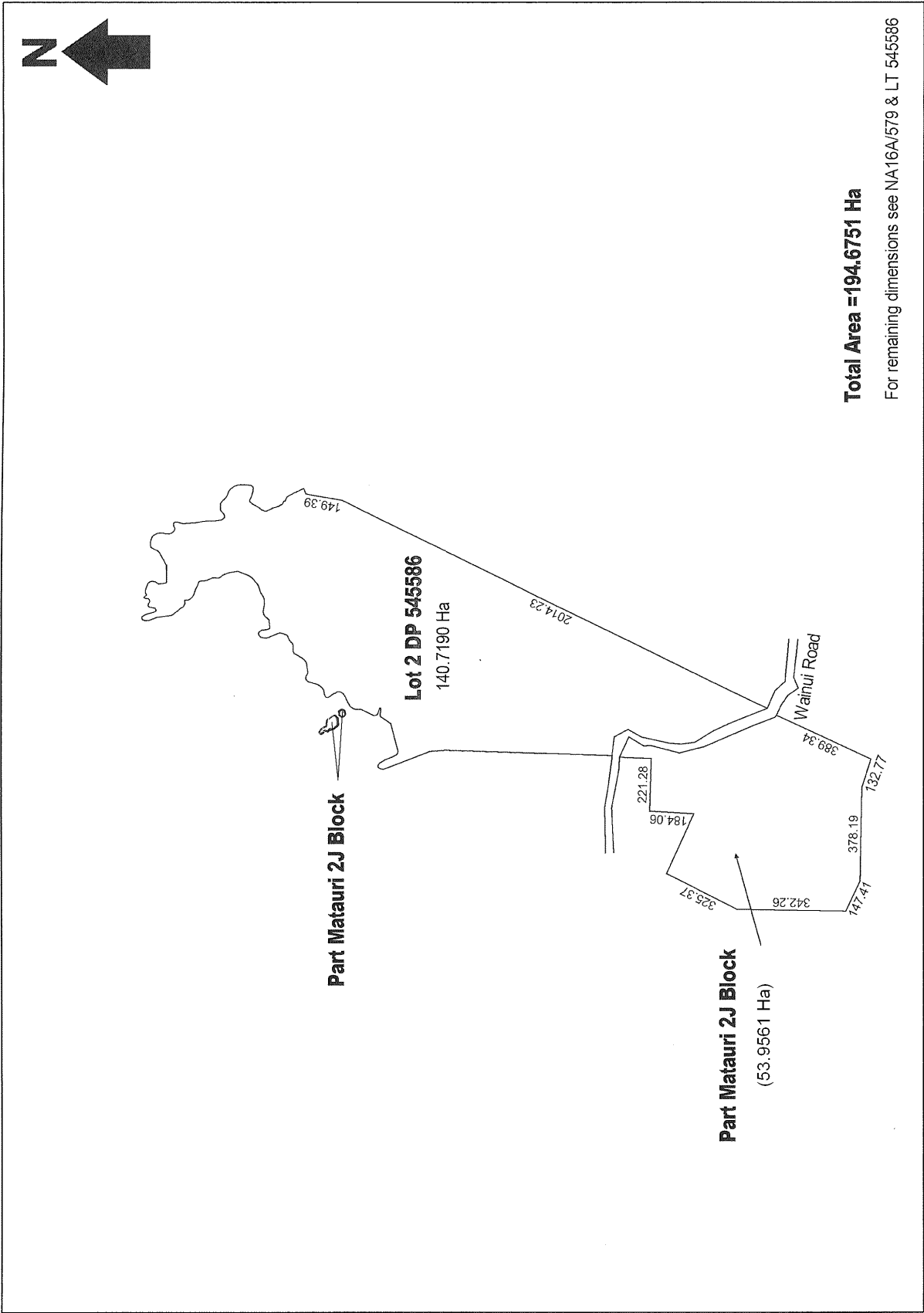
Subject to Section 241(2) Resource Management Act 1991 (affects DP 609059)

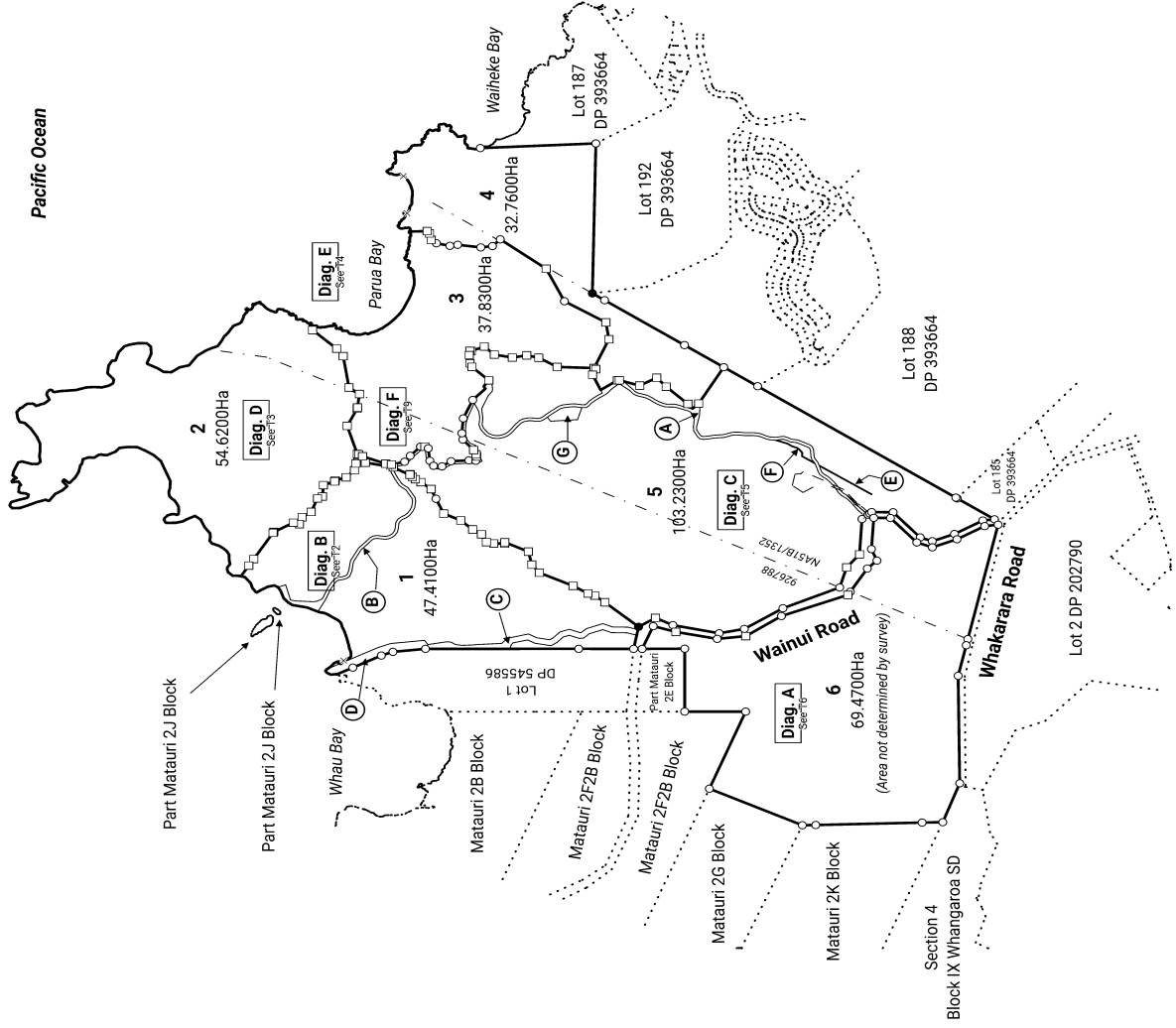
Subject to a right of way and right to convey electricity, telecommunications and water over part Lot 1 DP 609059 marked B on DP 609059 created by Easement Instrument 13113237.2 - 7.4.2026 at 5:25 pm

Appurtenant to Lot 1 DP 609059 is a right of way, right to convey electricity, telecommunications and water and a retaining wall right created by Easement Instrument 13113237.2 - 7.4.2026 at 5:25 pm

Some of the easements created by Easement Instrument 13113237.2 are subject to Section 243 (a) Resource Management Act 1991 (see DP 609059)

13113237.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.4.2026 at 5:25 pm (affects Lot 1 DP 609059)





T 1/13

Surveyors Ref: 23476

Land District: North Auckland

Digitally Generated Plan

Generated on: 08/09/2025 2:19pm Page 3 of 15

LOTS 1 - 6 BEING A SUBDIVISION OF PART MATAURI 2J, PART MATAURI 2H, MATAURI 1B1, LOT 2 DP 545586 & LOT 1 DP 72511.

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

Title Plan
LT 609059
Approved on: 8/09/2025

Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or profit à prendre,
Sections 90A and 90F, Land Transfer Act 1952

EI 8039834.5 Easement I

Copy - 01/01, Pgs - 007, 20/01/09, 10:46

Land registration district

NORTH AUCKLAND



DocID: 511955619

Grantor

Surname(s) must be underlined or in CAPITALS.

MATAURI X INCORPORATION AND PUBLIC TRUST AS RESPONSIBLE TRUSTEE

Grantee

Surname(s) must be underlined or in CAPITALS.

Philip Michael SMITH and Richard Arkle GREEN

Grant of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) 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, or **creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

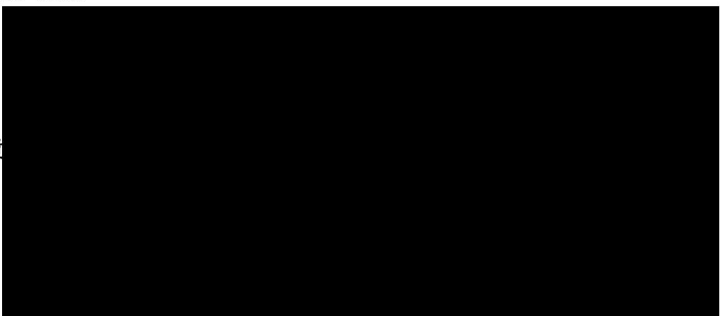
Dated this 16th day of October 2008

Attestation

	Signed in my presence by the Grantor
	Signature [Redacted] Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	Simon J.O. Jones Solicitor Auckland

Phil [Redacted]	Signed in my presence by the Grantee
	Signature [Redacted] Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	ALISON A. ARTHUR-YOUNG SOLICITOR AUCKLAND

Certified correct for the purposes of the Land Transfer Act 1952.



374-727
NA281/16
UASIB/1352
NA16A/579
NA280/632
If the consent of any person is required for the grant, the speci
REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

(S)
EI
60



Easement instrument

Dated

16 | 10 | 2008

Page

1

of

4

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See attached			

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated **16/10/2008**

Page **2** of **4** Pages

(Continue in additional Annexure Schedule, if required.)

Attestation Clause continued

ATTESTATION CONTINUED:

SIGNED by)
RICHARD ARKLE GREEN)
in the presence of:)

Witness signature

Stephanie Ann Bond
Solicitor
AUCKLAND

Witness name

Witness occupation

Witness address

SIGNED by)
PUBLIC TRUST)
in the presence of:)

Witness signature

Ian Boyd-Bell JP Reg: 32
Glenfield, Auckland
Justice of the Peace for New Zealand

Witness occupation --

Witness address

If this
solicitor

Annexure Schedule



Insert type of Instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 16/10/2008

Page 3 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

Schedule A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrains Development	"A" to "L" on DP393664	Lot 190 DP393664 being part Identifier 374728 and Lots 191 and 192 DP393664 comprised in Identifier 374727	Matauri No 1 B1 Block, as contained in Certificate of Title NA281/161; Part Matauri No 2H Block, as contained in Certificate of Title NA51B/1352; Matauri 2J Block, as contained in Certificate of Title NA16A/579; and Lot 1 Deposited Plan 72511, as contained in Certificate of Title NA28C/632

ANNEXURE SCHEDULE 2

1. INTRODUCTION

The Grantor and the Grantees are parties to a Deed entered into to settle certain issues in dispute between them relating to certain consents issued by the Far North District Council and the Northland Regional Council under numbers RC2060901 (as varied by RC2080257 and RC2080881-RMAVAR) and CON20061596701.

The Grantor and the Grantees enter into this covenant in favour of the Dominant Tenement to restrict the rights of the Grantor in relation to the Servient Tenement.

2. COVENANTS

2.1 The Grantor, for itself and its successors in title to the Servient Tenement, hereby covenants, and agrees with the Grantees and their successors in title to the Dominant Tenement, for the benefit of the Dominant Tenement that the Grantor will now and at all times hereafter observe and perform all the stipulations and restrictions contained in Schedule A to the end and intent that each of the stipulations and restrictions shall, in a manner and to the extent prescribed, inure for 52 years from the date of registration of this covenant for the benefit of, and be appurtenant to, the whole of the Dominant Tenement and every part thereof.



Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 16/10/2008

Page 4 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

**SCHEDULE A
Covenants**

those parts of

marked "A" - "L" on DP 393664

- 1.1 The Grantor covenants and agrees with the Grantees that the Grantor shall not complete, permit, allow or attempt any development of Lot 190 Deposited Plan 393664 (being part Identifier 374728) and Lots 191 and 192 Deposited Plan 393664 (comprised in Identifier 374727) for a period of 52 years from the date this covenant is registered against the relevant Identifiers, and shall not seek to vary the terms of this covenant without the written agreement of both the Environmental Defence Society Incorporated and the registered proprietors of the land legally described in Matauri No 1 B1 Block, as contained in Certificate of Title NA281/161; Part Matauri No 2H Block, as contained in Certificate of Title NA51B/1352; Matauri 2J Block, as contained in Certificate of Title NA16A/579; and Lot 1 Deposited Plan 72511, as contained in Certificate of Title NA28C/632. Without limitation, this restriction on development shall specifically prohibit any development that allows for human habitation on either a temporary or permanent basis.
- 1.2 This covenant will not operate to prevent the development of the Innoflow Technologies Limited wastewater treatment and disposal system authorised by Northland Regional Council resource consent CON20061596701 granted on 11 October 2006.
- 1.3 This covenant will not operate to prevent the exercise of any cutting rights for any forests on Lots 190, 191 or 192 Deposited Plan 393664 which existed as at 6 November 2006.

Deed of Covenant of Agreement
Areas "A" to "L" on DP 393664

I Karen Christine Hird Registrar/Deputy

Registrar of the Maori Land Court of
New Zealand Tairākeā

District, Hereby certify pursuant
to rule 165(F) of the Maori Land Court
Rules 1994, that the within instrument
has been produced to me, and has
been noted in the records of the



Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Easement Instrument

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

Strategic Nominees Limited

**Mortgage under Mortgage number
7338979.2**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

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

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section of the Act]

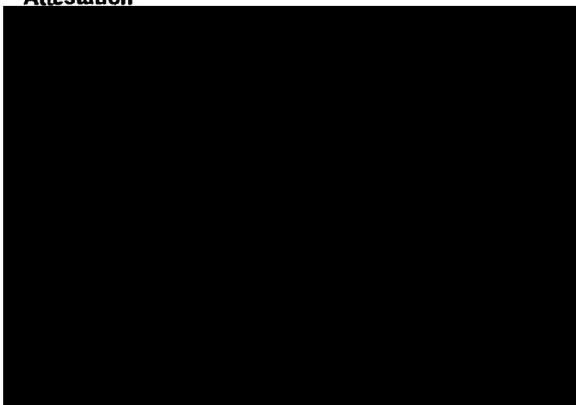
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Registration of the within Easement Instrument creating land covenants in favour of Philip Michael Smith and Richard Arkle Green

Dated this day of

Attestation



Signature of Witness

Business to complete in BLOCK letters (unless legibly printed)

Business name

Lana Guest

Occupation

Legal Secretary

Address

Auckland

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

View Instrument Details



Instrument No 11937606.5
Status Registered
Date & Time Lodged 08 March 2021 15:16
Lodged By Kyriak, Michael Thomas
Instrument Type Easement Instrument



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 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 Michael Thomas Kyriak as Grantor Representative on 25/02/2021 09:32 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Wade Robin Hansen as Grantee Representative on 08/03/2021 01:55 PM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

MATAURI TRUSTEE LIMITED

Grantee

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Grant of Easement

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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	A DP 545586	Lot 2 DP 545586	Lot 1 DP 545586

Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018.

The implied rights and powers are hereby varied by the provisions set out in Annexure Schedule.

Annexure Schedule

Insert instrument type

Easement Instrument
<p><u>The following provisions shall apply to the rights of way created by this easement instrument:</u></p> <p>Notwithstanding anything else in this easement, the Grantee shall be solely responsible for arranging the repair and maintenance of the easement facility and for the associated costs thereof so as to keep the facility in good order and to prevent it from becoming a danger or nuisance until such time as the Grantor commences regular use of the easement for the purpose of constructing or accessing a residential dwelling on its land.</p>

View Instrument Details



Instrument No 11937606.6
Status Registered
Date & Time Lodged 08 March 2021 15:16
Lodged By Kyriak, Michael Thomas
Instrument Type Easement Instrument



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 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 Wade Robin Hansen as Grantor Representative on 08/03/2021 01:55 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 Michael Thomas Kyriak as Grantee Representative on 25/02/2021 09:32 AM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Grantee

MATAURI TRUSTEE LIMITED

Grant of Easement

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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	B DP 545586 C DP 545586 D DP 545586	Lot 1 DP 545586	Lot 2 DP 545586

Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018

The implied rights and powers are hereby varied by the provisions set out in Annexure Schedule

Annexure Schedule

Insert instrument type

<p>Easement Instrument</p>
<p><u>The following provisions shall apply to the rights of way created by this easement instrument:</u></p> <p>Notwithstanding anything else in this easement, the Grantor shall be solely responsible for arranging the repair and maintenance of the easement facility and for the associated costs thereof so as to keep the facility in good order and to prevent it from becoming a danger or nuisance until such time as the Grantee commences regular use of the easement for the purpose of constructing or accessing a residential dwelling on its land.</p>

View Instrument Details



Instrument No 11937606.7
Status Registered
Date & Time Lodged 08 March 2021 15:16
Lodged By Kyriak, Michael Thomas
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



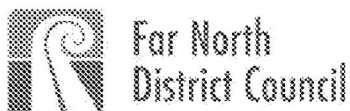
Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Michael Thomas Kyriak as Territorial Authority Representative on 09/04/2021 10:33 AM

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



Phone: 011 838 6000
Mobile: 011 838 6000
Telex: 838 6000
Name: 838 6000
Fax: 011 838 6000
Email: 838 6000@fndc.govt.nz
Website: www.fndc.govt.nz

Te Kaunihara o Te Tokerau ki Te Kaitiaki

*The top place where spirit
meets the world and time*

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC-2200201

Being the Subdivision of Matauri 1B1 2J Pt 2H & Restricted Roadway Blk XIII Wharara SD
Blk IX Whangaroa SD
North Auckland Registry

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

SCHEDULE

Lots 1 & 2 DP 545586

No buildings are to be located within the “No Build Areas” as shown as areas “E”, “G” and “I” (Lot 1) and “D” and “F” (Lot 2) on DP 545586 without the prior written approval of Council

SIGNED:



Mr Patrick John Killalea - Authorised Officer

By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
PRINCIPAL PLANNER – RESOURCE MANAGEMENT

DATED at **KERIKERI** this 13th day of October 2020



View Instrument Details



Instrument No 12815191.1
Status Registered
Date & Time Lodged 12 October 2023 16:45
Lodged By Kyriak, Theodore Gregor
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Wade Robin Hansen as Covenantor Representative on 12/10/2023 02:02 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Theodore Gregor Kyriak as Covenantee Representative on 12/10/2023 03:15 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Covenantee

MATAURI TRUSTEE LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Areas "D", "E", "G" and "I" on Lot 1, DP 545586	Lot 1 DP 545586 (RT 926787)	Lot 2 DP 545586 (RT 926788)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

Annexure Schedule B.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Schedule B

1. Definitions

"Building" means a temporary or permanent movable or immovable structure (including a structure intended for occupation by people, animals, machinery, or chattels) on the Servient Land, but does not include any, roads, fences or water troughs for livestock.

"Covenantee" means the registered owners of the Benefited Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

"Covenantor" means the registered owners of the Burdened Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

2. Recitals

- A. The Covenantor and the Covenantee are neighbours and share a significant boundary which follows a ridgeline between their two properties.
- B. The Covenantor and the Covenantee entered into an agreement in or around May 2019 which included an agreement by both parties to lodge appropriate restrictive covenants over their land in favour of the other party to create "no build areas" which prevent their land from being overlooked.
- C. This Covenant gives effect to the agreement by the Covenantor to grant an appropriate restrictive covenant to the Covenantee.

3. Covenant

- 3.1 The Covenantor hereby covenants and agrees with the Covenantee, for the benefit of the Benefited Land, that the Covenantor will not without the written consent of the Covenantee complete, permit, allow or attempt to construct or erect any Building on the Areas "D", "E", "G" and "I" on the Burdened Land.

4. Breach

- 4.1 If there should be any breach or non-observance by the Covenantor of any covenant or restriction contained in this Covenant Instrument, then without prejudice to any other liability which the Covenantor may have to the Covenantee or any persons having the benefit of the covenant and restriction, the Covenantor will upon written demand made by the Covenantee or the Covenantee's nominee:
 - (1) immediately cease any of the prohibited activities (as the case may be); and
 - (2) otherwise take all steps necessary to remedy the breach or non-observance of the covenant.
- 4.2 The Covenantor acknowledges and agrees that damages will not be an adequate remedy in the event of a breach by the Covenantor of the covenant contained in this Covenant Instrument, and without limiting any other right at law or in equity available to the Covenantee, a breach of the covenant in this Covenant Instrument shall entitle the Covenantee to immediate injunctive relief or to seek specific performance.

View Instrument Details



Instrument No 12815191.2
Status Registered
Date & Time Lodged 12 October 2023 16:45
Lodged By Kyriak, Theodore Gregor
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Theodore Gregor Kyriak as Covenantor Representative on 12/10/2023 03:17 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Wade Robin Hansen as Covenantee Representative on 12/10/2023 02:02 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

MATAURI TRUSTEE LIMITED

Covenantee

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Area "F" on Lot 2, DP 545586	Lot 2 DP 545586 (RT 926788)	Lot 1 DP 545586 (RT 926787)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

Annexure Schedule B.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule B

1. Definitions

"**Building**" means a temporary or permanent movable or immovable structure (including a structure intended for occupation by people, animals, machinery, or chattels) on the Servient Land, but does not include any, roads, fences or water troughs for livestock.

"**Covenantee**" means the registered owners of the Benefited Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

"**Covenantor**" means the registered owners of the Burdened Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

2. Recitals

- A. The Covenantor and the Covenantee are neighbours and share a significant boundary which follows a ridgeline between their two properties.
- B. The Covenantor and the Covenantee entered into an agreement in or around May 2019 which included an agreement by both parties to lodge appropriate restrictive covenants over their land in favour of the other party to create "no build areas" which prevent their land from being overlooked.
- C. This Covenant gives effect to the agreement by the Covenantor to grant an appropriate restrictive covenant to the Covenantee.

3. Covenant

- 3.1 The Covenantor hereby covenants and agrees with the Covenantee, for the benefit of the Benefited Land, that the Covenantor will not without the written consent of the Covenantee complete, permit, allow or attempt to construct or erect any Building on Area "F" on the Burdened Land.

4. Breach

- 4.1 If there should be any breach or non-observance by the Covenantor of any covenant or restriction contained in this Covenant Instrument, then without prejudice to any other liability which the Covenantor may have to the Covenantee or any persons having the benefit of the covenant and restriction, the Covenantor will upon written demand made by the Covenantee or the Covenantee's nominee:
 - (1) immediately cease any of the prohibited activities (as the case may be); and
 - (2) otherwise take all steps necessary to remedy the breach or non-observance of the covenant.
- 4.2 The Covenantor acknowledges and agrees that damages will not be an adequate remedy in the event of a breach by the Covenantor of the covenant contained in this Covenant Instrument, and without limiting any other right at law or in equity available to the Covenantee, a breach of the covenant in this Covenant Instrument shall entitle the Covenantee to immediate injunctive relief or to seek specific performance.



View Instrument Details

Instrument No	13113237.1
Status	Registered
Lodged By	Kyriak, Theodore Gregor
Date & Time Lodged	07 Apr 2026 17:25
Instrument Type	Order for New Certificate of Title

Head Records of Title	Land Districts
926788	North Auckland
NA281/161	North Auckland
NA28C/632	North Auckland
NA51B/1352	North Auckland

Registered Owners

Matauri Trustee Limited

New titles(s)	Legal description
1203866	Lot 1 Deposited Plan 609059 and Part Matauri 2J Block
1203867	Lot 2 Deposited Plan 609059
1203868	Lot 4 Deposited Plan 609059
1203869	Lots 3, 5 & 6 Deposited Plan 609059

Annexure Schedule	Contains 2 Pages
--------------------------	------------------

Signature

Signed by Theodore Gregor Kyriak as Registered Owner Representative on 17/04/2026 08:32 PM

*** End of Report ***



TA Approvals

Territorial Authority	Far North District Council TA Certification Division	TA Reference	2220280
Survey Number	LT 609059	Survey Purpose	LT Subdivision
Surveyor Reference	23476	Land District	North Auckland
Surveyor	Kurt Eric Watson		
Surveyor Firm	Survey & Planning Solutions (2010) Limited		
Dataset Description	LOTS 1 - 6 BEING A SUBDIVISION OF PART MATAURI 2J, PART MATAURI 2H, MATAURI 1B1, LOT 2 DP 545586 & LOT 1 DP 72511.		

TA Certificates

I hereby certify that plan LT 609059 was approved by the Far North District Council pursuant to section 223 of the Resource Management Act 1991 on the 5th day of February 2025.

The approval of the Council under Section 223 of the Resource Management Act 1991 is subject to the amalgamation condition(s) set out hereon

Pursuant to Section 224(c) Resource Management Act 1991 I hereby certify that all the conditions of the subdivision consent have been complied with to the satisfaction of the Far North District Council Dated this 5th day of February 2025.

That Lots 3, 5 & 6 Hereon be held in the same Record of Title. See Ref 1763957

That Pt Matauri 2J and Lot 1 Hereon be held in the same Record of Title. See Ref 1935059

Signature

Signed by Tianxu Huang, Authorised Officer, on 05/02/2025 04:38 PM

Receipt Information

Transaction Receipt Number	17558861
Signing Certificate (Distinguished Name)	Huang, Tianxu
Signing Certificate (Serial Number)	-561664349
Signature Date	05/02/2025

*** End of Report ***

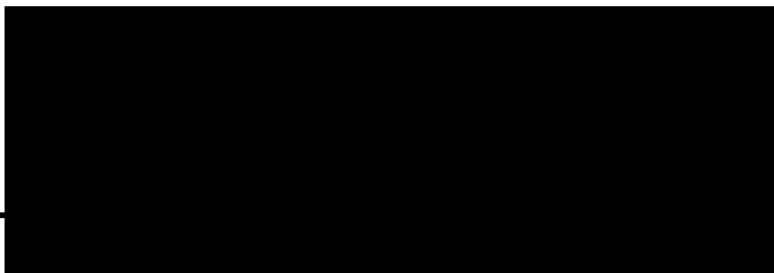
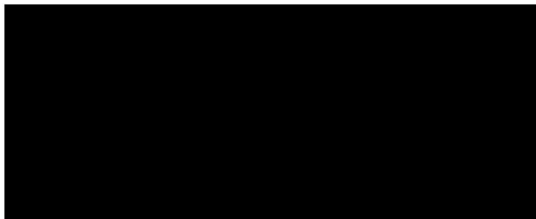
**CERTIFICATE OF LOCAL AUTHORITY
UNDER SECTION 241(3)
RESOURCE MANAGEMENT ACT, 1991**

FILE NUMBER: CER-2220280-CEROTH/A

APPLICANT: Matauri Trustee Limited

Far North District Council hereby cancels the amalgamation condition created by 1626984 detailed on RT926788.

DATED at **KERIKERI** this 5th day February 2025





View Instrument Details

Instrument No	13113237.2
Status	Registered
Lodged By	Kyriak, Theodore Gregor
Date & Time Lodged	07 Apr 2026 17:25
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1203866	North Auckland
1203867	North Auckland
1203868	North Auckland
1203869	North Auckland

Annexure Schedule Contains 2 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 Theodore Gregor Kyriak as Grantor Representative on 07/04/2026 05:23 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 Theodore Gregor Kyriak as Grantee Representative on 07/04/2026 05:23 PM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*
(Section 109 Land Transfer Act 2017)

Grantor

Matauri Trustee Limited

Grantee

Matauri Trustee Limited

Grant of Easement or *Profit à prendre*

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

Schedule A

Purpose of Easement, or <i>profit</i>	Shown DP609059	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way & Right to Convey Electricity, Telecommunications & Water	A	Lot 5 DP609059 – Part 1203869	Lot 6 DP609059 – Part 1203869 Lot 1 DP609059 – 1203866 Lot 2 DP609059 – 1203867 Lot 3 DP609059 – Part 1203869 Lot 4 DP609059 – 1203868
	B	Lot 1 DP609059 – 1203866	Lot 5 DP609059 – Part 1203869 Lot 6 DP609059 – Part 1203869 Lot 2 DP609059 – 1203867 Lot 3 DP609059 – Part 1203869 Lot 4 DP609059 – 1203868
Right to Convey Electricity & Telecommunications	E & F	Lot 5 DP609059 – Part 1203869	Lot 1 DP609059 – 1203866 Lot 2 DP609059 – 1203867 Lot 3 DP609059 – Part 1203869 Lot 4 DP609059 – 1203868

Purpose of Easement, or <i>profit</i>	Shown DP609059	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Retaining Wall	G	Lot 5 DP609059 – Part 1203869	Lot 6 DP609059 – Part 1203869 Lot 1 DP609059 – 1203866 Lot 2 DP609059 – 1203867 Lot 3 DP609059 – Part 1203869 Lot 4 DP609059 – 1203868

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

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** by the provisions set out below.

RIGHT OF WAY

The same rights and powers as set out in paragraph 6 of the Fifth Schedule to the Land Transfer Regulations 2018 and Fifth Schedule to the Property Law Act 2007 TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018 SAVE THAT where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.

RETAINING WALL

The Grantor and the Grantee and their successors in title shall be responsible for carrying out and meeting the costs of the upkeep maintenance and repair of the retaining wall located on the easement area and in the exercise of their rights and powers they will not do or suffer to be done anything which will render the retaining wall on the easement area unsafe or unstable.

The Grantee shall have the right to enter upon the Burdened Land to effect such repairs and maintenance to the retaining wall as may be necessary for the proper upkeep of the same.

The Grantor and the Grantee will ensure that the easement facility complies with local authority requirements for structures.

The Grantor covenants with the Grantee that they will not remove the retaining wall located on the easement area or do or suffer to be done anything which will render the retaining wall on the easement area unsafe or unstable.

TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018.



View Instrument Details

Instrument No	13113237.3
Status	Registered
Lodged By	Kyriak, Theodore Gregor
Date & Time Lodged	07 Apr 2026 17:25
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
1203866	North Auckland
1203867	North Auckland
1203868	North Auckland
1203869	North Auckland

Annexure Schedule	Contains 1 Pages
--------------------------	------------------

Signature

Signed by Theodore Gregor Kyriak as Territorial Authority Representative on 07/04/2026 05:24 PM

*** End of Report ***

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING CER-2220280-CER224/A

Being the Subdivision of Lot 2 DP 545586 Matauri 1B1 Blk Pt Matauri 2J 2H Blk
North Auckland Registry

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

SCHEDULE

All Lots DP 609059

- (i) Reticulated power supply or telecommunication services are not a requirement of this subdivision consent. The responsibility for providing both power supply and telecommunication services will remain the responsibility of the property owner.
- (ii) The site is identified as being within a kiwi present zone. Any cats and/or dogs kept onsite must be kept inside and/or tied up at night to reduce the risk of predation of North Island brown kiwi by domestic cats and dogs.

SIGNED:

Mr Tianxu Huang- Authorised Officer
By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
TEAM LEADER – RESOURCE CONSENTS

DATED at **KERIKERI** this 5th day of February 2025



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R. W. Muir
Registrar-General
of Land

Identifier **1203869**
Land Registration District **North Auckland**
Date Issued 07 April 2026

Prior References

926788 NA28C/632 NA51B/1352

Estate Fee Simple
Area 210.5300 hectares more or less
Legal Description Lot 3 Deposited Plan 609059 and Lot 5
 Deposited Plan 609059 and Lot 6
 Deposited Plan 609059

Registered Owners

Matauri Trustee Limited

Interests

Land Covenant in Easement Instrument 8039834.5 - 24.12.2008 at 9:00 am (Limited as to duration) (affects Lot 6 DP 609059, part Lot 3 DP 609059 formerly Matauri 2J Block and part Matauri 2H Block and part Lot 5 DP 609059 formerly Matauri 2J Block, Matauri 2H Block and Lot 1 DP 72511)

Appurtenant to Lots 3 and 5 DP 609059 formerly Lot 2 DP 545586 is a right of way created by Easement Instrument 11937606.6 - 8.3.2021 at 3:16 pm

The easements created by Easement Instrument 11937606.6 are subject to Section 243 (a) Resource Management Act 1991 11937606.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.3.2021 at 3:16 pm (affects Lots 3 and 5 DP 609059 formerly Lot 2 DP 545586)

Land Covenant in Covenant Instrument 12815191.1 - 12.10.2023 at 4:45 pm (affects Lots 3 and 5 DP 609059 formerly Lot 2 DP 545586 and part Lot 6 DP 609059 formerly Part Matauri 2J Block)

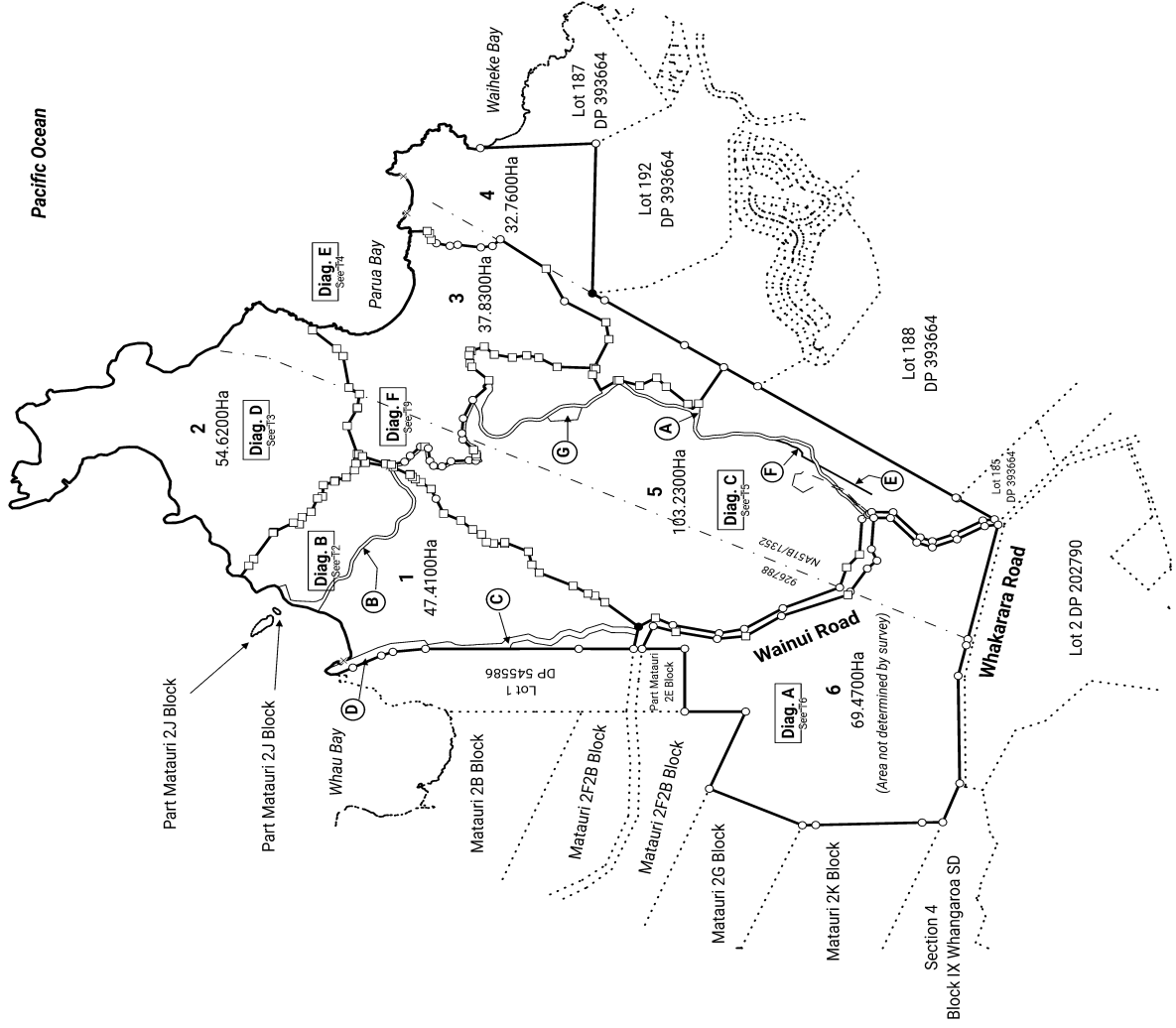
Subject to Section 241(2) Resource Management Act 1991 (affects DP 609059)

Subject to a right of way and right to convey electricity, telecommunications and water over part Lot 5 DP 609059 marked A, a right to convey electricity and telecommunications over part Lot 5 DP 609059 marked E and F and a retaining wall right over part Lot 5 DP 609059 marked G all on DP 609059 created by Easement Instrument 13113237.2 - 7.4.2026 at 5:25 pm

Appurtenant to Lots 3, 5 and 6 DP 609059 is a right of way and right to convey electricity, telecommunications and water, appurtenant to Lots 3 and 6 DP 609059 is a retaining wall right created by Easement Instrument 13113237.2 - 7.4.2026 at 5:25 pm

Some of the easements created by Easement Instrument 13113237.2 are subject to Section 243 (a) Resource Management Act 1991 (see DP 609059)

13113237.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.4.2026 at 5:25 pm



T 1/13

Surveyors Ref: 23476

Land District: North Auckland

Digitally Generated Plan

Generated on: 08/09/2025 2:19pm Page 3 of 15

LOTS 1 - 6 BEING A SUBDIVISION OF PART MATAURI 2J, PART MATAURI 2H, MATAURI 1B1, LOT 2 DP 545586 & LOT 1 DP 72511.

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

Title Plan
LT 609059
Approved on: 8/09/2025

Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or profit à prendre,
Sections 90A and 90F, Land Transfer Act 1952

EI 8039834.5 Easement I

Copy - 01/01, Pgs - 007, 20/01/09, 10:46



Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

MATAURI X INCORPORATION AND PUBLIC TRUST AS RESPONSIBLE TRUSTEE

Grantee

Surname(s) must be underlined or in CAPITALS.

Philip Michael SMITH and Richard Arkle GREEN

Grant of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) 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, or **creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

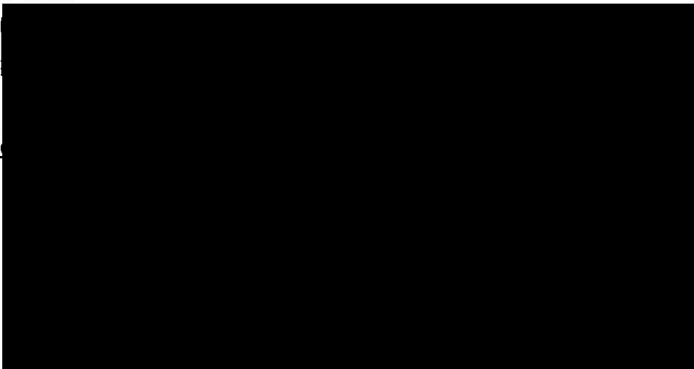
Dated this 16th day of October 2008

Attestation

	<p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p>
	<p>Simon J.O. Jones</p> <p>Occupation</p> <p>Solicitor</p> <p>Auckland</p> <p>Address</p>
<p>Signature [common seal] of Grantor</p>	

<p>Philip Michael Smith</p> <p>Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p>
	<p>ALLISON A. ARTHUR-YOUNG</p> <p>SOLICITOR</p> <p>AUCKLAND</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 1952.



374-727
NA281/16
UASIB/1352
NA16A/579
NA280/632
If the consent of any person is required for the grant, the specific
REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

(S)
EI
60



Easement instrument

Dated

16 / 10 / 2008

Page

1

of

4

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See attached			

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~the provisions set out in Annexure Schedule 2.~~

Covenant provisions

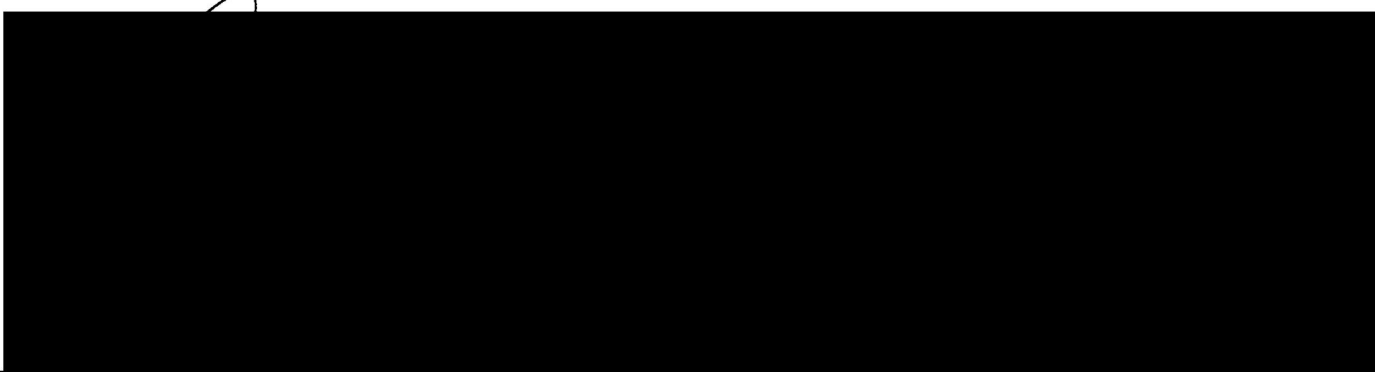
Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~[Annexure Schedule 2].~~



Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated **16/10/2008**

Page **2** of **4** Pages

(Continue in additional Annexure Schedule, if required.)

Attestation Clause continued

ATTESTATION CONTINUED:

SIGNED by
RICHARD ARKLE GREEN

Witness name

Stephanie Ann Bond
Solicitor
AUCKLAND

Witness occupation

Witness address

SIGNED by)
PUBLIC TRUST)
in the presence of:)

Witness occupation --

Witness address

Annexure Schedule



Insert type of Instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated 16/10/2008

Page 3 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

Schedule A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrains Development	"A" to "L" on DP393664	Lot 190 DP393664 being part Identifier 374728 and Lots 191 and 192 DP393664 comprised in Identifier 374727	Matauri No 1 B1 Block, as contained in Certificate of Title NA281/161; Part Matauri No 2H Block, as contained in Certificate of Title NA51B/1352; Matauri 2J Block, as contained in Certificate of Title NA16A/579; and Lot 1 Deposited Plan 72511, as contained in Certificate of Title NA28C/632

ANNEXURE SCHEDULE 2

1. INTRODUCTION

The Grantor and the Grantees are parties to a Deed entered into to settle certain issues in dispute between them relating to certain consents issued by the Far North District Council and the Northland Regional Council under numbers RC2060901 (as varied by RC2080257 and RC2080881-RMAVAR) and CON20061596701.

The Grantor and the Grantees enter into this covenant in favour of the Dominant Tenement to restrict the rights of the Grantor in relation to the Servient Tenement.

2. COVENANTS

2.1 The Grantor, for itself and its successors in title to the Servient Tenement, hereby covenants, and agrees with the Grantees and their successors in title to the Dominant Tenement, for the benefit of the Dominant Tenement that the Grantor will now and at all times hereafter observe and perform all the stipulations and restrictions contained in Schedule A to the end and intent that each of the stipulations and restrictions shall, in a manner and to the extent prescribed, inure for 52 years from the date of registration of this covenant for the benefit of, and be appurtenant to, the whole of the Dominant Tenement and every part thereof.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 16/10/2008

Page 4 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

**SCHEDULE A
Covenants**

those parts of

marked "A" - "L" on DP 393664

- 1.1 The Grantor covenants and agrees with the Grantees that the Grantor shall not complete, permit, allow or attempt any development of Lot 190 Deposited Plan 393664 (being part Identifier 374728) and Lots 191 and 192 Deposited Plan 393664 (comprised in Identifier 374727) for a period of 52 years from the date this covenant is registered against the relevant Identifiers, and shall not seek to vary the terms of this covenant without the written agreement of both the Environmental Defence Society Incorporated and the registered proprietors of the land legally described in Matauri No 1 B1 Block, as contained in Certificate of Title NA281/161; Part Matauri No 2H Block, as contained in Certificate of Title NA51B/1352; Matauri 2J Block, as contained in Certificate of Title NA16A/579; and Lot 1 Deposited Plan 72511, as contained in Certificate of Title NA28C/632. Without limitation, this restriction on development shall specifically prohibit any development that allows for human habitation on either a temporary or permanent basis.
- 1.2 This covenant will not operate to prevent the development of the Innoflow Technologies Limited wastewater treatment and disposal system authorised by Northland Regional Council resource consent CON20061596701 granted on 11 October 2006.
- 1.3 This covenant will not operate to prevent the exercise of any cutting rights for any forests on Lots 190, 191 or 192 Deposited Plan 393664 which existed as at 6 November 2006.

Deed of Covenant of Agreement
Areas "A" to "L" on DP 393664

I Karen Christine Hird Registrar/Deputy

Registrar of the Maori Land Court of
New Zealand Tairākeā

District, Hereby certify pursuant
to rule 165(F) of the Maori Land Court
Rules 1994, that the within instrument
has been produced to me, and has



Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Easement Instrument

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Strategic Nominees Limited	Mortgagee under Mortgage number 7338979.2
-----------------------------------	--

Consent
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

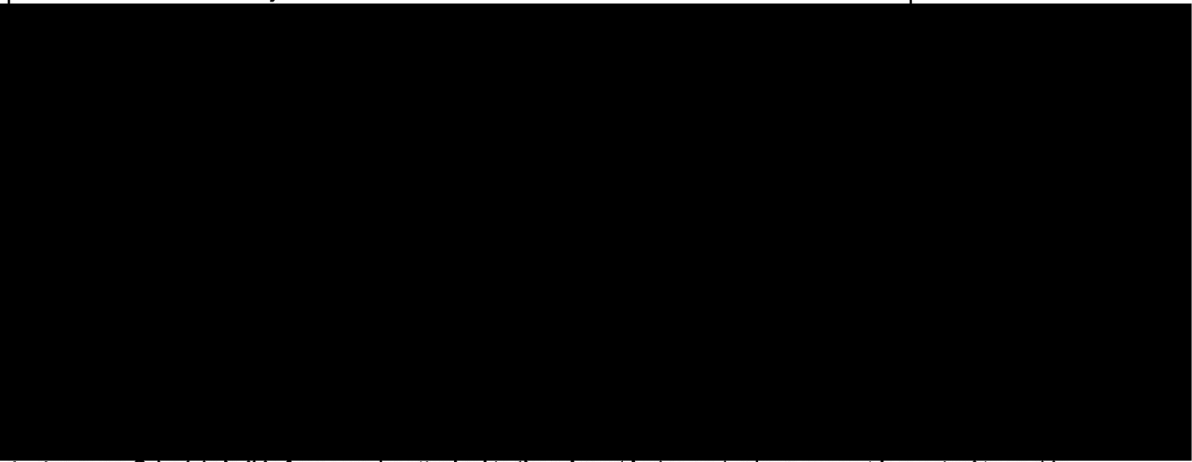
[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

Registration of the within Easement Instrument creating land covenants in favour of Philip Michael Smith and Richard Arkle Green

Dated this _____ day of _____



An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

View Instrument Details



Instrument No 11937606.6
Status Registered
Date & Time Lodged 08 March 2021 15:16
Lodged By Kyriak, Michael Thomas
Instrument Type Easement Instrument



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 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 Wade Robin Hansen as Grantor Representative on 08/03/2021 01:55 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 Michael Thomas Kyriak as Grantee Representative on 25/02/2021 09:32 AM

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

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Grantee

MATAURI TRUSTEE LIMITED

Grant of Easement

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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	B DP 545586 C DP 545586 D DP 545586	Lot 1 DP 545586	Lot 2 DP 545586

Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018

The implied rights and powers are hereby varied by the provisions set out in Annexure Schedule

Annexure Schedule

Insert instrument type

Easement Instrument
<p><u>The following provisions shall apply to the rights of way created by this easement instrument:</u></p> <p>Notwithstanding anything else in this easement, the Grantor shall be solely responsible for arranging the repair and maintenance of the easement facility and for the associated costs thereof so as to keep the facility in good order and to prevent it from becoming a danger or nuisance until such time as the Grantee commences regular use of the easement for the purpose of constructing or accessing a residential dwelling on its land.</p>

View Instrument Details



Instrument No 11937606.7
Status Registered
Date & Time Lodged 08 March 2021 15:16
Lodged By Kyriak, Michael Thomas
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



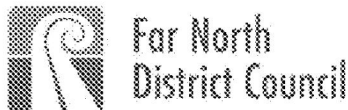
Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Michael Thomas Kyriak as Territorial Authority Representative on 09/04/2021 10:33 AM

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



Phone: 011 838 6000
Mobile: 011 838 6000
Telex: 838 6000
Name: 838 6000
Fax: 011 838 6000
Email: 838 6000@fndc.govt.nz
Website: www.fndc.govt.nz

Te Kaunihara o Te Tokerau ki Te Kaitiaki

*The top place where spirit
meets the world and time*

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING RC-2200201

Being the Subdivision of Matauri 1B1 2J Pt 2H & Restricted Roadway Blk XIII Wharara SD
Blk IX Whangaroa SD
North Auckland Registry

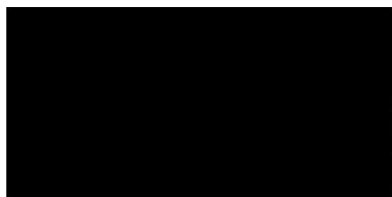
PURSUANT to Section 221 and for the purpose of Section 224 (c) (ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner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

SCHEDULE

Lots 1 & 2 DP 545586

No buildings are to be located within the "No Build Areas" as shown as areas "E", "G" and "I" (Lot 1) and "D" and "F" (Lot 2) on DP 545586 without the prior written approval of Council

SIGNED:



Patrick John Killalea - Authorised Officer
DISTRICT COUNCIL
ty:
- RESOURCE MANAGEMENT

DATED at **KERIKERI** this 13th day of October 2020



View Instrument Details



Instrument No 12815191.1
Status Registered
Date & Time Lodged 12 October 2023 16:45
Lodged By Kyriak, Theodore Gregor
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
926787	North Auckland
926788	North Auckland

Annexure Schedule Contains 2 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Wade Robin Hansen as Covenantor Representative on 12/10/2023 02:02 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Theodore Gregor Kyriak as Covenantee Representative on 12/10/2023 03:15 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Sheryl Dianne HYNDMAN and SMITH & PARTNERS TRUSTEE CO LIMITED

Covenantee

MATAURI TRUSTEE LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Areas "D", "E", "G" and "I" on Lot 1, DP 545586	Lot 1 DP 545586 (RT 926787)	Lot 2 DP 545586 (RT 926788)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

Annexure Schedule B.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Schedule B

1. Definitions

"Building" means a temporary or permanent movable or immovable structure (including a structure intended for occupation by people, animals, machinery, or chattels) on the Servient Land, but does not include any, roads, fences or water troughs for livestock.

"Covenantee" means the registered owners of the Benefited Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

"Covenantor" means the registered owners of the Burdened Land in Schedule A, jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

2. Recitals

- A. The Covenantor and the Covenantee are neighbours and share a significant boundary which follows a ridgeline between their two properties.
- B. The Covenantor and the Covenantee entered into an agreement in or around May 2019 which included an agreement by both parties to lodge appropriate restrictive covenants over their land in favour of the other party to create "no build areas" which prevent their land from being overlooked.
- C. This Covenant gives effect to the agreement by the Covenantor to grant an appropriate restrictive covenant to the Covenantee.

3. Covenant

- 3.1 The Covenantor hereby covenants and agrees with the Covenantee, for the benefit of the Benefited Land, that the Covenantor will not without the written consent of the Covenantee complete, permit, allow or attempt to construct or erect any Building on the Areas "D", "E", "G" and "I" on the Burdened Land.

4. Breach

- 4.1 If there should be any breach or non-observance by the Covenantor of any covenant or restriction contained in this Covenant Instrument, then without prejudice to any other liability which the Covenantor may have to the Covenantee or any persons having the benefit of the covenant and restriction, the Covenantor will upon written demand made by the Covenantee or the Covenantee's nominee:
 - (1) immediately cease any of the prohibited activities (as the case may be); and
 - (2) otherwise take all steps necessary to remedy the breach or non-observance of the covenant.
- 4.2 The Covenantor acknowledges and agrees that damages will not be an adequate remedy in the event of a breach by the Covenantor of the covenant contained in this Covenant Instrument, and without limiting any other right at law or in equity available to the Covenantee, a breach of the covenant in this Covenant Instrument shall entitle the Covenantee to immediate injunctive relief or to seek specific performance.



View Instrument Details

Instrument No	13113237.1
Status	Registered
Lodged By	Kyriak, Theodore Gregor
Date & Time Lodged	07 Apr 2026 17:25
Instrument Type	Order for New Certificate of Title

Head Records of Title	Land Districts
926788	North Auckland
NA281/161	North Auckland
NA28C/632	North Auckland
NA51B/1352	North Auckland

Registered Owners

Matauri Trustee Limited

New titles(s)	Legal description
1203866	Lot 1 Deposited Plan 609059 and Part Matauri 2J Block
1203867	Lot 2 Deposited Plan 609059
1203868	Lot 4 Deposited Plan 609059
1203869	Lots 3, 5 & 6 Deposited Plan 609059

Annexure Schedule	Contains 2 Pages
--------------------------	------------------

Signature

Signed by Theodore Gregor Kyriak as Registered Owner Representative on 17/04/2026 08:32 PM

*** End of Report ***



TA Approvals

Territorial Authority	Far North District Council TA Certification Division	TA Reference	2220280
Survey Number	LT 609059	Survey Purpose	LT Subdivision
Surveyor Reference	23476	Land District	North Auckland
Surveyor	Kurt Eric Watson		
Surveyor Firm	Survey & Planning Solutions (2010) Limited		
Dataset Description	LOTS 1 - 6 BEING A SUBDIVISION OF PART MATAURI 2J, PART MATAURI 2H, MATAURI 1B1, LOT 2 DP 545586 & LOT 1 DP 72511.		

TA Certificates

I hereby certify that plan LT 609059 was approved by the Far North District Council pursuant to section 223 of the Resource Management Act 1991 on the 5th day of February 2025.

The approval of the Council under Section 223 of the Resource Management Act 1991 is subject to the amalgamation condition(s) set out hereon

Pursuant to Section 224(c) Resource Management Act 1991 I hereby certify that all the conditions of the subdivision consent have been complied with to the satisfaction of the Far North District Council Dated this 5th day of February 2025.

That Lots 3, 5 & 6 Hereon be held in the same Record of Title. See Ref 1763957

That Pt Matauri 2J and Lot 1 Hereon be held in the same Record of Title. See Ref 1935059

Signature

Signed by Tianxu Huang, Authorised Officer, on 05/02/2025 04:38 PM

Receipt Information

Transaction Receipt Number	17558861
Signing Certificate (Distinguished Name)	Huang, Tianxu
Signing Certificate (Serial Number)	-561664349
Signature Date	05/02/2025

*** End of Report ***

**CERTIFICATE OF LOCAL AUTHORITY
UNDER SECTION 241(3)
RESOURCE MANAGEMENT ACT, 1991**

FILE NUMBER: CER-2220280-CEROTH/A

APPLICANT: Matauri Trustee Limited

Far North District Council hereby cancels the amalgamation condition created by 1626984 detailed on RT926788.

DATED at **KERIKERI** this 5th day February 2025

Mr Tianxu Huang – Authorised Officer
By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
TEAM LEADER – RESOURCE CONSENTS



View Instrument Details

Instrument No	13113237.2
Status	Registered
Lodged By	Kyriak, Theodore Gregor
Date & Time Lodged	07 Apr 2026 17:25
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1203866	North Auckland
1203867	North Auckland
1203868	North Auckland
1203869	North Auckland

Annexure Schedule Contains 2 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 Theodore Gregor Kyriak as Grantor Representative on 07/04/2026 05:23 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 Theodore Gregor Kyriak as Grantee Representative on 07/04/2026 05:23 PM

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

Form 22

Easement instrument to grant easement or *profit à prendre*
(Section 109 Land Transfer Act 2017)

Grantor

Matauri Trustee Limited

Grantee

Matauri Trustee Limited

Grant of Easement or *Profit à prendre*

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

Schedule A

Purpose of Easement, or <i>profit</i>	Shown DP609059	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way & Right to Convey Electricity, Telecommunications & Water	A	Lot 5 DP609059 – Part 1203869	Lot 6 DP609059 – Part 1203869 Lot 1 DP609059 – 1203866 Lot 2 DP609059 – 1203867 Lot 3 DP609059 – Part 1203869 Lot 4 DP609059 – 1203868
	B	Lot 1 DP609059 – 1203866	Lot 5 DP609059 – Part 1203869 Lot 6 DP609059 – Part 1203869 Lot 2 DP609059 – 1203867 Lot 3 DP609059 – Part 1203869 Lot 4 DP609059 – 1203868
Right to Convey Electricity & Telecommunications	E & F	Lot 5 DP609059 – Part 1203869	Lot 1 DP609059 – 1203866 Lot 2 DP609059 – 1203867 Lot 3 DP609059 – Part 1203869 Lot 4 DP609059 – 1203868

Purpose of Easement, or <i>profit</i>	Shown DP609059	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Retaining Wall	G	Lot 5 DP609059 – Part 1203869	Lot 6 DP609059 – Part 1203869 Lot 1 DP609059 – 1203866 Lot 2 DP609059 – 1203867 Lot 3 DP609059 – Part 1203869 Lot 4 DP609059 – 1203868

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

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** by the provisions set out below.

RIGHT OF WAY

The same rights and powers as set out in paragraph 6 of the Fifth Schedule to the Land Transfer Regulations 2018 and Fifth Schedule to the Property Law Act 2007 TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018 SAVE THAT where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.

RETAINING WALL

The Grantor and the Grantee and their successors in title shall be responsible for carrying out and meeting the costs of the upkeep maintenance and repair of the retaining wall located on the easement area and in the exercise of their rights and powers they will not do or suffer to be done anything which will render the retaining wall on the easement area unsafe or unstable.

The Grantee shall have the right to enter upon the Burdened Land to effect such repairs and maintenance to the retaining wall as may be necessary for the proper upkeep of the same.

The Grantor and the Grantee will ensure that the easement facility complies with local authority requirements for structures.

The Grantor covenants with the Grantee that they will not remove the retaining wall located on the easement area or do or suffer to be done anything which will render the retaining wall on the easement area unsafe or unstable.

TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018.



View Instrument Details

Instrument No	13113237.3
Status	Registered
Lodged By	Kyriak, Theodore Gregor
Date & Time Lodged	07 Apr 2026 17:25
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
1203866	North Auckland
1203867	North Auckland
1203868	North Auckland
1203869	North Auckland

Annexure Schedule	Contains 1 Pages
--------------------------	------------------

Signature

Signed by Theodore Gregor Kyriak as Territorial Authority Representative on 07/04/2026 05:24 PM

*** End of Report ***

THE RESOURCE MANAGEMENT ACT 1991

SECTION 221: CONSENT NOTICE

REGARDING CER-2220280-CER224/A

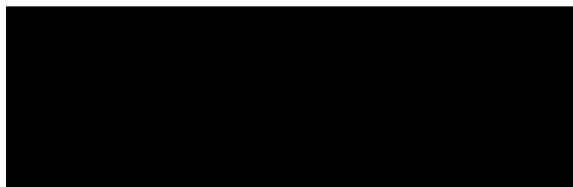
Being the Subdivision of Lot 2 DP 545586 Matauri 1B1 Blk Pt Matauri 2J 2H Blk
North Auckland Registry

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

SCHEDULE

All Lots DP 609059

- (i) Reticulated power supply or telecommunication services are not a requirement of this subdivision consent. The responsibility for providing both power supply and telecommunication services will remain the responsibility of the property owner.
- (ii) The site is identified as being within a kiwi present zone. Any cats and/or dogs kept onsite must be kept inside and/or tied up at night to reduce the risk of predation of North Island brown kiwi by domestic cats and dogs.



SIGNED: **Mr Tianxu Huang- Authorised Officer**
By the FAR NORTH DISTRICT COUNCIL
Under delegated authority:
TEAM LEADER – RESOURCE CONSENTS

DATED at **KERIKERI** this 5th day of February 2025

Schedule of New Easements (to be conditional to the RC)

Purpose	Shown	Burdened Land	Benefited Land
Right of Way	A	Lot 1 DP 609059	Lot 1 hereon
Right of Way	B & K	Lot 2 hereon	Lot 1 hereon
Right of Way	C & D	Lot 1 hereon	Lot 2 hereon & Lot 1 DP 609059

Schedule of New Easements (not to be conditional to the RC)

Purpose	Shown	Burdened Land	Benefited Land
Right to convey water	L	Lot 2 hereon	Lot 1 hereon

Schedule of Existing Easements in gross to be retained

Purpose/Interest	Shown	Burdened Land	Created By
Right to transmit and convey Electricity & Telecommunications	H & J	Lot 2 hereon	D328434.1

Schedule of Existing Easements to be surrendered

Purpose/Interest	Shown	Burdened Land	Benefited Land	Created By
Right of Way	A	Lot 1 DP 609059	Lot 1 DP 545586	EI 11937606.5
Right of Way	B	Lot 2 hereon	Lot 2 DP 545586	EI 11937606.6
Right of Way	C & D	Lot 1 hereon	Lot 2 DP 545586	EI 11937606.6

The easements created by EI 11937606.5 & EI 11937606.6 are subject to Section 243 (a) Resource Management Act 1991 [243(e) certificates to be required]

EXISTING COVENANTS TO REMAIN:

Areas D, E G & I are subject to an existing (no build) covenant [11937606.7 & 12815191.1]

Area F is subject to an existing (no build) covenant [11937606.7 & 12815191.2]

AMALGAMATIONS:

The existing amalgamation condition requiring Lot 1 DP 545586 & Pt Matauri 2E Blk together is to be cancelled [241(3) certificate required]

That Lot 2 be transferred to the owner of Lot 1 DP 609059 (1203866) and that one Record of Title be issued to include both parcels

That Part Matauri 2E Block be transferred to the owner of Lot 6 DP 609059 (1203869) and that one Record of Title be issued to include both parcels

SHEET TITLE:

Proposed Subdivision of
Lot 1
DP 545586

Local Authority: **Far North District Council**

District Plan Zone: **Rural Production**

Height Datum: **-**

Local Reference: **-**

Contour Interval:

Major: **-** Minor: **-**

Address: **2003 Wainui Road, Kaeo**

CFR Ref: **926787** Area: **18.0470 ha.**

GENERAL DISCLAIMERS

**AREAS AND MEASUREMENTS ARE
SUBJECT TO FINAL SURVEY**

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.

JOB/CLIENT:

Matauri Trustees Ltd

Job No: **23476.06**

File: **Scheme Plan v1.lcd**

	Name	Date
Surveyed		
Drawn	KW	March 2026
Rev No.	V2	25 March 2026

Williams & King

Registered Land Surveyors, Planners & Land Development Consultants



27 Hobson Ave
PO Box 937, Kerikeri

Tel: 09-407 6030 Fax: 09-4076032
Email: kerikeri@surveyandplanning.co.nz

SCALE @ A3
1:3000

SHEET No
1/1



Concept Development Meeting Minutes

Date: 28-Oct-2025
Concept Number: CDM-2026-11
Address: 2105 Wainui Road, Kaeo 0478
Duration of Meeting:

1. Meeting Attendees

Council:

- Gio Alagao (Intermediate Planner)

Applicant:

- Peter Hall (Planning Consultant)
- Theo Kyriak (Lawyer)

2. Proposal & Documents Submitted for CDM



CDM_Application_f
orm_2025.pdf



Neighbouring
Property Draft Boun

3. Detail of Proposal – as outlined by the applicant at the meeting

Boundary adjustment between the Mātāriki Trust (Lot 2 DP 545586 and Part Matauri 2J Block) and their neighbour Sheryl Hyndman, whereby approximately 16–17 hectares of Heinman's inland property would be transferred to the adjoining Mātāriki Trust farm, and a coastal balance area of around 4 hectares (containing an existing dwelling) would be retained by Hyndman's family. The adjustment would not create any additional titles but would realign the boundary to better reflect existing land use and ownership arrangements between the two long-standing neighbouring families.

4. Discussion – at the meeting

Discussed:

- Planning considerations for the proposed boundary adjustment, including the split zoning of the land under both the ODP and PDP
- the potential Esplanade Reserve requirements given the coastal frontage,
- the presence of several archaeological and cultural sites, with early iwi consultation recommended.

- The discussion also covered whether the application should proceed as a stand-alone boundary adjustment or a s127 variation to the earlier consent, as well as the need to ensure the proposal would not set an undesirable precedent.

5. Conclusion and Next Steps

No fundamental planning barriers to the proposed boundary adjustment, provided that technical and procedural matters are appropriately addressed. Key point requiring follow-up include clarifying the appropriate application pathway (whether it is appropriate to do a boundary adjustment then a s127 variation after. I am to consult internally with my Team Leader and provide further advice.

I will be having a meeting with my TL and Principal Planner on Thursday to discuss this further.

Please Note:

The views and opinions by Council Officers at the Concept Development Meetings and in these associated notes provide their preliminary view only. A final determination on whether Council can support the consent or not, and whether the resource consent application will be processed on a notified or non-notified base can only be made upon receipt of a formal application, site visit and review.

MATAURI TRUSTEE LTD,
PROPOSED BOUNDARY ADJUSTMENT SUBDIVISION,
MATAURI BAY:
ARCHAEOLOGICAL ASSESSMENT

Prepared for
Matauri Trustee Ltd

May 2026



By

Kim Tatton (MA Hons)

Jen Low (MA Hons)

Clough
& ASSOCIATES LTD

321 Forest Hill Rd,
Waipara, Auckland 0612
Telephone: (09) 8141946
Mobile 0274 850 059
www.clough.co.nz

TABLE OF CONTENTS

Introduction	1
Project Background	1
Methodology	1
Historical Background	5
Māori Settlement	5
European Settlement	9
Archaeological Background	11
Previous Archaeological Work	11
Historical Survey	14
Information from Early Maps and Plans	14
Information from Early Aerials	14
Field Assessment	20
Field Survey Results	20
Discussion and Conclusions	26
Summary of Results	26
Māori Cultural Values	26
Survey Limitations	26
Archaeological Value and Significance	27
Effects of the Proposal	27
Resource Management Act 1991 Requirements	28
Heritage New Zealand Pouhere Taonga Act 2014 Requirements	28
Conclusions	29
Recommendations	30
Bibliography	31
Appendix 1: Māori owners	32
Appendix 2: NZAA Site Records	33

INTRODUCTION

Project Background

Matauri Trustee Ltd (Matauri Trustee) is proposing to undertake a boundary adjustment subdivision between the Matauri Trustee property (Lot 2 DP 545586 and Part Matauri 2J Block) and a neighbouring property (Hyndman Block – Part Matauri 2E, Lot 1 DP 545586) (subject properties) on Wainui Road between Matauri Bay and Te Ngaere on the Whangaroa coast in Northland (Figure 1 and Figure 2). The boundary adjustment will result in approximately 15.5 hectares of the Hyndman inland property being transferred to the adjoining Matauri Trustee farm, and a coastal balance area of around 5.5 hectares (containing an existing dwelling) being retained by the neighbour (Figure 3).

The boundary adjustment subdivision will not create any additional titles but would realign the boundary to better reflect existing land use and ownership arrangements. The existing boundary and fence line between the two properties will remain unchanged, however, a new boundary and fence line will be established between the two new lots (Lots 1 & 2) within the Hyndman Block. The existing right of way and house on the Hyndman Block will also remain unchanged and no further development is proposed.

An archaeological assessment was commissioned by Matauri Trustee to ensure the proposed boundary adjustment would avoid impact on archaeological values. This report has been prepared as part of the required assessment of effects accompanying a resource consent application under the Resource Management Act 1991 (RMA) and to identify any requirements under the Heritage New Zealand Pouhere Taonga Act 2014 (HNZPTA). Recommendations are made in accordance with statutory requirements.

Methodology

The New Zealand Archaeological Association's (NZAA) site record database (ArchSite), Far North District Plan schedules and the Heritage New Zealand Pouhere Taonga (Heritage NZ) New Zealand Heritage List/Rārangi Kōrero were searched for information on sites recorded in the vicinity. Literature and archaeological reports relevant to the area were consulted (see Bibliography). Early survey plans and aerial photographs were checked for information relating to past use of the property. Archival research was carried out to establish the history of the properties.

A field inspection of the Hyndman Block property and adjacent land boundary with the Matauri Trustee property was conducted in February 2026. The ground surface was examined for evidence of former occupation (in the form of shell midden, depressions, terracing or other unusual formations within the landscape, or indications of 19th century European settlement remains). Exposed and disturbed soils were examined where encountered for evidence of earlier modification, and an understanding of the local stratigraphy. Sites were photographed, GPS readings taken and site record forms updated. Photographs were taken to record the area and its immediate surrounds.

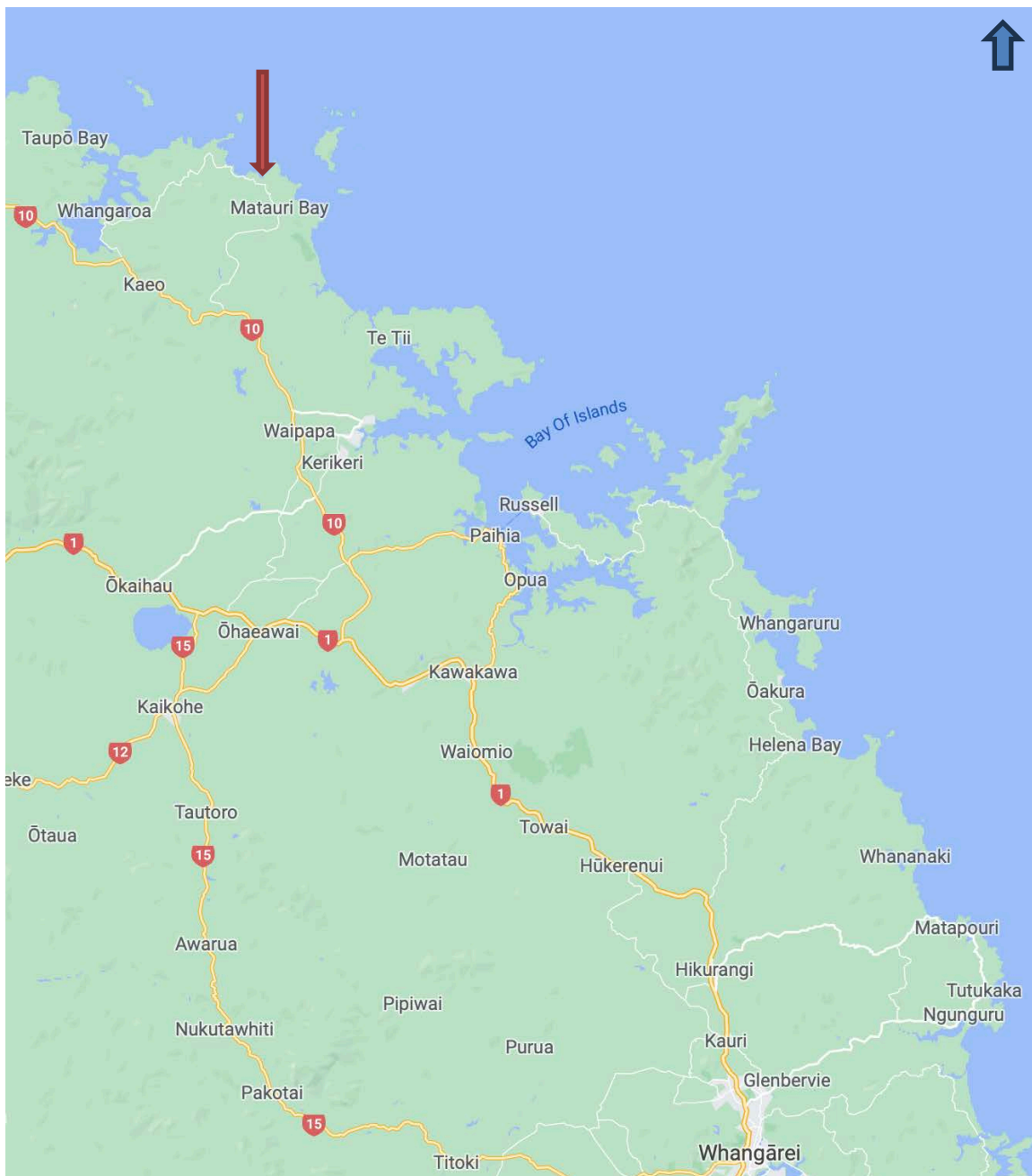


Figure 1. The location of the subject properties on the Whangaroa coast, Northland (indicated by arrow) (source: Google Maps)



Figure 2. The location of the Mātāuri Trustee property (top) and the neighbouring Hyndman Block (bottom) (source fndc.maps.arcgis.com)

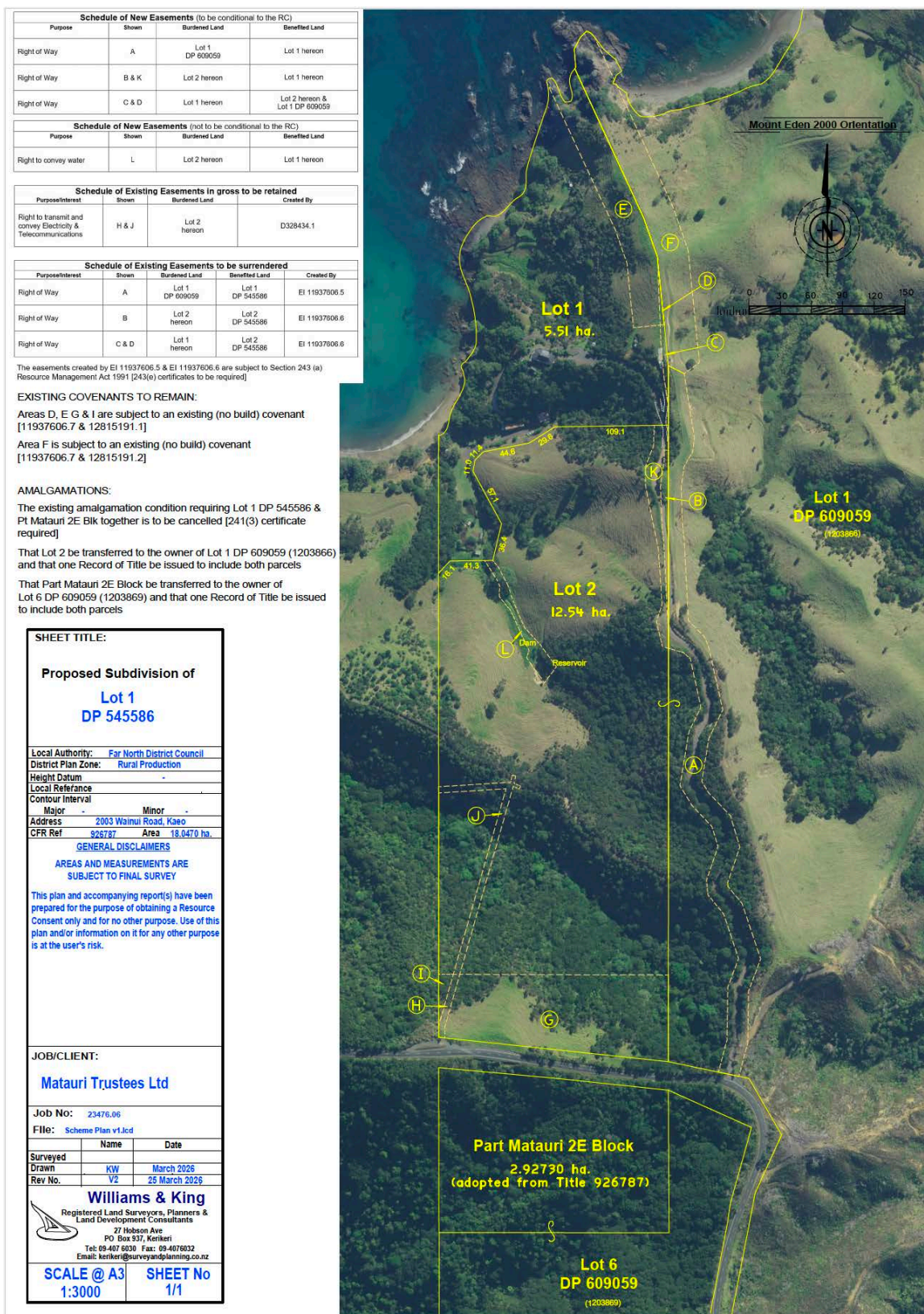


Figure 3. Proposed scheme plan of the boundary adjustment subdivision of Lot 1 DP 545586 (source: Williams & King Surveyors)

HISTORICAL BACKGROUND

Māori Settlement¹

The ancestral Māori history of the Whangaroa region is a complex series of migrations, conquests and occupation and beyond the scope of this report. There are a number of iwi historically associated with the Whangaroa region, and many histories known to tangata whenua.

The Whangaroa – Matauri area contains a rich cultural landscape evidenced by the number of archaeological and other cultural heritage sites recorded representing occupation from early settlement by Polynesian voyagers through to European settlement and industry. With its long indented coastline, mild climate, sheltered harbour and surrounding abundant resources it offered attractive settlement opportunities for both Māori and European alike. Of the recorded archaeological sites along the Whangaroa coastline there are many pā sites on ridges and headlands, sheltered bays which were favourable for settlement, and extensive agricultural systems found on the sea coast and offshore islands. Also of note in the region are pā with historic musket warfare adaptations (Maingay 1986:48).

The earliest known map of the area showing Matauri and the Cavalli Islands dates from 1793.² It was drawn by two Māori men, Tuki (a tohunga) and Huru (a rangitira), who were kidnapped near Motukawanui by Phillip Gidley King, the Governor of New South Wales, who took them to Norfolk Island. The map roughly illustrates the area from Doubtless Bay to the Cavalli Islands and shows Whangaroa as a populous area (Figure 4).

In 1814, Samuel Marsden set foot for the first time in New Zealand, reputedly on the shore at Matauri Bay. It was claimed as his territory by Chief Hongi of the Ngāpuhi who were aboard Marsden’s ship the *Active* but there was a visiting party from Whangapoa camped on the shore under their chief ‘George’ (Te Ara or Tiara) (Elder 1932:86). Marsden’s object in landing was to make peace between the two tribes who had been at war since the attack on the English ship the *Boyd* in Whangaroa Harbour in 1809. J. L Nicholas, a New South Wales farmer who came to New Zealand with Marsden, recorded the industry with which the coastal people made gardens. Looking at the coast north of Matauri Bay he noted “*These hills rise with a gradual and gentle acclivity, which rendered them perfectly convenient for all purposes of cultivation, and on their sides were many proofs of the industry of the natives*” (Sale 1991:31).

In the 1860s Matauri Bay was occupied by Ngatirehia under the chief Te Kohia Ngāpuhi. Some 10 years later in the 1870s Parliamentary returns list 125 people in the bay under the Ngaituponga chief Kingi Hori Kira, previously listed as resident at Te Ngaere (Sale 1991:92).

Matauri Māori lived mainly at Matauri Bay, Waiaua and Te Ngaere where land was able to be cultivated. Extraction industries – principally timber and gum - were a major source of income and employment for local Māori during the late 19th century, and timber was extracted from Matauri and the surrounding area from this period. Timber extraction on Matauri caused friction amongst Māori, which appeared to have been one reason why some sought title determination from the Native Land Court. During the early 20th century and

¹ While based on reliable documentary sources, this information should not be viewed as complete or without other context.

² Copied from E. V. Sale, *Whangaroa.*, Whangaroa Book Committee, 1991, p.36

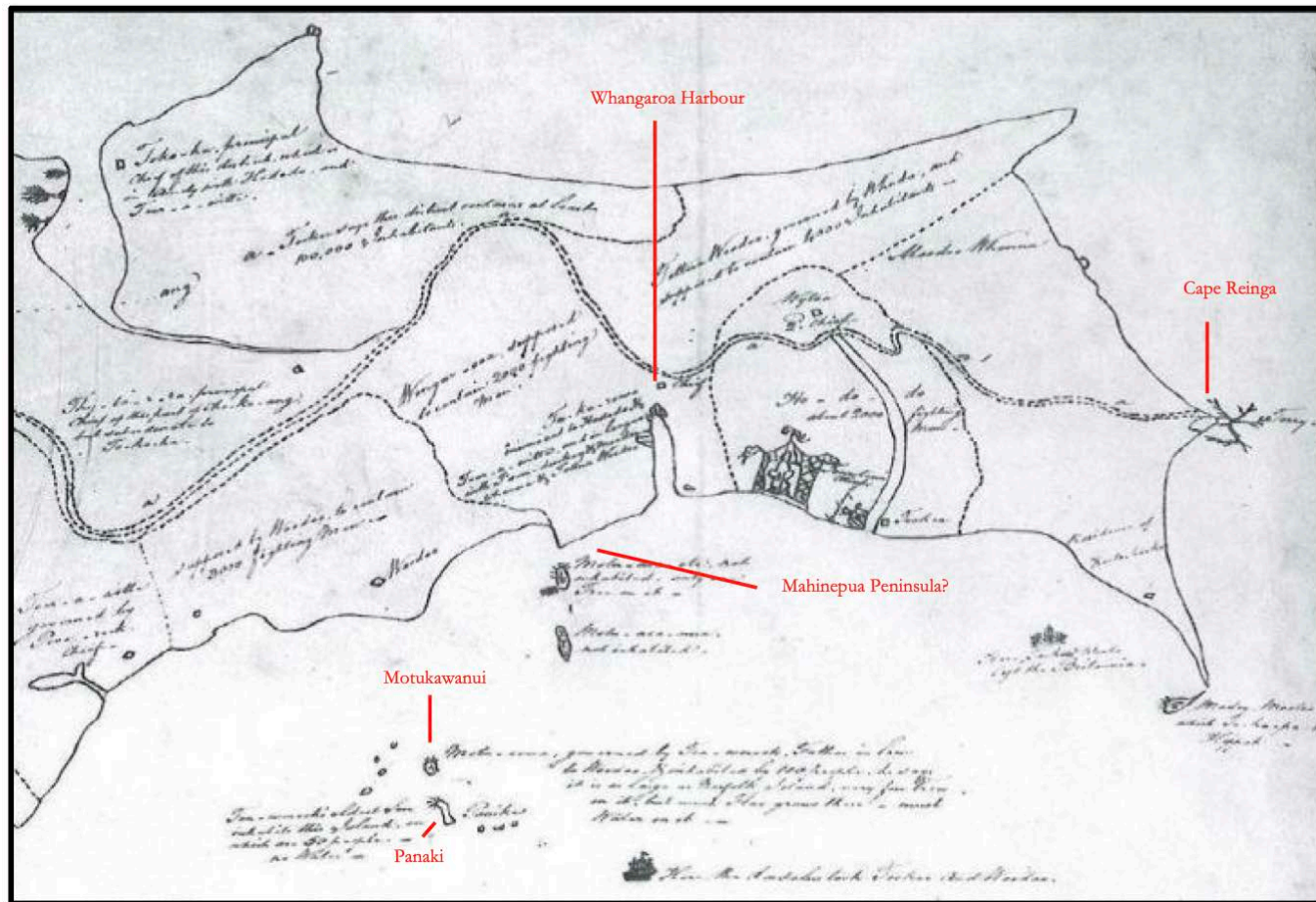


Figure 4. The first Māori map drawn in 1793 by Tuki and Huru (annotations by Pātete 2016).

well into the second half, the Matauri Māori were self-sustaining from cultivations, and more importantly the sea. The Matauri Bay flats had extensive cultivations. At that time communications in the area were mostly by bridle tracks or sea due to a lack of formed roads (Pātete 2016:53).

The Matauri land block including the subject properties (insofar as surveyed titles go) is located within Block XIII Whangaroa Survey District (Figure 5). The initial partition of the block divided it into two; Matauri No. 1 and 2 block. “There was a Treaty of Waitangi Committee sitting at Ōhaeawai concerning Matauri on 25 December 1884. A brief entry in the Committee’s minute book records that the lands, including the seas and springs, at Te Ngaere, Parua, and Matauri, were held in customary title by Kīngi Hoori Kira.” No formalisation of land ownership was entered at this time (Pātete 2016:70).

Several attempts in the following years were to occur to establish ownership in the wider area. In 1902 the Māori Land Council heard arguments from prospective owners, including for the land at Matauri (Te Ngaere). In 1903, 950 shares (one share per acre) were awarded to those situated at Te Ngaere (Matauri No. 2) of Ngāti Rāhiri, Ngāti Kawa, and Ngāi Tūpango (Pātete, 2016:91) with 103 names submitted for the 950 shares (Pātete, 2016:98). Ownership was to be settled at a sitting in 1905 by the Tokerau District Land Court, however Kira and Hapa (the main claimants) divided the Matauri Block “by a line starting from Putorino[?] on the coast, thence to a hill called Puketarata which is a pa³, thence following the edge towards Whakarara to Te Tihi o te rangi at a gully on the boundary line of Whakarara.’ The north western side of the dividing line, to be called Matauri No. 2, would go to Kira and his party, and the south eastern side, Matauri No. 1, to Hapa and his party” (Pātete, 2016:101). “Hopa Roera’s list (on behalf of Pāora Kira) of 62 owners with 1,000 shares for Matauri No. 2 was also confirmed” (Pātete 2016:102) (see Table 2 in Appendix 1).

While the Māori Land Court decision around Matauri No. 1 was appealed, the decision for Matauri No. 2 was generally accepted, although no reasons are given as to why. It may simply come down to the fact that most of Matauri No. 2 was less occupied and contested than Matauri No. 1, where the latter block had easier land and sea access, large areas of cultivable land, and numerous whare and settlements, as well as unrestrained access to the Motukawa and Cavalli Islands (Pātete 2016:152).

As early as 1909 partition of Matauri No. 2 was sought (Pātete, 2016:174) (Figure 6). The Matauri Trustee property comprises of Pt Matauri 2J, 2H and Matauri 1B1 and the neighbouring Hyndman Block comprises of Matauri 2E.

³ Recorded archaeological site P04/42

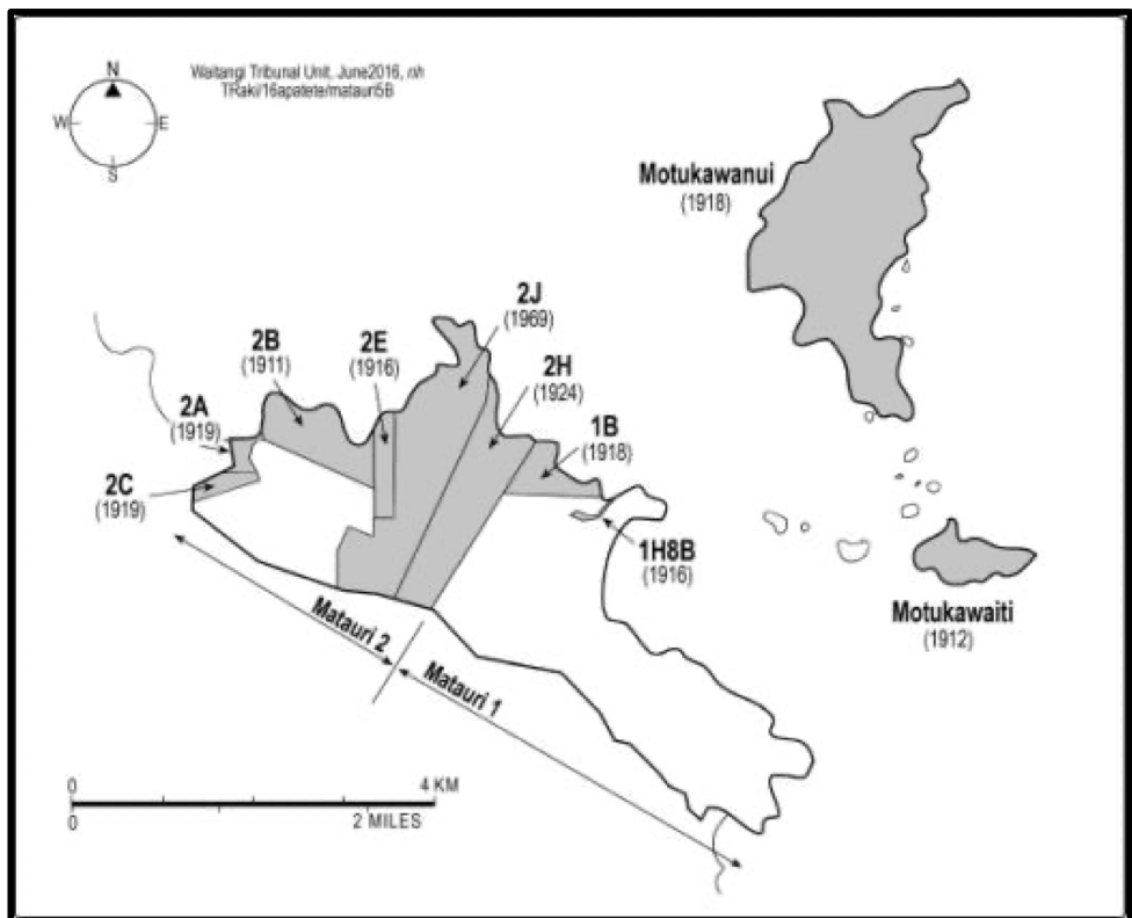


Figure 6. Map showing the Matauri Blocks and Motukawa Islands (source: Pātete 2016:20)

European Settlement

Well into the early 20th century only a handful of European settlers and their families lived in the Matauri area. However, a strong period of alienation of Matauri by way of leasing and sale to local settlers occurred in the period 1910 to the early 1920s (Pātete 2016:53).

In 1913 Matauri 2E was sold to Katherine Leslie. In 1916 a meeting of the 17 owners of Matauri 2J was held to determine a proposed Lease Agreement or purchase by Katherine Leslie. The owners declined an outright sale to Katherine Leslie for this block but agreed to a lease for the term of 21 years with right of renewal (Pātete 2016:257-259). The land was described as poor danthonia (now *Rytidosperma*), a perennial grass associated with poor hill country; the lease was ultimately to be in place from 24 October 1916 to 24 October 1937 (Pātete 2016:259-260). Leslie renewed the lease on the land in 1938 to run until 1959 with no right of renewal in place (Pātete 2016:260-263).

In 1959 the owners leased Matauri 2J to Richard Francis McElwain for a term of 10 years. At the meeting McElwain said that he would be using the land mainly as a cattle run alongside his home property, would erect fencing and possibly a hayshed with no right of compensation (Pātete 2016:263-267). Gorse was to become problematic on the property during McElwain's lease and he was instructed to remove it and pay all rental arrears. In 1966 the land was described as "steep and broken with around 150 acres in *paspalum* pasture with the balance of the block in scrub and bush" (Pātete 2016:267).

In September 1968 a meeting was called to all 80 owners, to discuss potential sale of the land to Matauri Bay Farms Limited. At that time Matauri Bay Farms Limited was already in occupation of Matauri 2H and 1B1. However, it was not until 1969 that Matauri Bay Farms Ltd purchased Matauri 2J, approved by the Native Land Court on 15 April 1969 with settlement occurring on 11 July 1969 (Pātete 2016:272-276).

ARCHAEOLOGICAL BACKGROUND

Previous Archaeological Work

The Matauri Trustee property was previously surveyed for archaeological sites in 1976 (Fox 1976a and 1976b). Fox recorded eighteen archaeological sites on the coastal peninsula of the wider property, consisting of six pā, seven open settlements with terraces, two pit groups and three area of cultivation, as well as five possible terrace sites (Figure 7 and Table 1). The six pā sites dominate the landscape located on the high defendable ridgeline peaks and precipitous coastal headlands of the property and each is accessible from a bay on the peninsula. The pā sites are characterised by multiple lines of close-set defences using banks, transverse ditches, artificial scarps as well as terraces. Five out of the six pā using similar methods of fortification, relying on major scarps, almost certainly with palisades, and supplemented by short transverse ditches, sometimes with a low external bank, constructed solely on the easiest line of approach, using the topography to its best advantage (Fox 1976b:23).

The Hyndman Block was also surveyed during a separate brief visit in 1976. Four archaeological sites were recorded in the north of the property comprising of a shell midden eroding out at the Waimitimiti Creek mouth in Whau Bay (P04/84), a Ditch/Pit/Terrace site on the spur above the eastern side of Whau Bay (P04/85), possible crop marks (Māori Horticulture?) on the ridge line immediately behind the headland on the eastern side of Whau Bay (P04/86), and a Pit/Terrace (Ridge Pā?) site on the same ridge line which forms the boundary between the two subject properties (P04/59) (Figure 7).

The relative absence of large shell middens within the bays on the properties or within settlement sites suggests shellfish was not a major dietary focus in the area. The few kumara storage pits recorded in the pā and open settlements also implies that the amount of kumara cultivation was also limited (Fox 1976b:24). This was almost certainly a factor of the steep topography on the peninsula with limited flat-gently sloping land, coupled with marginal soils. Kumara cultivation requiring well-drained fertile soil and a sunny aspect.

Overall, Fox describes the area covered by the properties as having several advantages for pre-European Māori settlement. It was in easy reach of good fishing grounds in relatively sheltered waters and shellfish available from sandy Matauri Bay and on the rocky coasts, and with a series of small bays where canoes could be safely beached (Fox 1976:2). The Matauri Bay flats had extensive cultivations during prehistory and for much of the early 20th century (Pātete 2016:54). Motukawa and Cavalli Islands made up of the larger Motukawanui (also known as Motukawa) and Motukawaiti islands and the Cavalli Islands (comprising 28 islands) are located only 4 kilometres off shore. These islands were an important traditional Māori food source with Motukawanui known for its kumara gardens and mutton birds, and its rich marine environment (Pātete 2016:46, 48). Fox made a rough estimate that the maximum number of people that would have lived in the area was approximately 450 adults based on the number of living terraces within the pā and open settlement sites (Fox 1976a:16).

There have also been a number of other previous archaeological surveys carried out on the Whangaroa coastline to the north and south of the subject property and adjacent off shore islands. These include surveys by Stretton and Cassells (1976) of the area from Te Ngaere to Tauranga Bay, Leahy and Walsh (1978) of the Otaha-Taronui region and by Johnson (1988) of the Vink subdivision at Takou Bay, (1996) the Tepene Tablelands at Waiaua Bay

and (1997) of the neighbouring Matauri Bay Forest. Also, by Furey (1997) of a proposed house site in Te Ngaere Bay, Jackson and Middleton (Jul 2005) within Matauri Bay and Hayward (1979) on the Cavalli Islands.



Figure 7. Recorded archaeological sites on the subject properties which are outlined in black (source: ArchSite)

Table 1. Recorded archaeological sites on and in proximity to the subject properties. The sites highlighted are located on the Hyndman Block within the proposed boundary adjustment subdivision

NZAA Site No.	Imperial Site No.	Site Type	NZTM Easting	NZTM Northing	Name
P04/42	N8/10	Pā	1682399	6123862	Puketarata
P04/57	N8/26	Pā	1681274	6123907	Tapahuerua
P04/58	N8/28	Pā	1681496	6124918	Opepe
P04/59	N8/29	Pit/Terrace / Ridge Pā?	1680925	6124381	
P04/60	N8/30	Pā - Island	1680998	6124658	
P04/65	N8/35	Terraces	1682101	6123362	
P04/66	N8/36	Pit/Terrace	1681998	6124561	
P04/67	N8/37	Pā	1681963	6125151	Opounui
P04/68	N8/38	Terraces/Pit/?Garden	1681706	6125129	
P04/69	N8/39	Pits/Terrace (Open settlement)	1681797	6124960	
P04/70	N8/40	Terraces/?Pits	1681797	6124760	
P04/71	N8/41	Terraces	1681146	6124610	
P04/72	N8/42	Pits?/Terraces/ Ditches	1681501	6123360	
P04/82	N8/52	Terraces (Open Settlement)	1680550	6124007	
P04/83	N8/53	Terraces	1680649	6124108	
P04/84	N8/54	Midden (Shell)	1680749	6124208	
P04/85	N8/55	Ditches/Pit/Terrace	1680849	6124308	
P04/86	N8/56	Māori Horticulture?	1680849	6124408	
P04/227	N8/3	Pits	1681796	6125160	

HISTORICAL SURVEY

Early survey plans and aerial photographs were examined for information which might indicate the location of unrecorded archaeological sites, and information on past land use which may have affected the potential for site survival.

Information from Early Maps and Plans

The earliest land plan of the area is ML 6800 (1900) Plan of Matauri BLK including both properties, which was produced at several sittings of the Native Land Court (1902, 1905, 1909) (Figure 5). The plan is of somewhat limited geographical accuracy and does not record any features of historic interest on the properties. However, it notes that the applicants of the Matauri Block were Hone Taotahi, Hamiora Hohepa, Hawira Pita, Erura Hohepa, Taiapo Pita, Huniora Hunia and others.

Survey plan ML 8503 (May 1912) of the Matauri 2 Block records a 'whare' and 'cultivation' area on the foreshore of Parua Bay on the Matauri Trustee property (Figure 8). This plan also shows the location and name of 'Oponui Pah' (Opounui), 'Opepe Pah' and 'Tapahuerua' Pā within Matauri No. 2 and 'Te Tarata' (Puketarata) Pā within Matauri No. 1B1 east of Parua Bay. Within the Hyndman Block Waimitimiti Creek is labelled running into the eastern side of Whau Bay, but no other features of historic interest are noted.

A similar plan ML 10038 (Nov 1915) division of Matauri No. 2. shows these previously described features and notes 'Mixed Bush' 'Steep Bush Country' and 'Tableland' over the inland half of the peninsula of Matauri No. 2 (Figure 9). Matauri 2E is noted as 'Sold'.

A 1922 geological map of the Whakarara and Kerikeri Survey Districts compiled by H. T. Ferrar and W. H. Cropp using data obtained from the Lands and Survey Department, from Admiralty charts and additional geological surveys, records 'Tarata Pa' (Puketarata), 'Tapahuerua Pa' and two other unnamed pā sites (Opounui and Opepe) within the Matauri Trustee property (Figure 10).

The 1929 topographic plan shows the division of the Matauri Block with the subject properties incorporating 2E and 2J (Figure 11).

Information from Early Aerials

Examination of a 1948 aerial photograph (Figure 12) of the subject properties shows the area is in pasture with pockets of regenerating native bush in the valleys. Farm tracks and fence lines are visible but no formal right of way to the Hyndman Block has been formed at this stage.

An aerial photograph from 1981 (Figure 13) also shows the subject properties in pasture. The right of way access along the boundary of the two properties is formed and various farm tracks to access Whau Bay on the Hyndman Block are also present. The house on the Hyndman Block has not been constructed at this time, which was undertaken pre 2000.

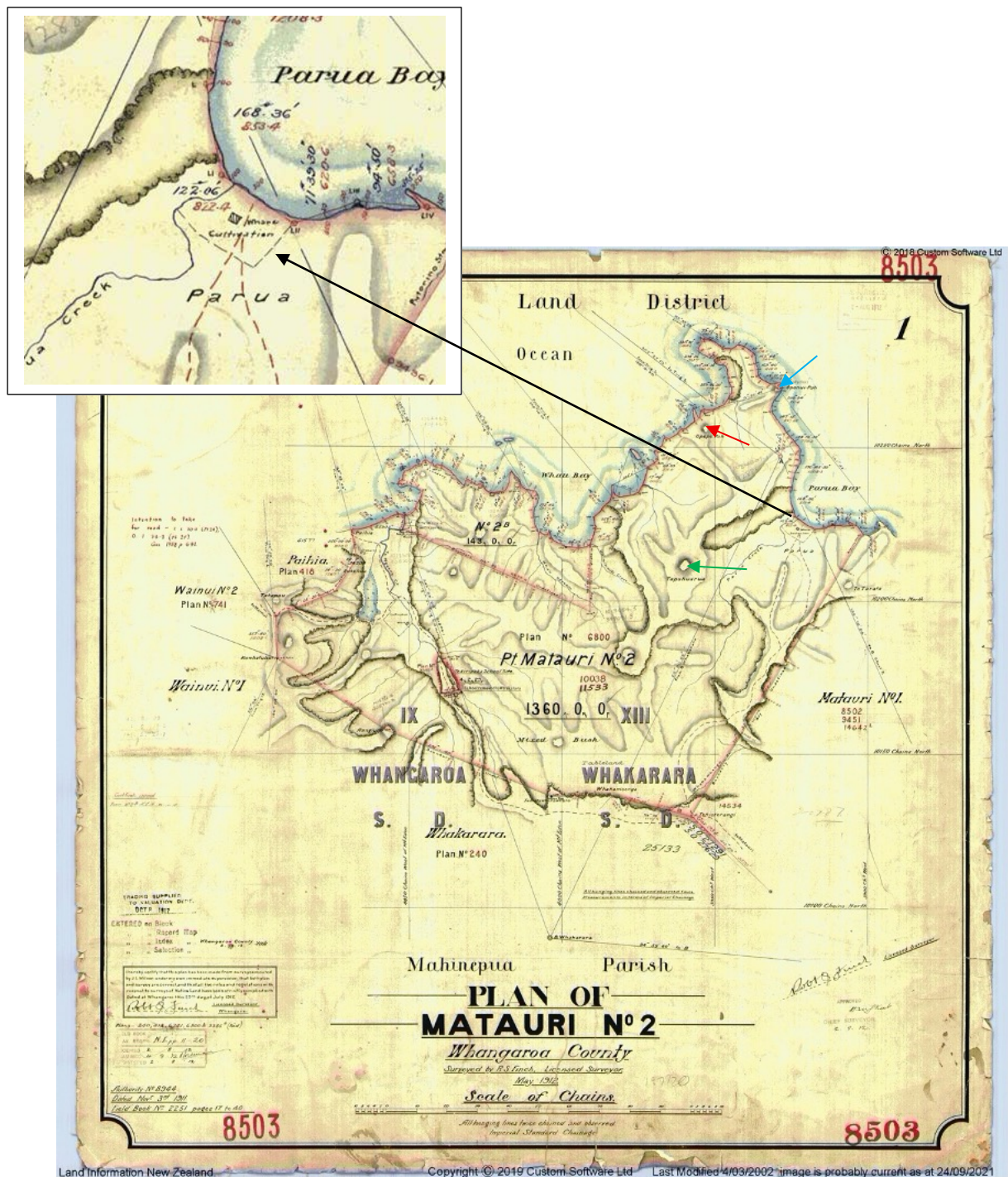


Figure 8. Survey plan ML 8503 (May 1912) Plan of Matauri No. 2 with location of whare and cultivation shown in upper inset and Opepe Pā (red arrow), Opounui Pā (blue arrow) and Tapahuarua Pā (green arrow) (source: Quickmap)

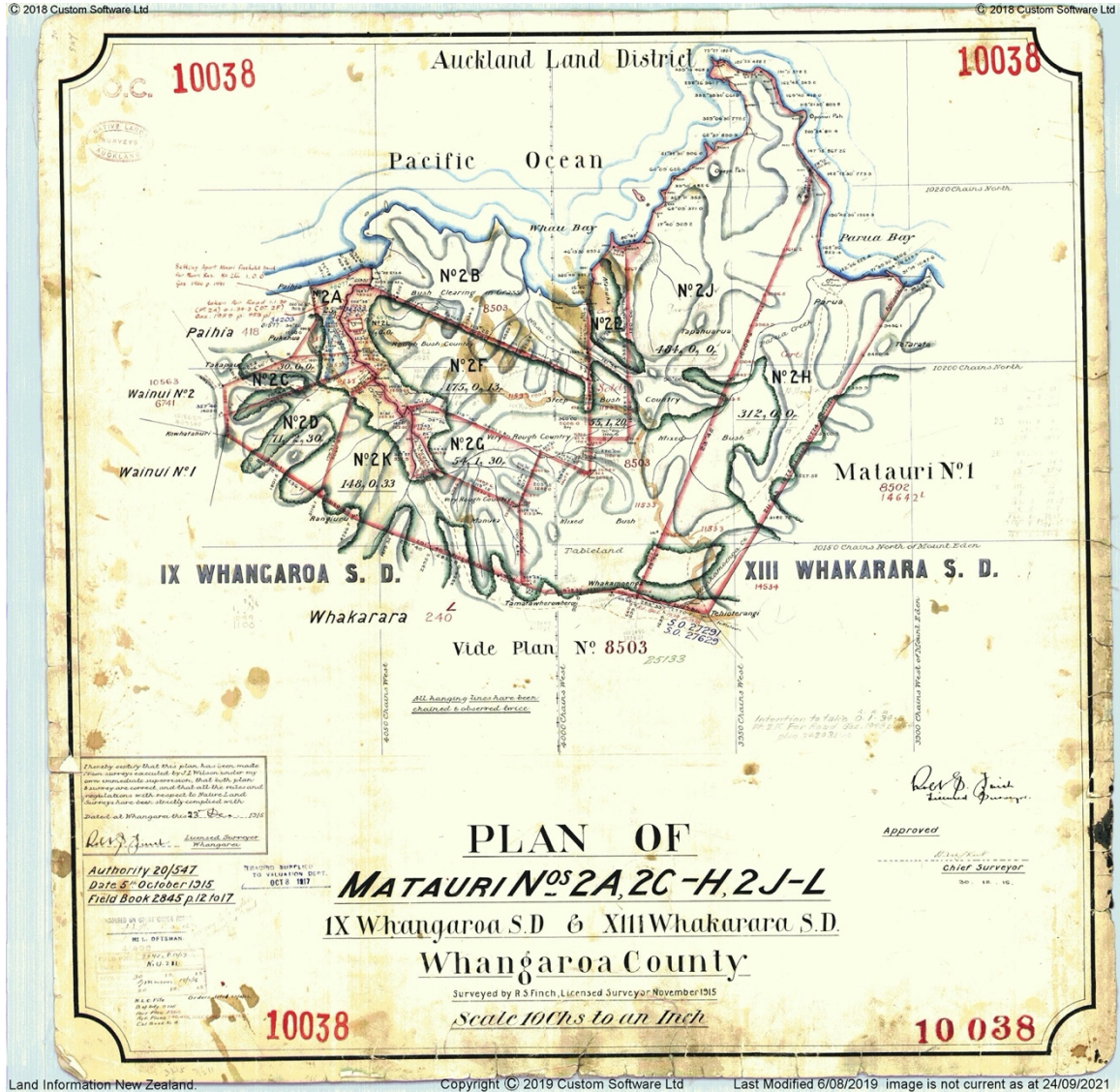


Figure 9. Survey plan ML 10038 (1915) division of Matauri No. 2 Block (source: Quickmap)

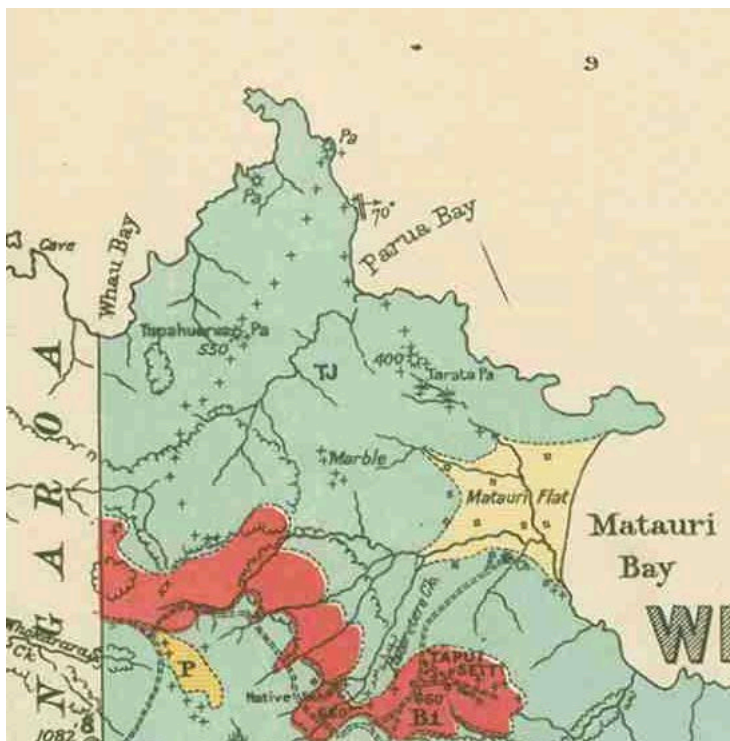


Figure 10. Detail from Geological Map of Whakarara and Kerikeri Survey Districts (1922)



Figure 11. NZMS13 topographic plan (1929) showing the division of the Matauri Block (source: mapspast)

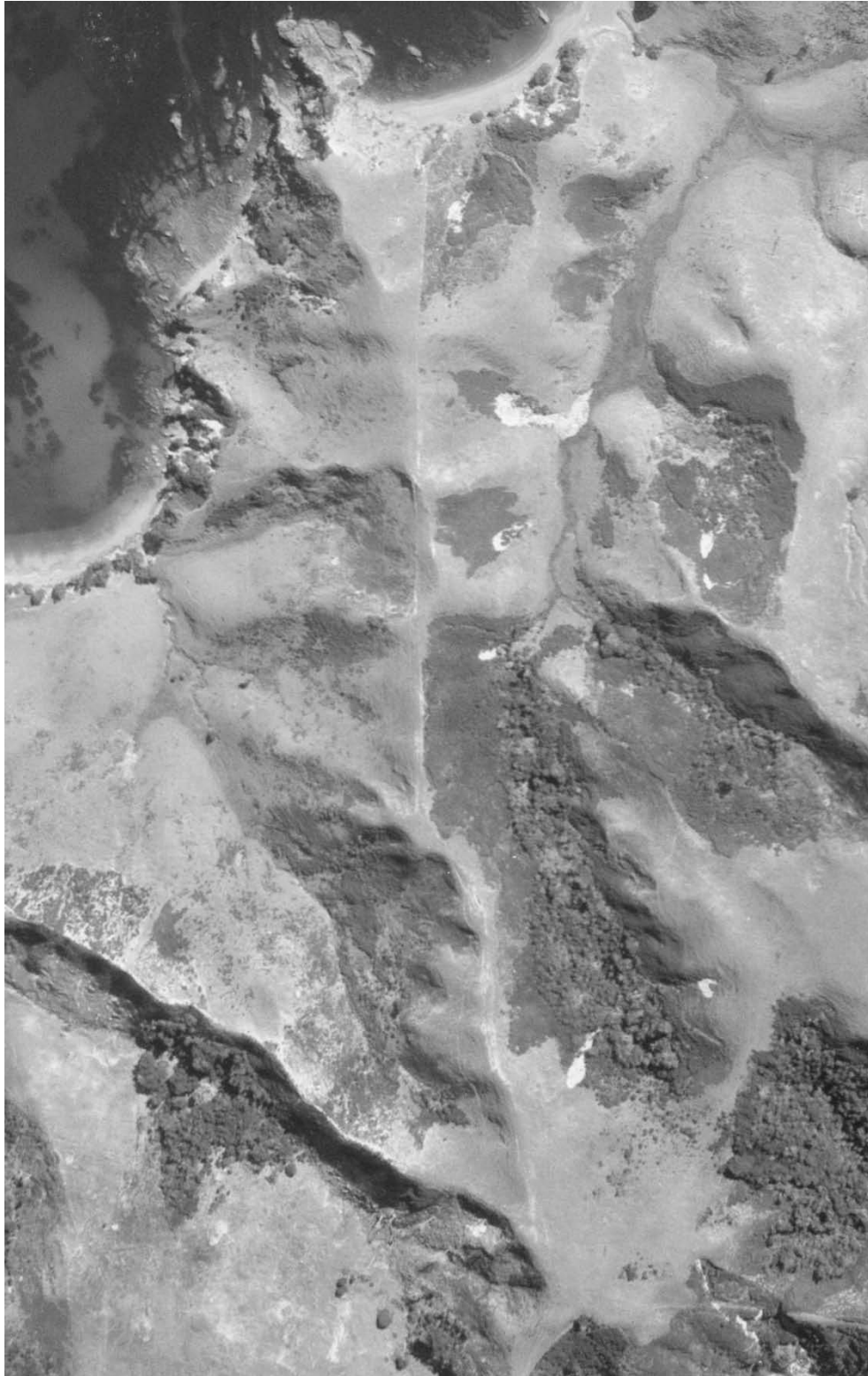


Figure 12. Detail from 1948 aerial photograph of the subject properties. Whau Bay and the Hyndman Block (left) (Retrolens: Survey 350 Photo No. 41)

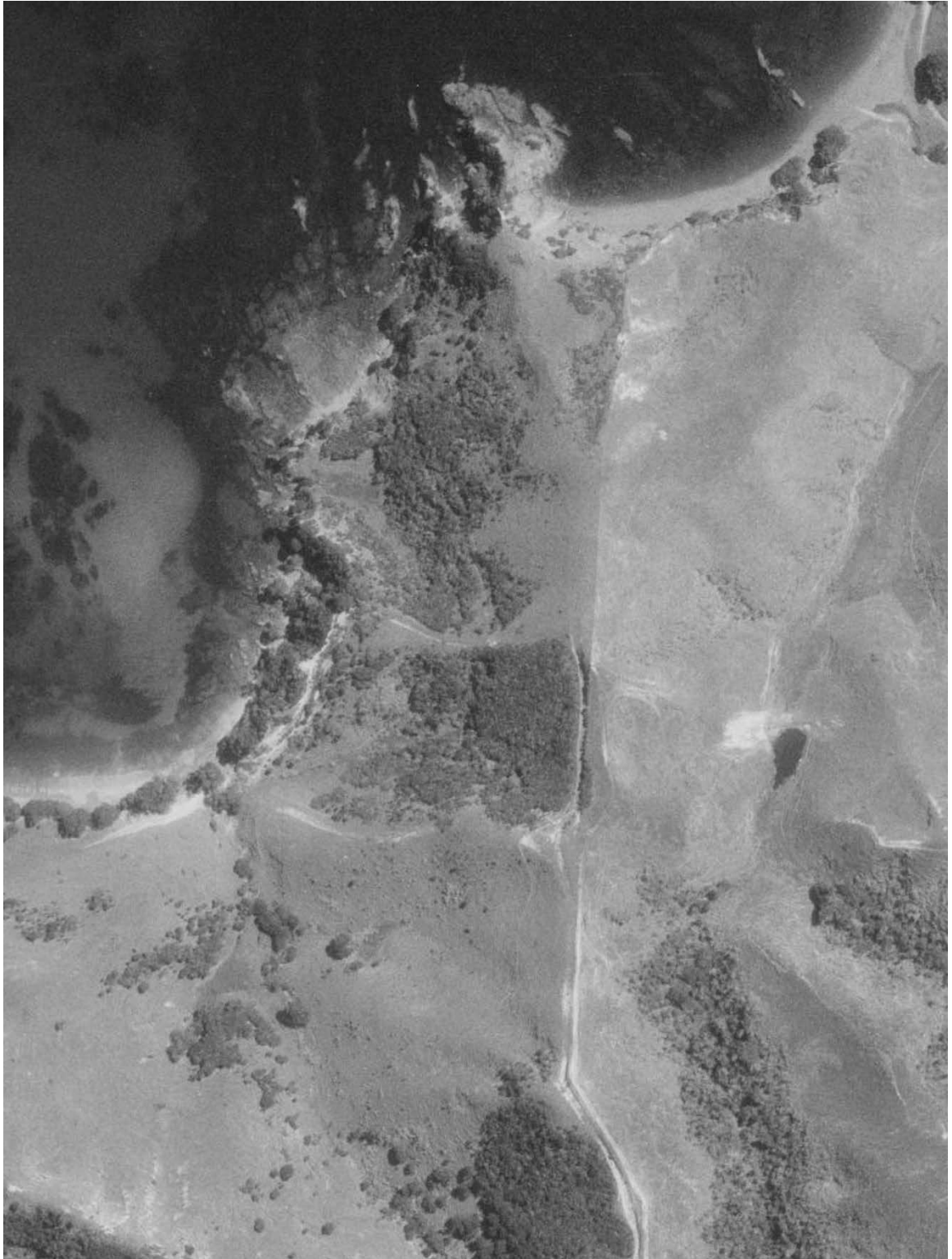


Figure 13. Detail from 1981 aerial photograph of the subject properties. Whau Bay and the Hyndman Block (left) (source: Retrolens SN5932 Photo 30)

FIELD ASSESSMENT

Field Survey Results

The subject properties are located on the rugged coastal tract, which extends from Whangaroa Harbour to the north-western head of the Bay of Islands facing out to the Cavalli Islands 4 km offshore to the north-east. They comprise part of a wide peninsula, 2.5km long to its northern coastal extremity at Opounui Point, which lies between the open sandy Matauri Bay on the east to Whau Bay to the west.

The landform is generally steep dissected hill country with coastal cliffs and bays at the coastal margins. The underlying geology of the area is greywackes of the Waipapa series, which are a complex of folded marine sedimentary rocks. These are exposed in the sheer cliffs which ring the coast, which have weathered superficially to a soft sandstone. Soils comprise of Marua clay loams and Te Ranga steep lands soils, light brown clay loam and stony clay loams.⁴ These have been described as strongly leached yellow-brown earth of low natural nutrients which varies from 0.5-1m deep, or more when soils accumulate as hill-wash on the lower slopes and valleys (Fox 1976b:14).

The whole area would have been originally wooded with mixed podocarp forest including kauri. However, today the land is generally in pasture with areas of native scrubland and bush typically on the steeper land and gully areas.

A field inspection of the Hyndman Block property and adjacent land boundary with the Matauri Trustee property was conducted in February 2026. An existing gravel right of way and access road runs through the western side of the Matauri Trustee property from Wainui Road and provides access to the Hyndman Block and the existing house. A driveway circles north and west around the spur where the house is located providing access to Whau Bay where a large shed, an additional dwelling and outbuildings are located. The Waimitimiti Creek, which flows into Whau Bay, has been dammed to form a reservoir at the head of the narrow valley (see Figure 3).

A new boundary and fence line will be established between the two proposed new lots (Lot 1 & 2) within the Hyndman Block (Figure 3), which will run along the northern and western foot of a spur above the eastern side of Whau Bay and then across the Waimitimiti Creek valley floor to adjoin an existing fenceline (Figure 14 and Figure 15). A farm track from the right of way runs down the northern slope of this spur. No archaeological features were identified during the field survey along the proposed new boundary and fence line.

Site P04/84 Midden was not able to be relocated. The lower valley of the Waimitimiti Creek has been infilled and the creek drains from the reservoir down the side of the valley through a garden area to another pond and then is piped onto the foreshore of Whau Bay (Figure 16). The foreshore has also been retained with a low concrete wall and boat ramp, which could hide remnant remains of this midden site (Figure 17). This area will be contained within proposed new Lot 1 on the Hyndman Block.

Site P04/85 Ditch/Pit/Terrace was not able to be relocated. The spur above the eastern side of Whau Bay has been earth worked for the construction of the house and driveway and no evidence of surviving archaeological features was identified during the field survey (Figure 18). Examination of the 1948 aerial photograph (Figure 12) prior to the construction of the

⁴ www.nrc.govt.nz/soiltypeswhangaroakaikohe

house did not identify any ditch, pit or terrace features as originally recorded. This area will be contained within proposed new Lot 1 on the Hyndman Block and no further development is proposed.

Site P04/59 Pits/Terraces was relocated on the north end of the main north-south running ridge line on the boundary of the two properties. Originally described as Pits and Terraces / Ridge Pā? on the grassed ridge top, this site is a series of terraces on both sides of the boundary fence along the ridge line north of the access road and water collection structure on the Hyndman Block (Figure 19 - Figure 22). While no pits were identified during the field survey infilled pits may be present on the larger terraces. An existing farm track on the Matauri Trustee property has cut through the eastern side of the southern-most terrace (5m x 2m) of P04/59. No evidence of a defensive ditch structure was identified to indicate that this site was a Pā.

Site P04/59 straddles both properties along the existing boundary and fence line, which will not be changed. Existing (no build) covenants (Areas E & F) are located over the northern end of this ridgeline and the majority of site P04/59 (Figure 22).

Site P04/86 was originally recorded as possible crop marks (Māori Horticulture?) on the same ridge line as P04/59 immediately behind the headland. Thick weeds indicating possible disturbance were noted. No archaeological features were identified during the recent field survey at the very end of this ridge line north of the terrace features recorded as part of P04/59. Existing (no build) covenants (Areas E & F) are located over the northern end of this ridgeline and the existing boundary and fence line along the ridge line will not be changed.



Figure 14. Looking west down the spur above Whau Bay. The proposed alignment of the new boundary fence on the Hyndman Block to create Lot 1 & 2 will be established which will run along the northern and western foot of this spur



Figure 15. Proposed alignment of the new boundary fence on the Hyndman Block to create Lot 1 & 2 across the top of the Waimitimiti Creek valley floor, looking west.



Figure 16. Looking north-west along the Waimitimiti Creek valley from the pond and garden area towards Whau Bay



Figure 17. Looking inland at the retained foreshore of Whau Bay in the vicinity of recorded site P04/84 Midden



Figure 18. Looking southwest from the boundary ridge line towards the house on the Hyndman Block and Whau Bay in the background and the previously recorded location of site P04/85



Figure 19. Looking south along the northern most terrace of P04/59. The boundary fence between the two properties runs along the length of the ridge line. The people are standing on the terrace shown in Figure 20.

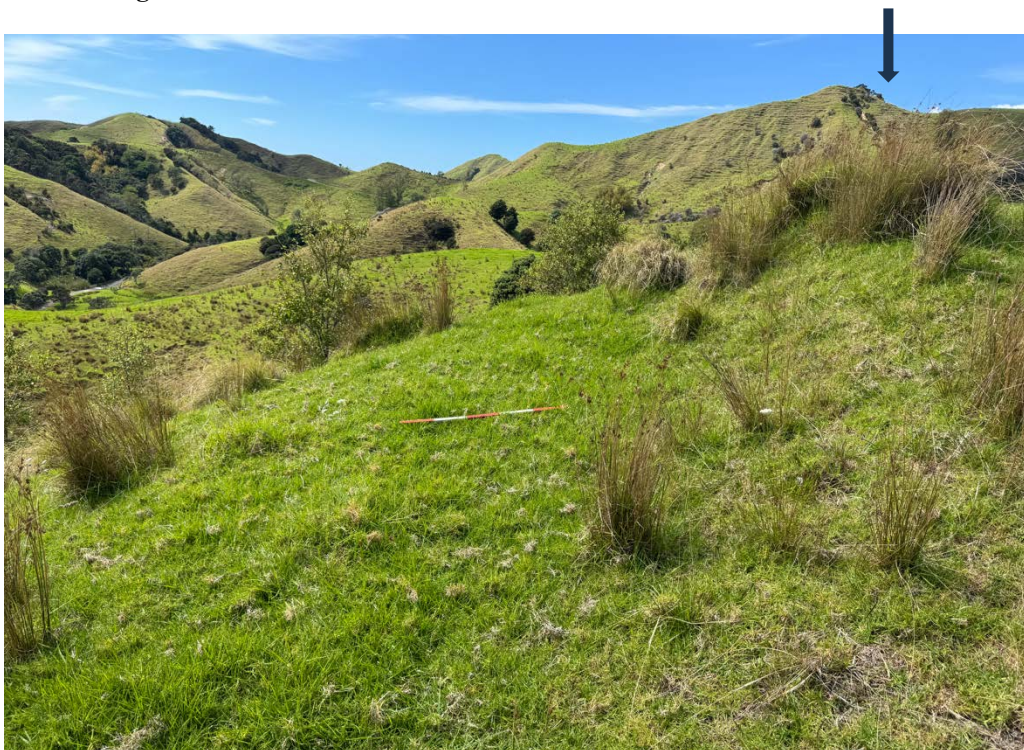


Figure 20. Small 5m x 2m terrace (P04/59) on the eastern side of the ridge line and boundary fence. Tapahuerua Pā (P04/57) on the Matauri Trustee property is in the background (arrowed), looking south-east



Figure 21. Large central terrace P04/59 on both sides of the boundary fence, looking north-west

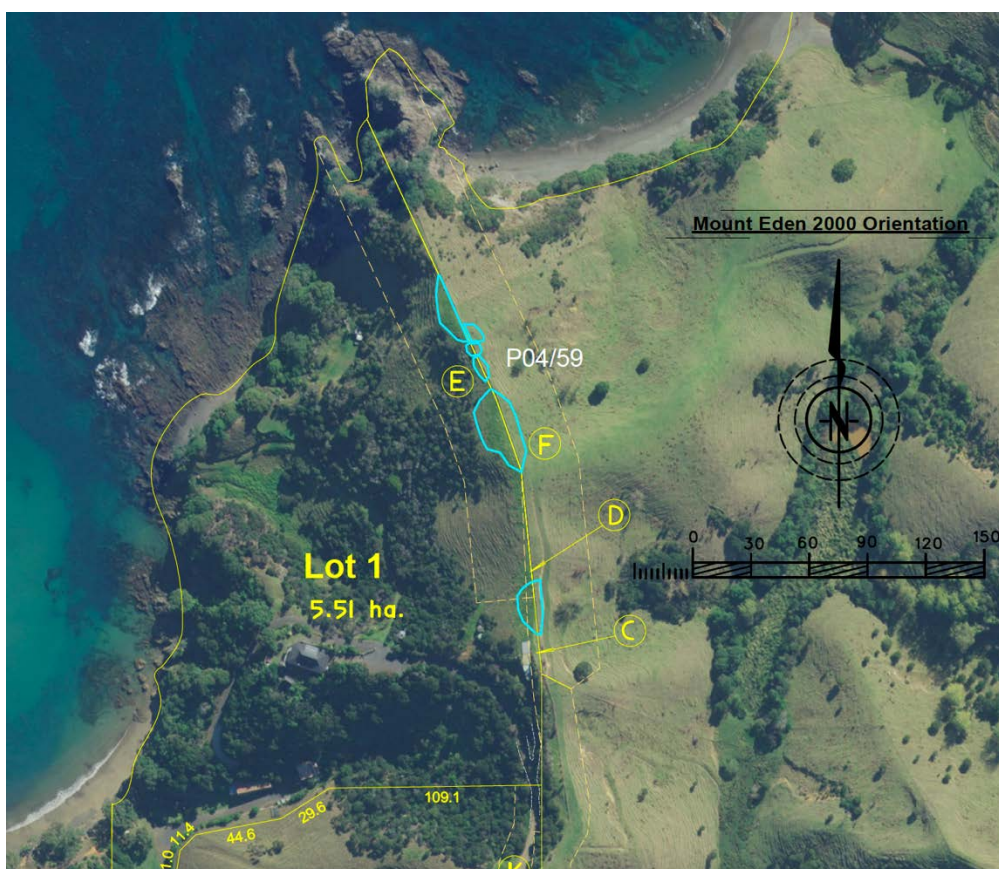


Figure 22. The location and extent of terrace features (blue outlines) of site P04/59 on the proposed boundary adjustment scheme plan of Lot 1 DP 545586

DISCUSSION AND CONCLUSIONS

Summary of Results

It is proposed to undertake a boundary adjustment subdivision between the Matauri Trustee property (Lot 2 DP 545586 and Part Matauri 2J Block) and a neighbouring property (Hyndman Block – Part Matauri 2E, Lot 1 DP 545586), whereby approximately 15.5 hectares of the neighbouring inland property would be transferred to the adjoining Matauri Trustee farm (proposed Lot 2), and a coastal balance area of approximately 5.5 hectares (containing an existing dwelling) would be retained by the neighbour (proposed Lot 1).

Collectively the properties contain an extensive archaeological landscape. Large heavily defended pā sites are located on the high ridgeline peaks and precipitous coastal headlands of the Matauri Trustees property, surrounded by open settlements with terraces, several pit groups and evidence of cultivation.

Four archaeological sites were previously recorded in the north of the Hyndman Block property comprising of a shell midden in Whau Bay (P04/84), a Ditch/Pit/Terrace site on the spur above the eastern side of Whau Bay (P04/85), possible crop marks (Māori Horticulture?) on the ridge line immediately behind the headland on the eastern side of Whau Bay (P04/86) and a Pit/Terrace (Ridge Pā?) site on the same ridge line, which forms the boundary between the two subject properties (P04/59).

Sites P04/84, P04/85 and P04/86 were not relocated during the field survey. Terrace site P04/59 was relocated on the north end of the main north-south running ridge line on the boundary of the two properties. It comprises of a series of terraces along the ridge line north of the access road and water collection structure on the Hyndman Block on both sides of the boundary fence. Infilled pits may be present on the larger terraces.

The ArchSite site records for these archaeological sites have been updated and is provided in Appendix 2.

Māori Cultural Values

This is an assessment of effects on archaeological values and does not include an assessment of effects on Māori cultural values. Such assessments should only be made by the tangata whenua. Māori cultural concerns may encompass a wider range of values than those associated with archaeological sites.

The historical association of the general area with the tangata whenua is evident from the recorded sites, traditional histories and known Māori place names.

Survey Limitations

It should be noted that archaeological survey techniques (based on visual inspection and minor sub-surface testing) cannot necessarily identify all sub-surface archaeological features, or detect wāhi tapu and other sites of traditional significance to Māori, especially where these have no physical remains.

Archaeological Value and Significance

The Northland Regional Policy Statement identifies several criteria for evaluating the significance of historic heritage places. In addition, Heritage NZ, has provided guidelines setting out criteria that are specific to archaeological sites (condition, rarity, contextual value, information potential, amenity value and cultural associations) (Heritage NZ 2019: 9-10).

No archaeological values will be affected by the proposed boundary adjustment subdivision.

The archaeological value of sites relates mainly to their information potential, that is, the extent to which they can provide evidence relating to local, regional and national history using archaeological investigation techniques, and the research questions to which the site could contribute. The surviving extent, complexity and condition of sites are the main factors in their ability to provide information through archaeological investigation. For example, generally pa are more complex sites and have higher information potential than small midden (unless of early date). Archaeological value also includes contextual (heritage landscape) value. Archaeological sites may also have other historic heritage values including historical, architectural, technological, cultural, aesthetic, scientific, social, spiritual and traditional values.

The subject properties contain an extensive and significant heritage landscape with a variety of archaeological site types and evidence indicating Māori occupation over a long period of time and suggesting continuity of settlement. Large pā sites dominate the landscape with surrounding open settlements with terraces and pit groups and areas of cultivation. Traditional information also suggests that the Matauri Bay and Whangaroa coastline was an important and intensely settled area.

Effects of the Proposal

It is always recommended that any proposed activity avoid impacting on known archaeological sites.

The proposed boundary adjustment subdivision will not involve any further development or create any additional titles. The boundary between the two properties will remain unchanged. Site P04/59 Terraces straddles both properties along this existing boundary and fence line. Existing (no build) covenants (Areas E & F) are located over the northern end of this ridgeline and the majority of site P04/59 and the recorded location of site P04/86. Therefore, these sites will not be impacted upon by the proposed activity.

A new boundary fence will be installed between the two new lots on the Hyndman Block (Lot 1 & 2) to separate the approximately 15.5 hectares of the inland property to be transferred to the adjoining Matauri Trustee farm, and the coastal balance area of around 5.5 hectares (containing an existing dwelling) to be retained by the neighbour. No archaeological features were identified along this new boundary and proposed fence line. The existing right of way to the Hyndman Block and existing house will also remain unchanged.

In any area where archaeological sites have been recorded in the vicinity it is possible that unrecorded subsurface remains may be exposed during development. Archaeological features and remains can take the form of burnt and fire cracked stones, charcoal, rubbish

heaps including shell, bone and/or 19th century glass and crockery, ditches, banks, pits, old building foundations, artefacts of Māori and early European origin or human burials.

Resource Management Act 1991 Requirements

Section 6 of the RMA recognises as matters of national importance: ‘the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga’ (S6(e)); and ‘the protection of historic heritage from inappropriate subdivision, use, and development’ (S6(f)).

All persons exercising functions and powers under the RMA are required under Section 6 to recognise and provide for these matters of national importance when ‘managing the use, development and protection of natural and physical resources’. There is a duty to avoid, remedy, or mitigate any adverse effects on the environment arising from an activity (S17), including historic heritage.

Historic heritage is defined (S2) as ‘those natural and physical resources that contribute to an understanding and appreciation of New Zealand’s history and cultures, deriving from any of the following qualities: (i) archaeological; (ii) architectural; (iii) cultural; (iv) historic; (v) scientific; (vi) technological’. Historic heritage includes: ‘(i) historic sites, structures, places, and areas; (ii) archaeological sites; (iii) sites of significance to Māori, including wāhi tapu; (iv) surroundings associated with the natural and physical resources’.

Regional, district and local plans contain sections that help to identify, protect and manage archaeological and other heritage sites. The plans are prepared under the provisions of the RMA. The Far North Operative District Plan (2009) is relevant to the proposed activity.

There are no scheduled historic heritage sites located on the properties. This assessment has established that the proposed activity will not affect any known archaeological remains, and has little potential to affect unrecorded subsurface remains. If resource consent is granted, consent conditions relating to archaeological monitoring or protection would therefore not be required. A general condition relating to the accidental discovery of archaeological remains could be included, requiring that if any archaeological remains are exposed during development, work should cease in the immediate vicinity and the Council and Heritage NZ should be informed.

Heritage New Zealand Pouhere Taonga Act 2014 Requirements

In addition to any requirements under the RMA, the HNZPTA protects all archaeological sites whether recorded or not, and they may not be damaged or destroyed unless an Authority to modify an archaeological site has been issued by Heritage NZ (Section 42).

An archaeological site is defined by the HNZPTA Section 6 as follows:

‘**archaeological site** means, subject to section 42(3), –

(a) any place in New Zealand, including any building or structure (or part of a building or structure) that –

(i) was associated with human activity that occurred before 1900 or is the site of the wreck of any vessel where the wreck occurred before 1900; and

(ii) provides or may provide, through investigation by archaeological methods, evidence relating to the history of New Zealand; and

(b) includes a site for which a declaration is made under section 43(1).⁵

Authorities to modify archaeological sites can be applied for either in respect to archaeological sites within a specified area of land (Section 44(a)), or to modify a specific archaeological site where the effects will be no more than minor (Section 44(b)), or for the purpose of conducting a scientific investigation (Section 44(c)). Applications that relate to sites of Māori interest require consultation with (and in the case of scientific investigations the consent of) the appropriate iwi or hapu and are subject to the recommendations of the Māori Heritage Council of Heritage NZ. In addition, an application may be made to carry out an exploratory investigation of any site or locality under Section 56, to confirm the presence, extent and nature of a site or suspected site.

An archaeological Authority will not be required for the proposed boundary adjustment as no known sites will be affected, and it is unlikely that any undetected sites are present. However, should any sites be exposed the provisions of the HNZPTA must be complied with.

Conclusions

A boundary adjustment subdivision is proposed between the Matauri Trustee property (Lot 2 DP 545586 and Part Matauri 2J Block) and a neighbouring property (Hyndman Block – Part Matauri 2E, Lot 1 DP 545586). The boundary adjustment will not create any additional titles but would realign the boundary to better reflect existing land use and ownership arrangements.

A recorded archaeological site P04/59 Terraces, straddles both properties along the existing boundary and fence line, which will remain unchanged. Existing (no build) covenants (Areas E & F) are located over the northern end of this ridgeline and the majority of site P04/59 and the recorded location of site P04/86. Therefore, these sites will not be impacted upon by the proposed activity.

No archaeological sites were identified within the new boundary and fence line to be established between the two new lots (Lots 1 & 2) within the Hyndman Block. The existing right of way and house on the Hyndman Block will also remain unchanged and no further development is proposed.

⁵ Under Section 42(3) an Authority is not required to permit work on a pre-1900 building unless the building is to be demolished. [*put in footnote if not relevant*]

Under Section 43(1) a place post-dating 1900 (including the site of a wreck that occurred after 1900) that could provide ‘significant evidence relating to the historical and cultural heritage of New Zealand’ can be declared by Heritage NZ to be an archaeological site.

RECOMMENDATIONS

- There should be no constraints on the proposed boundary adjustment subdivision on archaeological grounds, since no archaeological values will be affected by the proposed activity.
- The subdivision scheme plan should take account of the location and extent of the recorded archaeological site P04/59, to ensure that it is avoided in the future.
- If subsurface archaeological evidence should be unearthed during construction (e.g. intact shell midden, hangi, storage pits relating to Māori occupation, or cobbled floors, brick or stone foundation, and rubbish pits relating to 19th century European occupation), work should cease in the immediate vicinity of the remains and Heritage NZ and the Council should be notified.
- If modification of an archaeological site does become necessary, an Authority must be applied for under Section 44(a) of the HNZPTA and granted prior to any further work being carried out that will affect the site. (*Note that this is a legal requirement*).
- In the event of koiwi tangata (human remains) being uncovered, work should cease immediately in the vicinity of the remains and the tangata whenua, Heritage NZ, NZ Police and Council should be contacted so that appropriate arrangements can be made.
- Note, archaeological survey cannot always detect sites of traditional significance to Māori, such as wāhi tapu.

BIBLIOGRAPHY

- Elder, J. R. (Ed). 1932. *Letters and Journals of Samuel Marsden*. Coulls, Somerville & Wilkie, Dunedin.
- Fox, A. 1976a. Report on the Archaeology of the Parua Bay District, Whangaroa, Northland. Unpublished report to the New Zealand Historic Places Trust, Wellington.
- Fox, A. 1976b. Pa and other sites in the Parua Bay District, Whangaroa, Northland. *Records of the Auckland Institute and Museum Vol 13, pp. 13-27.*
- Fury, L. 1997. Report on Archaeological Inspection of Proposed House Sites Te Ngaere Bay, Northland. Report for Te Ngaere Farm Park.
- Hayward, B. 1979. 'Cavalli Islands Trip, New Year 1978-1979. Offprint from *Tane* Vol 25, pp.35-40, Auckland University Field Club, Auckland
- Heritage NZ. 2019. Writing Archaeological Assessments. Archaeological Guidelines Series No. 2. Jackson, and Middleton Jul 2005. An Archaeological Survey of Matauri Bay, Northland. Commissioned by Matauri X Incorporation and Matauri Bay Properties.
- Johnson, L. 1988. Archaeological Survey of the Vink Subdivisions, Takou Bay, Whangaroa. Science and Research Internal Report 28. Science and Research Directorate, Department of Conservation, Wellington.
- Johnson, L. 1996. Archaeological Survey of the proposed Tepene Tablelands Golf Course, Waiaua Bay Farm Ltd, Whangaroa. Report prepared for Beca Carter Hollings and Ferner Ltd.
- Johnson, L. 1997. Archaeological Survey of the Matauri Bay Forest, Matauri Bay, Whangaroa. Report prepared for the Matauri Bay Forest Partnership and Matauri X Incorporation.
- Leahy, A. and W. Walsh 1978. Otaha / Taronui Bay Archaeological Field Survey. Report held by New Zealand Historic Places Trust.
- Maingay, J. 1986. Initial report on Northland Archaeology. Unpublished report to the New Zealand Historic Places Trust, Wellington.
- New Zealand Archaeological Association ArchSite Database, accessed at <http://www.archsite.org.nz>.
- New Zealand Heritage List, accessed at <http://www.historic.org.nz>.
- Northern Advocate*, 9 May 1917; 23 May 1944
- Pātete, A. Oct 2016. Matauri 1875 – 2000s: Local Issues Research Report. A report commissioned by the Waitangi Tribunal for the Te Paparahi o Te Raki Inquiry (Wai 1040).
- Sale, E. V. 1991. *Whangaroa*. Whangaroa Book Committee.
- Stretton, J. and R. Cassels 1976. Archaeological Survey, near Whangaroa Harbour, Northland Area: from Te Ngaire to Tauranga Bay. Unpublished report to the New Zealand Historic Places Trust, Wellington.

APPENDIX 1: MĀORI OWNERS

Table 2. Maori owners of Matauri No. 2 (reproduced from Pātete 2016:102)

Name	Shares	Name	Shares
Paora Kira	100	Wiremu Paora	38
Hacrata Paora	30	Hare Paora	30
Paora Paora	30	Tuaru Paora	30
Maraea Paora	30	Miraka Paora	30
Mereihe Paora	30	Hana Wiremu	4
Mere Wiremu	4	Maru Wiremu	4
Te Tokaipurūtua Wiremu	4	Te Raiti Wiremu	4
Haki Wiremu	4	Te Waihora Kira	4
Te Turi Kira	4	Hotete te Kira	4
Tawarau Kira	4	Mereana Hongi	20
Mate Hema	4	Ngarama Tuauru	4
Iwa Hare Paora	4	Raima Tika Otene	10
Tanu Whare	10	Taiapo Whare	10
Raina Riwahi Eru	70	Pane Haki	10
Rea Haki	10	Mere Hoja Haki	10
Tahiwha Mauahara	10	Ngatau Mauahara	10
Mangu Mauahara	10	Taipari Mauahara	5
Ngatai Tahere	25	Hohena Tahere	25
Ani Tamaiti	20	Tahere Pororua	20
Pikake Kingi	10	Whare Kingi	10
Puti Kingi	10	Kingi Auwha	5
Maki Hare Wiremu (Make Ihaja)	5	Mereoka Wiremu Ihaja	5
Hara Kipa Roera	10	Wiremu Ihaja	30
Hare Wiremu Ihaja	16	Moremu Wiremu Ihaja	16
Hemi Wiremu Ihaja	16	Hone Heke Ihaja	16
Hemi Kerene Ihaja	16	Tamati Hori	30
Hera Hori	30	Moetu Hori	20
Whakaaria Hori	20	Takangaroa Hori	10
Merepene Takiwhare	10	Maaka Otai	8
Mate Otai	8	Hunia Otai	8
Peti Otai	8	Hemo Hau	8

APPENDIX 2: NZAA SITE RECORDS

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

Site Record Form									
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">NZAA Site Number: P04/59</td> <td style="width: 50%;">Site Coordinates (NZTM)</td> </tr> <tr> <td>Imperial Site Number: N8/29</td> <td>Easting: 1680949</td> </tr> <tr> <td>Site Type: Pit/Terrace</td> <td>Northing: 6124308</td> </tr> <tr> <td>Site Name(s):</td> <td>Source: CINZAS</td> </tr> </table>	NZAA Site Number: P04/59	Site Coordinates (NZTM)	Imperial Site Number: N8/29	Easting: 1680949	Site Type: Pit/Terrace	Northing: 6124308	Site Name(s):	Source: CINZAS
NZAA Site Number: P04/59	Site Coordinates (NZTM)								
Imperial Site Number: N8/29	Easting: 1680949								
Site Type: Pit/Terrace	Northing: 6124308								
Site Name(s):	Source: CINZAS								
									
<p>Finding Aids to the Location of the Site:</p>									
<p>Brief Description: RIDGE PA</p>									
<p>Condition of Site when last visited: No Recent Info</p>									

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

Site Periods:

Ethnicity:

Maori

Site Features:

Terrace

Associated Sites:

Description:

Updated 11/12/2025 by ArchSite.


Grid reference changed from (E1680899 / N6124258) to centroid of site polygon (E1680949 / N6124308).

Condition Notes:

terraces and possible pits visible

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

AD AW - - AAAAJC

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION SITE RECORD FORM		8/5 SITE NUMBER NS/29	
Map number 8 Map name Whangaroa Map edition No date Grid Reference 390815		MAORI SITE NAME: OTHER	
Grid Reference 390815		SITE TYPE Ridge pa	
1. Aids to relocation of site ^{E139000} ^{NS81500} North of Wainui Bay Road on coastal edge at Whau Bay.			
2. State of site; possibility of damage or destruction Good. Edge of coast bluff like on north.			
3. Description of site <i>(NOTE: This section is to be completed ONLY if no separate Site Description Form is to be prepared.)</i> Grassy top - levels can be seen from road. Track down ridge - steep sided on north.			
4. Owner ^{Reserve?} Address		Tenant/Manager Address	
Attitude		Attitude	
5. Methods and equipment used Photographs taken: Yes/No (Describe on Photograph Record Form) Date recorded			
6. Aerial photograph or mosaic No.		Site shows: Clearly/badly/not at all	

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

<h1 style="margin: 0;">Site Record Form</h1>									
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">NZAA Site Number: P04/84</td> <td style="width: 50%; border: none;">Site Coordinates (NZTM)</td> </tr> <tr> <td style="border: none;">Imperial Site Number: N8/54</td> <td style="border: none;">Easting: 1680749</td> </tr> <tr> <td style="border: none;">Site Type: Midden/Oven</td> <td style="border: none;">Northing: 6124208</td> </tr> <tr> <td style="border: none;">Site Name(s):</td> <td style="border: none;">Source: CINZAS</td> </tr> </table>	NZAA Site Number: P04/84	Site Coordinates (NZTM)	Imperial Site Number: N8/54	Easting: 1680749	Site Type: Midden/Oven	Northing: 6124208	Site Name(s):	Source: CINZAS
NZAA Site Number: P04/84	Site Coordinates (NZTM)								
Imperial Site Number: N8/54	Easting: 1680749								
Site Type: Midden/Oven	Northing: 6124208								
Site Name(s):	Source: CINZAS								
									
<p>Finding Aids to the Location of the Site:</p>									
<p>Brief Description: MIDDEN</p>									
<p>Condition of Site when last visited: No Recent Info</p>									

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

Site Periods:

Ethnicity:

Maori

Site Features:

Midden, Midden

Associated Sites:

Description:


Updated 11/12/2025 by ArchSite.

Grid reference changed from (E1680699 / N6124158) to centroid of site polygon (E1680749 / N6124208).

Condition Notes:

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

AAAB - BPAAIC

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION SITE RECORD FORM Map number NZMS1 N8 Map name Whangaroa Map edition 2nd, 1972 Grid Reference 388813	SITE NUMBER N8/54	
	SITE NAME: MAORI OTHER	
	SITE TYPE Midden	

1. Aids to relocation of site At the ^{E138800} ~~600~~ ^{N88/300} mouth of the stream which flows into the eastern end of Whau Bay; in the eastern bank, beneath a pohutukawa tree and below the seaward edge of a bulldozed track.

2. State of site; possibility of damage or destruction Subject to erosion, partially destroyed by track.

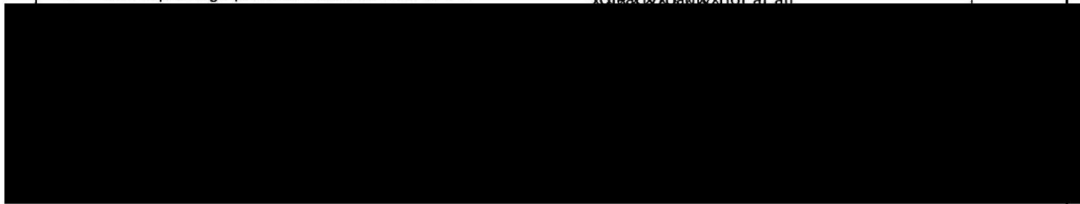
3. Description of site (NOTE: This section is to be completed ONLY if no separate Site Description Form is to be prepared.)
 The site lies beneath a gentle slope at the foot of a ridge. Beneath the topsoil is a seam, 2m long and 0.5m thick, of dark soil, containing charcoal, beach pebbles, fire-fractured stone and fire-stained stones (up to 0.2m in diameter). This seam includes a ~~XXXX~~ lense 20 - 50 mm thick of non-concentrated shell midden - species: Nerita melanotragus
 Lunella smaragda
 Melagraphia aethiops
 ?Chione stutchburyi (1 only)

4. Owner Address	Tenant/Manager Address
Attitude	Attitude

D.K.

5. Methods and equipment used One person examined site.
 Photographs taken: ~~Yes~~/No (Describe on Photograph Record Form)
 Date recorded 30.1.76

6. Aerial photograph or mosaic No. 1861/40 Site shows: ~~clearly that not at all~~



NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

<h1 style="margin: 0;">Site Record Form</h1>													
	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">NZAA Site Number: P04/85</td> <td style="width: 33%;">Site Coordinates (NZTM)</td> <td style="width: 34%;"></td> </tr> <tr> <td>Imperial Site Number: N8/55</td> <td>Easting:</td> <td>1680849</td> </tr> <tr> <td>Site Type: Maori horticulture</td> <td>Northing:</td> <td>6124308</td> </tr> <tr> <td>Site Name(s):</td> <td>Source:</td> <td>CINZAS</td> </tr> </table>	NZAA Site Number: P04/85	Site Coordinates (NZTM)		Imperial Site Number: N8/55	Easting:	1680849	Site Type: Maori horticulture	Northing:	6124308	Site Name(s):	Source:	CINZAS
NZAA Site Number: P04/85	Site Coordinates (NZTM)												
Imperial Site Number: N8/55	Easting:	1680849											
Site Type: Maori horticulture	Northing:	6124308											
Site Name(s):	Source:	CINZAS											
													
<p>Finding Aids to the Location of the Site:</p>													
<p>Brief Description: ?DITCHES/PIT/TCE</p>													
<p>Condition of Site when last visited: No Recent Info</p>													

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

Site Periods:

Ethnicity:

Maori

Site Features:

Terrace

Associated Sites:

Description:

Updated 11/12/2025 by ArchSite.

Grid reference changed from (E1680799 / N6124258) to centroid of site polygon (E1680849 / N6124308).

Condition Notes:

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED


NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION SITE DESCRIPTION FORM		SITE NUMBER	N8/55
Map Number	NZMS1 N8	SITE NAME:	MAORI
Map Name	Whangaroa		OTHER
Map Edition	2nd, 1972	SITE TYPE	Ditch/Pit/Terrace
Grid Reference	389814		

(This form may be used for recording any descriptive information or other supplementary information on the site, or for maps and drawings.)

- a) The end of the spur is a flattened area approx. 30x20m, on which is a mound 8x8m. On the seaward (western) side of the mound are apparently three parallel transverse ditches (approx. 10 - 20m long, 1m wide, 0.2m deep), connecting with a similar lateral ditch on the southern side of the spur. (These ditches are faint and doubtful features). The whole area is obscured by scrub and thistles.
- b) Features showing in the bank of the track, immediately below the features described above, include:-
 a 'posthole' (0.4m deep, 0.2-0.3m wide) with charcoal and stones in the fill; this posthole is in line with one of the transverse 'ditches';
 a pit or terrace 4m wide, with stones in the fill;
 a pit 0.8m wide, 0.25m deep.
- c) 40m up the ridge from its tip is a lateral terrace 4x3m.



NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

PO NW - BB APTC

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION SITE RECORD FORM		SITE NUMBER N8/55	
Map number NZMS1 N8 Map name Whangaroa Map edition 2nd, 1972 Grid Reference 389814		SITE NAME: MAORI OTHER	
		SITE TYPE Ditch/Pit/Terrace	
1. Aids to relocation of site ^{E1389100} The spur above ^{N881400} the eastern side of Whang Bay. A bulldozed track runs around the tip and the northern side.			
2. State of site; possibility of damage or destruction Manuka scrub and grass. Partially destroyed by track.			
3. Description of site (NOTE: This section is to be completed ONLY if no separate Site Description Form is to be prepared.)			
4. Owner Address		Tenant/Manager Address	
Attitude		Attitude	
5. Methods and equipment used One person examined site hurriedly; distances paced. Photographs taken: XX /No (Describe on Photograph Record Form) Date recorded 30.1.76			
6. Aerial photograph or mosaic No. 1861/40		Site shows: Clearly/badly/not at all D.K.	

DK

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

<h1 style="margin: 0;">Site Record Form</h1>													
	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">NZAA Site Number: P04/86</td> <td style="width: 33%;">Site Coordinates (NZTM)</td> <td style="width: 34%;"></td> </tr> <tr> <td>Imperial Site Number: N8/56</td> <td>Easting:</td> <td>1680849</td> </tr> <tr> <td>Site Type: Maori horticulture</td> <td>Northing:</td> <td>6124408</td> </tr> <tr> <td>Site Name(s):</td> <td>Source:</td> <td>CINZAS</td> </tr> </table>	NZAA Site Number: P04/86	Site Coordinates (NZTM)		Imperial Site Number: N8/56	Easting:	1680849	Site Type: Maori horticulture	Northing:	6124408	Site Name(s):	Source:	CINZAS
NZAA Site Number: P04/86	Site Coordinates (NZTM)												
Imperial Site Number: N8/56	Easting:	1680849											
Site Type: Maori horticulture	Northing:	6124408											
Site Name(s):	Source:	CINZAS											
													
Finding Aids to the Location of the Site: 													
Brief Description: UNCLASSIFIED													
Condition of Site when last visited: No Recent Info													

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

Site Periods:

Ethnicity:

Maori

Site Features:

Crop marks

Associated Sites:

Description:

Updated 11/12/2025 by ArchSite.

Grid reference changed from (E1680799 / N6124358) to centroid of site polygon (E1680849 / N6124408).

Condition Notes:

Possible features on knoll

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION INCORPORATED

BSAW - AA AJC

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION SITE RECORD FORM Map number NZMS1 N8 Map name Whangaroa Map edition Grid Reference 389816		SITE NUMBER N8/52 <hr/> MAORI SITE NAME: OTHER <hr/> SITE TYPE Doubtful site
1. Aids to relocation of site ^{E138900} ^{N881600} The ridge immediately behind the headland on the eastern side of Whau Bay.		
2. State of site; possibility of damage or destruction Grassed. Thistles, datura, some manuka.		
3. Description of site (NOTE: This section is to be completed ONLY if no separate Site Description Form is to be prepared.) Cropmarks (thick weeds) indicate possible disturbance on the ridgetop.		
4. Owner Address	Tenant/Manager Address	Attitude
5. Methods and equipment used One person walked hurriedly over site. Photographs taken: Yes/No (Describe on Photograph Record Form) Date recorded 30.1.76		
6. Aerial photograph or mosaic No. 1861/40		Site shows: clearly not at all