

## **WAIHI NORTH PROJECT - WHAREKIRAUPONGA ACCESS ARRANGEMENT CONDITIONS**

### **ACCESS ARRANGEMENT**

THIS AGREEMENT is for an Access Arrangement pursuant to section 61 of the Crown Minerals Act 1991 dated <insert date> between the Minister of Conservation and the Minister for Resources (hereinafter together with the Minister's agents referred to as "the Ministers") and OCEANA GOLD (NEW ZEALAND) LIMITED (hereinafter referred to as the "Permit holder").

### WHEREAS

- (a) The Land described in the First Schedule is administered by the Department of Conservation pursuant to section 19 of the Conservation Act 1987 and the Minister of Conservation is responsible for that Department.
- (b) The Minister for Resources, through the Ministry of Business, Innovation and Employment, administers the Crown Minerals Act 1991. The purpose of the Act is to promote prospecting for, exploration for, and mining of Crown owned minerals for the benefit of New Zealand.
- (c) The Permit holder has been granted Mining Permit 60541 (the minerals permit) by the Minister for Resources pursuant to section 25 of the Crown Minerals Act to undertake exploration / mining and exploration / mining operations in and on the Land.
- (d) Mining permit 60541 is classified as a Tier 1 permit pursuant to section 2B of the Crown Minerals Act 1991.
- (e) The Permit holder has applied under the Fast-track Approvals Act 2024 for approvals to conduct mining and mining operations, including a request for an Access Arrangement under section 59 of the Crown Minerals Act 1991 in respect of the Land described in the First Schedule. Pursuant to section 96 of the Fast-track Approvals Act an Access Arrangement granted under that Act has the same force and effect for its duration, and according to its terms and conditions, as if it were granted, issued or entered into under the Crown Minerals Act 1991.
- (f) Pursuant to section 61(1AA)(a) of the Crown Minerals Act 1991 the Ministers grant to the Permit holder access to the Land described in the First Schedule (being land within Mining Permit 60541) on the terms and conditions set out herein.
- (g) This Access Arrangement replaces previous Access Arrangement 48614 on the date when the Manager has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 10.

## Appendix C: Wharekirauponga Access Arrangement Conditions

- (h) Although this Access Arrangement is granted, on behalf of His Majesty the King, the administration of the Access Arrangement together with matters relating to the Permit Holder's access to, and use of the Land is the responsibility of the Department. The Ministry of Business, Innovation and Employment is responsible for matters relating to the minerals permit.

IT IS AGREED between the Ministers of the first part and the Permit holder of the second part that the Permit holder may enter the Land described in the First Schedule subject to the terms and conditions set out below and in the Second Schedule hereto:

### 1. INTERPRETATION

"Access Arrangement" means this agreement for an access arrangement.

"Act" means the Crown Minerals Act 1991.

"Activities" means those activities listed in Schedule 1.

"Annual Work Programme" and "Work Programme" means the Work Programme referred to in Condition 7(b).

"Department" means the Department of Conservation.

"Diameter at breast height" means the diameter of a tree when measured 1.4 metres above ground level. On sloping ground, the 'above ground level' reference point is the highest point on the ground touching the trunk. If the diameter at breast height falls on a swelling in the trunk the measurement should be taken directly below the swelling at the point where the diameter is the smallest.

"Drill Site" means a site used for exploration or investigative drilling, which is undertaken using a fixed drill rig mounted on a platform.

"Dusk" and "Dawn" means 0.5 hours either side of the closest official sunrise and sunset time.

"Exploration" has the meaning as defined in section 2 of the Crown Minerals Act 1991.

"Exploration operations" means operations in connection with exploration for any Crown owned mineral and authorised under this Access Arrangement.

"Exploration permit" means an exploration permit granted under the Crown Minerals Act 1991.

"Investigative drilling" means all drilling undertaken for geotechnical and hydrogeological investigation purposes either from a Drill Site or Portable Rig Site and includes holes drilled for the installation of groundwater monitoring piezometers.

"Kauri Contamination Zone" means any area within 3 times the radius of the canopy drip line of a kauri (*Agathis australis*) tree.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

"Land" means the land described in the First Schedule.

"Manager" means the person for the time being holding the office of Operations Manager, Hauraki District, Hauraki - Waikato - Taranaki Region, the Director Operations, Hauraki-Waikato-Taranaki Region of the Department of Conservation and includes any person authorised by the Operations Manager to act on his or her behalf in respect of this agreement.

"Minimum impact activity" means a minimum impact activity as defined in the Crown Mineral Act 1991

"Mining permit" means a mining permit granted under the Crown Minerals Act 1991.

"Ministers" means the Minister of Conservation and the Minister for Resources.

"Parties" means the Minister of Conservation, the Minister for Resources and the Permit holder.

"Permit holder" has the meaning as defined in section 2 of the Crown Minerals Act 1991 and includes its servants, agents, contractors and assignees.

"Portable Rig Site" means any location at which a man-portable drilling rig is used for any purpose.

"Potential bat roost trees" means any native or exotic trees measuring greater than 15 cm diameter at breast height (DBH) that have roosting habitat features (hollows, cavities, knot holes, splits, cracks and peeling/flaking bark).

"Prospecting" has the same meaning as defined in the Crown Minerals Act 1991.

"Suitably qualified ecologist including herpetologist" means a herpetologist who demonstrates expertise and experience in frog survey, capture, handling and release, including extended periods of experience undertaking frog surveys. They will understand and demonstrate competency in survey methods and searching techniques (including where, when and in what conditions it is best to survey to maximise detection), frog identification, and safe capture, handling and release of frogs to the satisfaction of the Manager (who will consult with the Native Frog Recovery Group).

"Vent Shaft / Pump Test Site" means a site used for constructing a vent shaft or undertaking a pumping test.

"Water Pump Site" means any site where a water pump is situated to pump water from a stream.

### **ASSIGNMENT**

2. The Permit holder will not assign, transfer or sublet any rights herein granted or any part thereof without the prior written consent of the Ministers, and such consent will not be unreasonably withheld. Any change in the Permit holder's shareholding altering the effective control of the Permit holder shall be deemed to be a proposed assignment requiring the consent of the Ministers.

## Appendix C: Wharekirauponga Access Arrangement Conditions

### COMPENSATION

3. Pursuant to section 76 of the Act, the Permit holder will pay the Minister:
  - (a) \$80,000.00 + GST per annum for the intrusion of an industrial operation on the Land to be paid at the time of presentation of an Annual Work Programme for the succeeding 12 months;
  - (b) \$100.00 + GST per use of drill rig per day (whether operational on site or not)
  - (c) \$1,300.00 + GST as a one-off fee per campsite and/or helicopter landing area utilised on the Land where vegetation is damaged or cleared;
  - (d) \$6,500.00 + GST per new drill site;
  - (e) \$10,000 + GST for each of the four vent shaft sites;
  - (f) \$1,300 per reuse of an existing drill site where regenerating vegetation is damaged or cleared;
  - (g) \$125.00 + GST per drill site, per individual tree cleared/felled at that site is equal to or less than 10cm DBH;
  - (h) \$300.00 + GST per drill site, per individual tree cleared/felled at that site is equal to or greater than 10cm DBH and less than 15cm DBH; and
  - (i) \$950 + GST per drill site, per individual tree cleared/felled at that site is equal to or greater than 15cm DBH and less than 30cm DBH; and
  - (j) \$1,250 + GST per drill site, per individual tree cleared/felled at that site is equal to or greater than 30cm DBH and less than 40cm DBH;
  - (k) \$2,000 + GST per drill site, per individual tree cleared/felled at the site is equal to or greater than 40cm DBH and less than 50cm DBH; and
  - (l) \$3,000 + GST per drill site, per individual tree cleared/felled at that site is equal to or greater than 50cm DBH;
  - (m) \$2,500 + GST where Archey's frog found (prior to use of drill site, during use of the site or in the surrounding drill site extent);
  - (n) \$750 + GST where Hochstetter frog or at risk/threatened lizard found (prior to use of drill site, during use of site or in 20 x 20 area surrounding site);
  - (o) \$750 + GST per day, or any part thereof, where helicopters are used in association with the exploration operations in the period from 23<sup>rd</sup> December to 6<sup>th</sup> January (inclusive) and during any New Zealand Statutory holiday.
4. The permit holder will survey each prospective Drill Site prior to any tree removal including taking photographs of each tree to be removed. The results of this survey are to be recorded by the permit

## Appendix C: Wharekirauponga Access Arrangement Conditions

holder in a table (schedule) that clearly records the Drill Site location, the GPS location of the tree being removed, the maximum diameter of the tree stem at DBH and the species of tree removed. This schedule will be submitted as soon as practical to the Manager, prior to, or as part of any application for the subsequent Authority to Enter and Operate.

The submitted schedule should include the following headings at a minimum:

Drill Pad #	Easting	Northing	Tree species	Number	MDBH of each individual stem to be removed	Tree GPS location of each stem removed	Photograph
-------------	---------	----------	--------------	--------	--	--	------------

- (a) All compensation amounts are to be reviewed annually for changes in the consumer price index (CPI) and adjusted accordingly. Compensation will be paid by the permit holder upon receiving an invoice from the Department or at the time of presentation of an Annual Work Programme, prior to commencing exploration/mining or mining operations with 33(a) being paid in advance and all other compensation under Condition 3 being paid in arrears. All compensation is payable into a Department of Conservation trust account for Conservation purposes in the Hauraki - Waikato - Taranaki Region.

### COMPENSATION FOR ANY UNAUTHORISED DISTURBANCE

5. The Minister of Conservation may require the Permit holder to pay additional compensation for any breaches of this Access Arrangement and/or activities carried out by the Permit holder on the Land or on other adjoining or proximate land administered by the Department outside of the Land NOT authorised by this Access Arrangement. Such additional compensation will be for an amount solely determined by the Minister of Conservation and should be paid by the Permit holder upon receiving an invoice.

### ADMINISTRATION COSTS

6. Pursuant to section 76 of the Act the Permit holder will also pay to the Minister of Conservation, upon receiving an invoice:
- (a) All actual and reasonable costs to cover the administrative costs of processing this Access Arrangement; and
- (b) The actual and reasonable costs of monitoring compliance of the conditions in this Access Arrangement including all associated inspections of the Land by the Department.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

7. A Management Fee of \$250.00 + GST per annum in arrears for administration and file management associated with the activities and/or management of this Access Arrangement. The Management Fee will be paid in arrears on a pro rata basis for the previous 12 months, upon receiving an invoice.

### **PRECONDITIONS BEFORE ENTRY TO LAND**

8. The Permit holder will not enter in or on to the Land for the purpose of commencing exploration, mining or mining operations until:
  - (a) The documents referred to in Condition 11 have been supplied to the Manager; and
  - (b) The Permit holder has submitted to the Manager an Annual Work Programme in accordance with Condition 2.1 in the Second Schedule; and
  - (c) Any payments referred to in Conditions 3,4, 5, 6, 18, 21 and 22 which are due and owing have been paid; and
  - (d) The Manager has approved the plans required to be submitted by Condition 10(b) and has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 12.
9. The Manager may require the Permit holder to vary the proposed Annual Work Programme only to ensure the exploration, mining and exploration or mining operations are not inconsistent with the conditions of this Access Arrangement. Where required by the Manager the Permit holder will amend the proposed Annual Work Programme accordingly.
10. The Permit holder will seek an Authority to Enter and Operate from the Manager. At the time of seeking an Authority to Enter and Operate, the Permit holder will submit to the Manager:
  - (a) A copy of the certificate of current;
  - (b) A copy of the Mining permit granted pursuant to section 25 of the Crown Minerals Act 1991; and
  - (c) A copy of all resource consents granted pursuant to the Resource Management Act 1991 or Fast-track Approvals Act 2024 and a copy of any reports that the Permit holder has been required to submit to a consent authority as a requirement of any resource consent relating to the mining permit.
11. Upon the Manager being satisfied that the requirements of Conditions 10, 11, and 12 have been met, the Manager will issue the Permit holder with a written "Authority to Enter and Operate" permitting the Permit holder to enter in or on to the Land to commence the Activities for a period of 12 months provided the Mining permit continues in force for the term, or longer, of any Authority to Enter and Operate issued.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

12. A breach or failure to comply with the requirements of the documents referred to in Condition 10, and approved by the Minister, shall be deemed to be a breach of this Access Arrangement, and shall entitle the Ministers to exercise any rights or powers which arise from a breach of or failure to comply with the terms of this Access Arrangement.
13. Prior to the expiry of the first Authority to Enter and Operate, and each subsequent Authority to Enter and Operate thereafter, the Permit holder will submit to the Manager a further Annual Work Programme and any other plans or amended plans as required by Condition 8(b) and any other requirements of Conditions 10, 11, and 12 for the succeeding 12-month period (or a lesser period if considered appropriate by the Permit holder).
14. Except as permitted by the Manager, the Permit holder will not after the expiry of an Authority to Enter and Operate, undertake any work prior to each subsequent Authority to Enter and Operate has been issued by the Manager pursuant to Condition 13.
15. The Manager will not unreasonably fail to grant a subsequent Authority to Enter and Operate where the Permit holder has supplied all the required documentation and made all the payments required by Condition 13, and the further Annual Work Programme is consistent with the project description contained in the application for this Access Arrangement or any variation(s) to this Access Arrangement and the conditions of this Access Arrangement or any authorised variations to this Access Arrangement.
16. Pending the granting of a subsequent Authority to Enter and Operate the Manager may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required by the Access Arrangement have been submitted.

### **INDEMNITIES**

17. The Permit holder must indemnify and keep indemnified the Ministers against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the Permit holder, or otherwise caused as a result of the Activities on the Land.
18. If due to the Permit holder's Activities, the Land or any part of it is assessed as rateable land under the Local Government (Rating) Act 2002, or any amendment to that Act, or the introduction of a new Act in substitution for it, the Permit holder must pay any of the rates which may be struck in respect of the Land and/or the Activities; but the Permit holder and the Minister of Conservation expressly agree that such payment is not to constitute an acknowledgement of exclusive possession by the Permit holder of the Land.
19. The Ministers will not be liable for and do not accept any responsibility for damage or interference to the Activities, equipment, buildings or structures, held or erected on the Land due to any cause

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

whatsoever including (without restriction) any acts or omissions by the Ministers, their servants, agents, or contractors (other than acts or omissions arising from the wilful misconduct of the Ministers, their servants, agents or contractors), natural disaster, vandalism, sabotage, fire, exposure to the elements or any other cause whatsoever.

20. The Permit holder must take all reasonable steps to protect the safety of persons present on the Land during operations and between work periods and will, when required by the Minister of Conservation, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Activities. The Permit holder must take all reasonable steps to mitigate any dangers to the public and will clearly mark any that remain.
  - (a) Where the Permit holder, to ensure the safety of the public, employees, plant and equipment, requests the Manager (acting under delegated authority from the Minister of Conservation) to close public access to the Land the Manager may do so if he or she considers it appropriate.
  - (b) The Permit holder must give the Manager reasonable notice of its request so that the Manager can ensure that all reasonable steps are taken to ensure members of the public are made aware of the closure and the reasons for it.
  - (c) The Permit holder must be responsible for the costs of ensuring that the public is made aware of the closure.

### **INSURANCE**

21. Prior to commencing Exploration Operations the Permit holder will affect and maintain, during the term of this Access Arrangement, insurance cover on terms acceptable to the Minister for an amount of \$10,000,000.00 for public liability and will be named or have its interest noted on the aviation liability insurance of its heli-contractor. The Manager may from time to time require the cover of any insurance to be increased to such an amount as considered reasonably necessary.

### **BONDS**

22. Before commencing the Activities, the Permit holder must provide either in cash; or as a surety bond from a trading bank, insurance company or bond guarantor, a bond set in accordance with clauses 23 to 28.
23. If a surety bond is the Permit holder's preferred option, the surety must execute in favour of, and on terms acceptable to, the Minister, a bond for performance by the Permit holder to the obligations under this agreement.
24. The Minister will set the bond or surety bond amount following an independent risk assessment using a methodology set by the Minister.
- 25A. The Minister will set the bond amount annually taking into account a bond assessment carried out by an independent expert:



## **Appendix C: Wharekirauponga Access Arrangement Conditions**

- (a) The bond assessment must take into account this agreement, any calculations and other matters submitted in the Annual Work Programme, or otherwise, by the Permit holder which are relevant to the determination of the amount.
- (b) The risk assessment undertaken by the independent expert will commence within two months of the issue of an approved Authority to Enter and Operate. The Minister shall advise the amount of the bond to the Permit holder within one month of receipt of the risk assessment.

25B. The process used by the Minister will be based on:

- (a) The estimated costs (including any contingencies necessary) of rehabilitation and closure in accordance with the conditions of this agreement, on completion of the Activities proposed for the next year and described in the Annual Work Programme;
- (b) Any further sum which the Minister considers necessary to allow for remedying any adverse effect on the environment that may arise from the exercise of this agreement;
- (c) The estimated costs of monitoring, in accordance with the monitoring conditions of this agreement until completion of this agreement; and
- (d) Any further sum which the Minister considers necessary for monitoring any adverse effect on the environment that may arise from the exercise of this agreement including monitoring anything which is done to avoid, remedy, or mitigate an adverse effect.

25. The bond or surety amount may be reviewed at the discretion of the Minister at any time. Such review is to follow an independent risk assessment using a methodology set by the Minister.

26A. The assessment in clause 26 must use the assessment method in clauses 25A(a) and 25B.

26. The cost of any independent risk assessment or review must be paid by the Permit holder within 10 working days of being given a notice by the Minister.

25A. Alternatively, the cost of any independent risk assessment or review must be paid by the Permit holder upon receipt of an invoice.

27. Notwithstanding the variation (including as to term), expiry, surrender, or termination of this agreement, the bond is to remain in full force and effect until such time as all the Permit holder's obligations under this agreement have been complied with to the satisfaction of the Minister.

28. If the Permit holder breaches or fails to carry out any condition of this agreement, or in carrying out the Activities there arise adverse effects not authorised or reasonably foreseen in this agreement, the Minister may call on the bond or any portion of it to ensure compliance with the conditions or to remedy or mitigate those adverse effects.

### **FIRE PRECAUTIONS**

29. The Permit holder must:

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

- (a) Take all reasonable precautions to ensure no fire hazard arises from the Activities;
- (b) Not light any fire except by permit issued by the Manager;
- (c) Not store or permit to be stored fuels or other combustible materials on the Land other than in accordance with Condition 2.67;
- (d) Comply with the Manager's requirements for fire safety equipment and for fire-fighting equipment to be kept on the Land, as described in Condition 2.68.

### **PROTECTION OF THE ENVIRONMENT**

30. The Permit holder must ensure that in respect of all Activities under this Access Arrangement:

- (a) Environmental disturbance is minimised and land affected by the Activities is kept stable and free from erosion.
- (b) There is no land disturbance other than that authorised under this Access Arrangement.
- (c) All indigenous flora and fauna are protected except for disturbance authorised under this Access Arrangement.
- (d) No debris, rubbish or other dangerous or unsightly matter will be deposited in or on the Land, or any pollution will occur of any water body, except as permitted by this Access Arrangement and any resource consent granted under the Resource Management Act 1991.
- (e) There will be no destruction, damage or modification to any archaeological site in the area (as defined by the Heritage New Zealand Pouhere Taonga Act 2014) without the authority of Heritage New Zealand Pouhere Taonga obtained under section 44 of that Act. The Permit holder will produce such authority to the Manager.
- (f) Any protected New Zealand object, or taonga taturu (as defined by the Protected Objects Act 1975), or object of historic significance found in the area or on the Land will be left in situ, and the Chief Executive of the Ministry for Culture and Heritage notified as soon as reasonably practicable.
- (g) Every person under the Permit holder's control entering on to the Land complies with the provisions of this Condition (Condition 30).

### **SUPPLY OF INFORMATION**

- 31. The Permit holder must lodge with the Manager copies of the renewal of or substitution for any insurance policies including receipts for payment of premiums, any variations to bonds and evidence that the bonds are in force.
- 32. The Permit holder must provide to the Minister of Conservation all information required from time to time by the Minister of Conservation in respect of the use of the Land and any buildings or

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

equipment thereon including any details concerning the Activities and details concerning the numbers of people employed by the Permit holder or permitted or allowed by the Permit holder to come onto the Land provided that, subject to the requirements of the Official Information Act 1982, or any other legislative requirements, the Minister of Conservation will not release that information to any third party.

33. The Permit holder must submit to the Minister of Conservation a copy of any application lodged with the Minister for Resources to vary the Mining permit covering the Land including any application to transfer the Mining permit to another person provided that, subject to the requirements of the Official Information Act 1982 or any other legislative requirements, the Minister of Conservation will not release that information to any third party.
34. The Permit holder must apply for a variation to this Access Arrangement should it wish to undertake Activities on any land managed or administered by the Minister of Conservation in accordance with any variation to the Mining permit granted by the Minister of Resources that is not already covered by this Access Arrangement, and subject to the requirements of the Official Information Act 1982 or any other legislative requirements, the Minister of Conservation will not release that information to any third party.
35. The Permit holder must have no expectation that any further Access Arrangement or Access Arrangement variation will be approved at the Minister's discretion.

### **MONITORING**

36. The Permit holder must allow the Manager or any other person authorised by the Manager to enter in or on to the Land at any time:
  - (a) To inspect the Land or to consider approval of any Annual Work Programme or other plans, or to monitor compliance with the conditions of this Access Arrangement.
  - (b) To undertake any work necessary for the exercise of the Minister's functions and powers in respect of the Land provided that such work will not unnecessarily interfere with the Permit holder's rights under this Access Arrangement.
37. Monitoring may include but is not limited to, the taking of soil and water samples, and the taking of a photographic record of Activities occurring on the Land subject to the Access Arrangement.

### **BANKRUPTCY OR INSOLVENCY**

38. If the Permit Holder becomes bankrupt, insolvent or has a receiving order made against it or is wound up or otherwise ceases to function or carries on its business under a receiver for the benefit of creditors the Ministers may either:

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

- (a) Terminate this Access Arrangement forthwith by notice in writing to the Permit holder or to the receiver or liquidator or to any person in whom the Access Arrangement may become vested; or
- (b) Give such receiver or liquidator or other person the option of continuing the Access Arrangement subject to the provision of a guarantee by one or more guarantors of any bond given, on terms acceptable to the Ministers for the due and faithful performance of the Access Arrangement up to an amount to be determined by the Ministers.
- (c) Any notice under Condition 45 does not release the Permit holder from liability in respect of any breach of this Access Arrangement prior to the termination of the Access Arrangement or which survive termination.

### **TERM**

39. The term of this Access Arrangement will be from the date of commencement in accordance with Schedule 11, clause 12 of the Fast-track Approvals Act 2024 until 8 April 2060 or any earlier date that may be set for the expiry of Mining Permit 60541.

### **TERMINATION**

40. If the Permit holder is in breach, or fails to observe any of the conditions contained herein or the requirements of any Annual Work Programme, the Ministers will give written notice to the Permit holder specifying the default and requiring it to be remedied within 21 consecutive days. If the Permit holder fails to comply with such notice, then the Ministers may by notice in writing terminate this Access Arrangement.
41. Notwithstanding Condition 40, termination of this Access Arrangement will not release the Permit holder from liability in respect of any breach of this Access Arrangement.
42. Upon termination or expiry of this Access Arrangement the Ministers will not be liable to pay any compensation to the Permit holder whatsoever for any buildings, structures or improvements erected by the Permit holder. If requested by the Manager and on completion of the Activities the Permit holder will remove all such buildings and structures and improvements. The Permit holder will repair at its own expense all damage which may have been done by such removal and will leave the Land in a clean and tidy condition for restoration as set out in the second schedule of this Access Arrangement. If the Permit holder fails to remove any buildings within a reasonable time of the request, the Minister of Conservation may undertake this work and recover the costs from the Permit holder or from the bond referred to in Condition 22.
43. The Permit holder is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Permit holder is liable under the Access Arrangement for any breaches of the terms of the Access Arrangement

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Permit holder.

### **MISCELLANEOUS**

44. If the Permit holder has:

- (a) Not paid any compensation payment as provided by Condition 3; or
- (b) Not submitted an Annual Work Programme to the Manager

within two years of the date of execution of this Access Arrangement, this Access Arrangement will terminate and cease to have any effect.

45. Any notice required to be addressed by any of the parties may be sent by ordinary post, facsimile or email during normal business hours and in the absence of proof to the contrary be deemed to have been received by the other parties;

- (a) In the case of posting by ordinary mail, on the second working day following the date of posting to the address for service; and
- (b) In the case of email, when acknowledged by the party orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement of receipt of the email.

46. The Minister of Conservation's address, phone number, and email for service will be Hauraki District Office, 3/366 Ngati Maru Highway (SH25) Thames 3500 (physical); PO Box 343, Thames 3540 (postal); Phone: 0800 275 362; Email: [thames@doc.govt.nz](mailto:thames@doc.govt.nz).

47. The Minister for Resources' address, and phone number for service will be C/- The National Manager Minerals, Energy & Resource Markets Branch, Ministry of Business, Innovation and Employment, 33 Bowen Street, Wellington 6140, PO Box 1473; Ph. 0508 263 782.

48. The Permit holder's phone number and address for service will be: 22 Maclaggan St Dunedin 9016 (physical), PO Box 5442 Dunedin 9054 (postal), email: [NZ.Legal@oceanagold.com](mailto:NZ.Legal@oceanagold.com).

### **DISPUTE RESOLUTION**

49. The parties agree to negotiate in good faith to resolve any differences which arise in connection with this Access Arrangement.

50. Failing resolution in accordance with Condition 49, any differences and disputes between the parties concerning this Access Arrangement, its interpretation, effect or implementation or any act or thing to be done in pursuant thereof (except as otherwise expressly provided) is to be referred to arbitration in New Zealand by a single arbitrator who is to be mutually agreed upon and, failing

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

agreement, is to be appointed by the President of the New Zealand Law Society. In all other respects the provisions of the Arbitration Act 1996 shall apply.

### **GENERAL**

51. Except where inconsistent with this Access Arrangement, the Permit holder must comply with the provisions of any conservation management strategy or conservation management plan pursuant to Part IIIA of the Conservation Act 1987, together with any amendment or review of any strategy or plan.
52. The Permit holder must at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land or affecting or relating to the Activities including the Health and Safety at Work Act 2015, the Fire and Emergency New Zealand Act 2017, the Hazardous Substances and New Organisms Act 1996, the Crown Minerals Act 1991, the Resource Management Act 1991 and the Conservation Act 1987 and all Acts included in its First Schedule.
53. The Permit holder must comply with all conditions contained in this Access Arrangement and within three working days of a request in writing by the Ministers supply the Ministers with evidence of such compliance.
54. A breach or contravention by the Permit holder of any legislation affecting or relating to the Land or affecting or relating to the Activities will be deemed to be a breach of this Access Arrangement.
55. The Permit holder must only undertake the Activities subject to this Access Arrangement within the boundaries of the Land. Any Activities carried out by the Permit holder outside the boundary of the Mining permit is unlawful and constitutes an offence under the Act.
56. The Permit holder must not use any Land subject to this Access Arrangement for any purposes other than those specified in this Access Arrangement. Unless otherwise authorised by this Access Arrangement, or otherwise approved by the Minister of Conservation, the Permit holder will not erect, install or operate anything on the Land other than that described in the Annual Work Programme submitted in accordance with Condition 8(b).
57. Any transfer of the Land to a purchaser transfers to that purchaser the rights and obligations subject to this Access Arrangement.
58. The headings set out in this Access Arrangement have been inserted for convenience and will not in any way limit or govern the construction of this Access Arrangement.
59. Nothing in this Access Arrangement including Special Conditions in the Second Schedule will prevent the Ministers from participating in any statutory process in respect of any matter relating to Activities in or on the Land defined in this Access Arrangement.

## Appendix C: Wharekirauponga Access Arrangement Conditions

60. If any conditions attached to any resource consent obtained by the Permit holder are in the opinion of the Minister of Conservation, or the Ministers, as the case may be, inconsistent with this Access Arrangement the Minister of Conservation or the Ministers, as the case may be, may review the provisions of this Access Arrangement and this Access Arrangement may be varied accordingly.
61. If, in the opinion of the Ministers, the Activities of the Permit holder are having, or may have an adverse effect on the natural, historic or cultural values of the Land, which is not permitted by this Access Arrangement and could not have reasonably been foreseen, the Ministers may:
- (a) suspend the Activities or any part of the Activities, until the Permit holder remedies or mitigates such adverse effect to the extent satisfactory to the Minister of Conservation; and/or
  - (b) review the conditions of this Access Arrangement and impose any further conditions necessary to avoid, remedy or mitigate such adverse effect; and/or
  - (c) call on the Bond required under Condition 22 or any portion thereof to ensure such adverse effect which has occurred is remedied or mitigated.
62. The Ministers may suspend the Exploration operations or any part of the Exploration operations while the Ministers or any other enforcement agency investigates any of the Activities authorised by this Access Arrangement. The Ministers may also suspend this Access Arrangement while the Ministers or any other enforcement agency investigates any:
- (a) Potential breach of the terms and conditions of this Access Arrangement.
  - (b) Possible offence by the Permit holder, its directors, employees, servants, agents, contractors or assignees under the Crown Minerals Act 1991; Conservation Act 1987, or any of the Acts listed in the First Schedule of that Act.
  - (c) Possible offence by the Permit holder, its directors, employees, servants, agents, contractors or assignees under any other Act relevant to the Activities.
63. Any temporary suspension may, at the sole option of the Ministers be either in whole or in part, and be either immediate or after such time as the Ministers allow. Advice of such suspension will be given to the Permit holder whether verbally followed by a written confirmation as soon as is reasonably practicable or by notice in writing.
64. During any period of suspension all Activities on the Land will cease, other than activities necessary for the purposes of saving or protecting life or health, or preventing serious damage to property or avoiding an actual or likely adverse effect on the environment. The Permit holder will remain responsible for the health and safety, and environmental protection of the Land, and will continue to have access to the Land for these purposes during the term of any suspension, subject to any directions issued by the Ministers. The Permit holder will remain liable for all fees and payments required to be paid under this Access Arrangement during the term of any suspension.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

65. The Ministers will not be liable to the Permit holder for any loss sustained by the Permit holder by reason of the suspension of the Access Arrangement under Conditions 63 and 64 including loss of profits or consequential loss.
66. The Permit holder must pay in full immediately on demand all costs and fees (including solicitor's costs and fees of debt collection agencies engaged by the Minister of Conservation) arising out of and associated with steps taken by the Minister of Conservation to enforce or attempt to enforce the Minister of Conservation's rights and powers under this Access Arrangement including the right to recover outstanding money owed to the Ministers.
67. Any failure by the Ministers to exercise any right or power under this Access Arrangement does not operate as a waiver and the single or partial exercise of any right or power by the Ministers does not preclude any other or further exercise of that or any other right or power by the Ministers.



### **FIRST SCHEDULE**

- 1.1 The Permit holder, subject to the conditions contained in this Access Arrangement, will have access to the Land, that being that 3,721 hectare area of Coromandel Forest Park within Mining Permit 60541, as shown in Figure 1, to undertake the activity described in 1.2. No activities are permitted to occur within the Otahu Dedicated Area or the Parakiwai Geological Area.

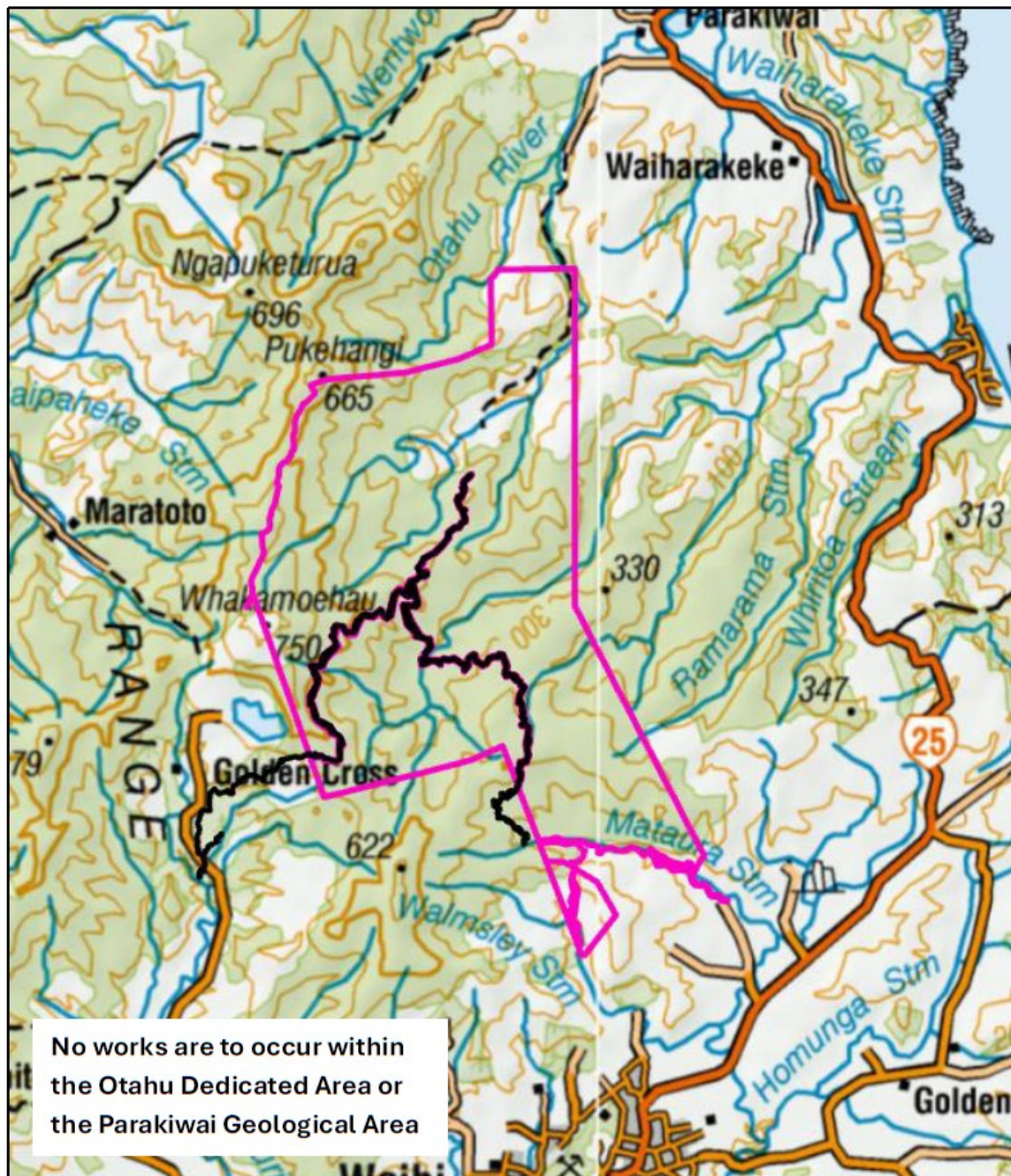


Figure 1: Access Arrangement Area (shown in pink, road reserve shown in black), encompassing all public conservation land within MP60541.

1.2 The Activities authorised by this Access Arrangement are:

- (a) Exploratory and investigative drilling activities, including;
  - i. Ongoing use of nine existing Drill Sites (noting that a 10<sup>th</sup> site is also operational on the legal road not part of the conservation land);

## Appendix C: Wharekirauponga Access Arrangement Conditions

- ii. Establishment of up to 20 additional Drill Sites (as set out in Table 1);
  - iii. Drilling from up to 50 locations using a Portable Rig.
- (b) Establishment of up to four Vent Shaft Sites including associated surface structures. These sites may also be used for pump testing, in circumstances where a larger drill rig is required.

Table 1: New drilling activities

Description	Number of Sites	Clearance per site (m <sup>2</sup> )	Total Clearance (m <sup>2</sup> )
Exploration Drill Sites	8	150	1,200
Geotechnical Investigative Drill Sites	8	150	1,200
Hydrological Investigative Drill Sites (piezometer installation)	4	150	600
Vent Shaft / Pumping Test Sites	4	900	3,600
Portable Rig Sites	50	Minimal clearance i.e. canopy trimming	
<b>Total clearance</b>			<b>6,600 m<sup>2</sup></b>

- (c) Continued use of existing meteorological monitoring station, rain gauges, track counter and dust monitor installed.
- (d) Permeability testing in new piezometer holes.
- (e) The establishment of up to ten river pump sites for abstracting surface water (three of which are already existing).
- (f) The use of bores for abstracting groundwater (including groundwater sampling).
- (g) Continued undertaking of water quality sampling.
- (h) The use of up to six drill rigs concurrently of which a maximum of five may be platform-based rigs (the balance (one) being portable rig(s)).
- (i) Installation of piezometers in any existing or new boreholes and continued use of existing piezometers (including maintenance and replacement as necessary).
- (j) Ongoing use of one camp site and two helipads (both existing).

## Appendix C: Wharekirauponga Access Arrangement Conditions

- (k) The use of any new or existing Drill Site or Vent Shaft / Pumping Test Sites to accommodate fixed camp facilities, with a maximum of six camps established at any given time.
- (l) The use of any new or existing Drill Site or pumping test / vent raise site to accommodate a helipad, with a maximum of four helipads established at any given time.
- (m) Helicopter access throughout the life of the mine and post-closure period for equipment lifting and personnel access.
- (n) Installation of two piezometers at each of a maximum of 8 wetlands and 2 control wetlands – one piezometer to be installed in each wetland using a drive point design with no drill rig required, one piezometer to be installed approximately 2m from each wetland boundary using either drive point or portable rig.
- (o) Installation of up to eight river flow monitoring stations and continued use of existing flow monitoring stations.
- (p) Continued use of a flow tracker for flow gauging.
- (q) Installation of two rain gauges and a meteorological monitoring station and ongoing use of all existing meteorological monitoring equipment.
- (r) Installation of a telemetry system to transmit environmental data from any surface or subsurface installation to an online platform.
- (s) Installation of vibration monitoring equipment at up to 12 locations.
- (t) The use of drones for monitoring, reconnaissance and aerial photography.
- (u) Minimum impact activities, as defined in the Crown Minerals Act 1991, and also including hydrological, ecological, noise, and other environmental monitoring.
- (v) Tent-based camping at any location to support field work.
- (w) Installation of native fauna release sites, including fencing (electric or otherwise) and frog release pens.
- (x) Planting of native vegetation and maintenance of planted areas throughout the life of the project.
- (y) Pest control and monitoring across the entire AA area to be undertaken in accordance with the Wharekirauponga Pest Animal Management Plan.
- (z) Ongoing maintenance and replacement of all equipment as required.

1.3 Indicative locations for the wetland monitoring piezometers, river flow monitoring stations, near stream piezometers, vibration monitoring sites, and river gauge and meteorological monitoring stations provided for by Clause 1.2 are provided in 1.3(a), (b), (c), (d), and (e). If these locations



## Appendix C: Wharekirauponga Access Arrangement Conditions

change, the Permit holder will notify the Manager of the alternative locations at least 20 working days prior to undertaking the respective activities.

(a) Wetland monitoring piezometers:

Site Name	X (NZTM)	Y (NZTM)
Edmonds 16	1849962	5867471
Edmonds 17	1849822	5867407
Edmonds 18	1849887	5867447
Edmonds 20	1849779	5867359
Edmonds 22	1849708	5867243
Adams 3	1850260	5869204
Adams 4	1850028	5869249
Adams 9	1849853	5869173
Adams 10	1849859	5869131
Control	1848906	5864922

(b) River flow monitoring stations:

Site Name	X (NZTM)	Y (NZTM)	Status
Adams	1850412	5868927	Proposed
Edmonds	1849886	5868352	Proposed
Thompson	1851158	5869218	Proposed
Trib R	1850458	5868834	Proposed
T-Stream East	1849810	5868388	Installed
T-Stream West	1849581	5868432	Installed
WHK2 - Control	1849832	5865641	Proposed
WKP02	1850844	5869140	Installed
WKP03	1850426	5868883	Installed

(c) Near stream piezometers (note that other existing and proposed piezometer locations at any existing or future Drill Site platform are not included in this table)

Site Name	X (NZTM)	Y (NZTM)	Status
NSP1	1849751	5868435	Existing

## Appendix C: Wharekirauponga Access Arrangement Conditions

NSP9	1849451	5868511	Existing
NSP11	1849498	5868245	Existing
NSP3	1849980	5868402	Existing
NSP2	1849978	5868218	Existing
NSP6	1850438	5868856	Existing
NSP4	1850311	5869036	Proposed
NSP7	1851102	5869179	Proposed
Upper WHK Control	1849835	5865747	Proposed

### (d) Vibration Monitoring Site

Site Name	X (NZTM)	Y (NZTM)
Assessment A	1849417	5868834
Assessment B	1849943	5868791
Assessment C	1850461	5868844
Assessment D	1849448	5868301
Assessment E	1849886	5868319
Assessment F	1850342	5868337
Assessment G	1848764	5868050
Assessment H	1849838	5867811
Assessment I	1850133	5867831
Assessment J	1849499	5867263
Assessment K	1849682	5866953
Assessment L	1850084	5867367

### (e) Rain gauge and meteorological monitoring station

Name	X (NZTM)	Y (NZTM)	Status
Met Station	1850113	5868379	Existing
Rain Gauge	1849337	5868702	Existing
Rain Gauge 2	1850096	586857	Proposed

**SECOND SCHEDULE**

**SPECIAL CONDITIONS:**

**ACCESS ARRANGEMENT FOR MINING PERMIT 60541**

NOTE: These conditions are in addition to the conditions in the main body of the Access Arrangement and do not in any way affect the generality of those conditions.

**ANNUAL WORK PROGRAMME CONDITIONS**

- 2.1 Before undertaking any Activities under this Access Arrangement, the Permit holder must comply with Conditions C23 and C23A of Schedule One: Conditions Common To The Hauraki District Council And Waikato Regional Council Resource Consents regarding an Annual Work Programme.
- 2.2 The Permit holder may, at any time, submit to the Minister for approval an amended Annual Work Programme provided that no work may occur under that amended Work Programme until it is approved in writing by the Manager.

**Advice Note:** *The Manager may require the Permit holder to vary the proposed Annual Work Programme to ensure the Activities are not inconsistent with the conditions of this Access Arrangement.*

- 2.3 Where required by the Manager the Permit holder must amend the proposed Annual Work Programme accordingly.

**GENERAL CONDITIONS**

**Authorised Activities**

- 2.4 Subject to these General Conditions the Permit holder may undertake the Activities listed in the First Schedule on the Land.
- 2.5 The Permit holder must undertake all Activities in accordance with the Fast-track approvals application lodged by the Permit holder and this Access Arrangement approved by Ministers, and in the event of inconsistency, the Access Arrangement and Authority to Enter and Operate shall prevail over the application.

**Exclusions Conditions**

- 2.6 The Permit holder must not undertake the following activities on the land:
- a. Exploration operations at any site(s) within 400 m of any open section of the Wharekirauponga track during the high visitor period of 23rd December to 6th February

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

(inclusive) excepting those activities required to maintain the security and safety of the site(s);

- b. Any drilling activity and helicopter activity to service drill sites within 400 m of the Wharekirauponga Track from 1 December to 28 February (inclusive) when the track is open.
- c. Disturb or hinder public use, access or enjoyment of the Land otherwise unaffected by the authorised Activities under this Access Arrangement;
- d. Conduct onsite processing using any chemicals, other than chemicals required for the safe use of the portable toilets as long as any chemicals required for portable toilets are not separately stored, or discharged on the Land or any other public conservation land;
- e. Use permanent paint on vegetation or rock for marking purposes;
- f. Construct any new tracks involving vegetation clearance without prior approval;
- g. Other than as may be authorised under (f), clear any vegetation outside of Drill Sites, campsites, helicopter landing areas, Vent Shaft / Pump Test Sites, Portable Rig Sites specified in the First Schedule or authorised under the Hauraki District Council landuse consent; or
- h. Establish any Drill Sites, Vent Shaft / Pump Test Site, or any Portable Rig Sites that are not authorised under the Hauraki District Council landuse consent or the Thames Coromandel District Council landuse consent.

### **Location of Drill Sites, Vent Shaft / Pump Test Sites, Portable Rig Sites and Water Pump Sites**

- 2.7 The Permit holder must ensure that a minimum buffer of 30 m is maintained between the location of any Drill Site or Portable Rig Site and any part of the Wharekirauponga Track. No Drill Sites or Portable Rig Sites can be located within this buffer.
- 2.8 The Permit holder must ensure that a minimum buffer of 250 m is maintained between the location of any Vent Shaft / Pump Test Site and any part of the Wharekirauponga Track. No Vent Shaft / Pump Test Sites can be located within this buffer.
- 2.9 The Permit Holder must comply with Conditions 113 to 115 of the Hauraki District Council land use consent regarding the location of Drill Sites, Pumping Test Sites, Ventilation Shaft Sites and Portable Drill Rig Locations and Condition 10 of the Thames Coromandel District Council landuse consent regarding the location of Portable Drill Rig Locations.



## **Appendix C: Wharekirauponga Access Arrangement Conditions**

- 2.10 The Siting Report required under Condition 115 of the Hauraki District Council land use consent or Condition 13 of the Thames Coromandel District Council land use consent must be provided to the Manager for their information.

### **Vegetation Clearance and Site Disturbance Associated with Drill Site Locations**

- 2.11 Vegetation clearance and disturbance at each Drill Site must comply with Conditions 118 to 137 of the Hauraki District Council land use consent.

### **Vegetation Clearance and Site Disturbance Associated with Vent Shaft and Pump Test Sites**

- 2.12 Vegetation clearance and disturbance at each Vent Shaft and Pump Test Site must comply with Conditions 138 to 149 of the Hauraki District Council land use consent.

### **Vegetation Clearance and Site Disturbance Associated with Portable Rig Sites and Water Pump Sites**

- 2.13 Vegetation clearance and disturbance at each Portable Rig Site and Water Pump Site must comply with Conditions 150 to 166 of the Hauraki District Council land use consent or conditions 15 to 24 of the Thames Coromandel District Council land use consent.
- 2.14 Vegetation removal must comply with Conditions 129 and 129A of the Hauraki District Council land use consent.
- 2.15 The Permit holder must mark out access routes for access to Portable Rig Sites, and thereafter only access sites using the marked routes to access these sites.

### **Management of 'At Risk' and/or 'Threatened' Herpetofauna during vegetation clearance.**

- 2.16 The Permit holder must ensure that any captured lizards and frogs are translocated to the Native Fauna Release Area specified in Condition 111 of the Hauraki District Council land use consent within 12 hours of capture.
- 2.17 The Permit holder must ensure that within the Native Fauna Release Area, six soft release pens, constructed with materials similar to Animex Wildlife Fencing (AMX-T40 – Temporary Fencing), will be established. These pens must be 0.04 ha in size. The native fauna release site must be set up in advance of any site clearance.
- 2.18 The Permit holder must undertake Baseline (pre-release) surveys to document the resident frog population and confirm that the Native Fauna Release Area.

## Appendix C: Wharekirauponga Access Arrangement Conditions

- 2.19 The Permit holder must ensure that frogs salvaged from sites will be released into a single soft release pen (up to 30 frogs, after which additional frogs will be released into a secondary soft release pen).
- 2.20 The Permit holder must only remove soft release pens when the population size has reached 80 frogs per 400m<sup>2</sup> plot, (i.e., 20 frogs/100m<sup>2</sup>), or after 5 years – whichever is first.
- 2.21 The Permit holder must record the findings at each clearance site including the number and biometric data (snout vent length) of any frog and / or lizard translocated; the release pen that they were released into; a clear dorsal photograph for photographic identification; and all survey details (climatic conditions, time and date, and search effort).
- 2.22 The Permit holder must transport frogs individually and on foot to the release site, in hard sided containers with breathing holes and leaf litter / moss. Frogs must also be transported with larger organic material from their point of capture. Ponga logs will also be taken to the native fauna release site to provide additional habitat elements.
- 2.23 To release a frog, the Permit holder must carefully scoop up each individual from its transport container with gloved hands and placed next to the leaf litter and refugia salvaged from its point of capture. Care will be taken to ensure that the refugia is orientated in such a way that the frog can find immediate cover.
- 2.24 A suitably qualified and experienced herpetologist must prepare an annual report, delivered by 30 June each year (Annual Native Frog Salvage Release Report) including the following items:
- a. A summary of sites that have been cleared and any associated frog salvages (including unique ID, capture details, morphometrics, identification photographs, location of capture and release pen number) in the previous 12 months;
  - b. A description of any other actions described in the Native Frog Salvage Release Plan completed in the previous twelve months;
  - c. Release site monitoring results for frog population monitoring and pest control monitoring, including any pest incursions and how these were managed;
  - d. Where aspects of the Native Frog Salvage Release Plan have not been implemented, the reasons why, and the measures that have been taken to address this;
  - e. An assessment of the effectiveness of the actions taken to implement the Native Frog Salvage Release Plan in achieving its objective. Where the report identifies that the objective has not been met, the Report must include:
    - i. The reasons why the objective has not been achieved;

## Appendix C: Wharekirauponga Access Arrangement Conditions

- ii. Specific measures that have already been implemented, or are required to be implemented to meet the objective; and
  - f. Details of any amendments needed to the Native Frog Salvage Release Plan to better ensure that the objective will be met.
- 2.25 The Permit holder must provide the Manager with relevant details (including weight, length, location) of any 'At Risk' or 'Threatened' frogs or lizards found and relocated and the NZTM coordinates of the release site(s) within 20 working days of the relocation.

### Management of "At Risk" and/or "Threatened" Flora

- 2.26 The Permit holder must comply with Conditions 148 and 149 of the Hauraki District Council land use consent regarding the disturbance of *Pterostylis puberula*, *Pterostylis tasmanica* or king fern *Ptisana salicina*

### Management of Avifauna Associated with Drill Sites, Vent Shaft / Pump Test Sites, Portable Drill Rig Sites and Water Pump Sites

- 2.27 The Permit holder must comply with Conditions 184 and 186 of the Hauraki District Council land use consent regarding avifauna.

### Management of Bats Associated with Drill Sites, Vent Shaft / Pump Test Sites, Portable Drill Rig Sites and Water Pump Sites

- 2.28 The Permit holder must comply with Condition 186 of the Hauraki District Council land use consent regarding bats.

### Management of Terrestrial Invertebrates Associated with Drill Sites, Vent Shaft / Pump Test Sites, Portable Drill Rig Sites and Water Pump Sites

- 2.29 The Permit holder must comply with Condition 186 of the Hauraki District Council land use consent regarding slugs.
- 2.30 The Permit holder must record the number and species of any translocated invertebrates.

### Reporting

- 2.31 The Permit holder must comply with Condition 188 of the Hauraki District Council land use consent regarding reporting.

### Fencing Plan

- 2.32 The Permit holder must submit a Fencing Plan to the Manager for approval. The purpose of the Fencing Plan is to set out the procedures to be used to ensure that exclusion fences are

## Appendix C: Wharekirauponga Access Arrangement Conditions

constructed and maintained to prevent frogs (and help prevent lizards) from entering drill sites. The Fencing Plan must:

- a. Be prepared in consultation with the Manager
  - b. Describe the construction standard and methods that will be used for the construction and maintenance of exclusion fences
  - c. Describe how the exclusion fences will prevent frogs / lizards entering the sites and or sumps
  - d. Describe a maintenance schedule for the exclusion fences
  - e. Describe the procedures to be used to protect herpetofauna if there are any significant breaches of exclusion fences (e.g. tree fall across/through a fence)
- 2.33 The Permit holder must implement and comply with the Fencing Plan approved by the Manager at all times.
- 2.34 The Manager may request a review of the Fencing Plan and may require the Permit holder to amend the Fencing Plan at any time. The Permit holder must implement and comply with any amendments to the Fencing Plan approved by the Manager.
- 2.35 The Permit holder may, at any time, submit to the Manager for approval an amended Fencing Plan provided that until a variation is approved, activities must be in accordance with the existing Fencing Plan.
- Advice Note:** *The Fencing Plan may be prepared in conjunction with any other fencing plan required in relation to the Waihi North Project.*
- 2.36 The Permit holder must erect the frog / lizard exclusion fence (in accordance with the Fencing Plan requirements of Condition 2.32) around the perimeter of the site within 5 days after the final survey or native species translocation (whichever is the latter).

### Wharekirauponga Pest Animal Management Plan

- 2.37 All pest management activities authorised by this Access Arrangement must be undertaken in accordance with the Wharekirauponga Pest Animal Management Plan required by Condition C5 of Schedule One: Conditions Common To The Hauraki District Council And Waikato Regional Council Resource Consents.
- 2.38 The Permit Holder must comply with Condition 178 of the Hauraki District Council land use consent regarding the Annual Pest Management Report.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

- 2.39 If the Department is not satisfied that the actions taken by the Permit holder are achieving the objective and performance standards of the Wharekirauponga Pest Animal Management Plan, the Permit holder must participate in a collaborative workshop to with the Department discuss the levels of achievement, and to identify any measures that are required to be implemented to address any agreed failure to achieve a performance standards, and any changes that need to be made to the management plan.
- 2.40 In the instance that there is disagreement between the Permit holder and the Department at the conclusion of the collaborative workshop, the process in Conditions 49 and 50 (Dispute Resolution) is to be implemented.

### **Coromandel Forest Park Kauri Dieback Management Plan**

- 2.41 All Activities authorised by this Access Arrangement must be undertaken in accordance with Conditions C5 and C5AA of Schedule One: Conditions Common To The Hauraki District Council And Waikato Regional Council Resource Consents.
- 2.42 All suspected sightings of Kauri Dieback Disease must be reported to the permit holder's Superintendent – Environment who will then report it to the Manager, the Ministry for Primary Industries and Tiakina Kauri.
- 2.43 By 30 June each year the Permit holder must engage a suitably qualified and experienced ecologist to prepare an annual Coromandel Forest Park Kauri Dieback Monitoring Report that covers activities addressed in the Coromandel Forest Park Kauri Dieback Management Plan for the previous year.
- 2.44 The Coromandel Forest Park Kauri Dieback Monitoring Report required by 2.43 must include:
- a. A description of any works and other actions envisaged by the Coromandel Forest Park Kauri Dieback Management Plan completed by the Permit holder in the previous twelve months;
  - b. Where aspects of the Coromandel Forest Park Kauri Dieback Management Plan have not been implemented, the reasons why, and the measures that have been taken by the Permit holder to address this;
  - c. An assessment of the effectiveness of the actions taken to implement the Coromandel Forest Park Kauri Dieback Management Plan in achieving its objective;
  - d. Details of any amendments needed to the Coromandel Forest Park Kauri Dieback Management Plan to better ensure that the objective will be met.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

- 2.45 If the Department is not satisfied that the actions taken by the Permit holder are achieving the objective of the Coromandel Forest Park Kauri Dieback Management Plan, the Permit holder must invite the Department to participate in a collaborative workshop to discuss the levels of achievement, and to identify any measures that are required to be implemented to address any agreed failure to achieve the objective and any amendments that need to be made to the management plan. If there is disagreement between the Permit holder and the Department at the conclusion of the collaborative workshop, the process in Conditions 50 and 51 (Dispute Resolution) is to be implemented.

### **Native Frog Monitoring Plan**

- 2.46 All Activities authorised by this Access Arrangement must be undertaken in accordance with the Native Frog Monitoring Plan certified under condition 174 of the Hauraki District Council landuse consent.
- 2.47 The certified Native Frog Monitoring Plan must be provided to the Department of Conservation no later than 4 years prior to the commencement of WUG stoping activities.
- 2.48 If as a result of the Annual Leiopelmatid Frog Monitoring Report provided to the Department under condition 177.3 of the Hauraki District landuse consent the Department is not satisfied that the actions taken by the Permit holder are achieving the objective of the Native Frog Monitoring Plan, the Permit holder must invite the Department to participate in a collaborative workshop to discuss the levels of achievement, and to identify any measures that are required to be implemented to address any agreed failure to achieve the objective and any amendments necessary to the management plan.

In the instance that there is disagreement between the Permit holder and the Department at the conclusion of the collaborative workshop, the process in Conditions 49 and 50 (Dispute Resolution) is to be implemented.

### **Water Management**

- 2.49 The Permit holder must ensure that all water used for drilling operations is filtered to remove drill cuttings prior to any discharge to the Land.
- 2.50 The Permit holder must ensure that all drill cuttings filtered from water are buried, pumped down the drill hole or removed from the Land.
- 2.51 The Permit holder must ensure that any water discharge from exploration or investigative drilling operations is monitored to ensure it does not enter any waterways.
- 2.52 The Permit holder must ensure that all sewage is collected and stored in containers and removed from the Land.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

### **Wildlife Act Authority**

- 2.53 The Permit holder must hold a Wildlife Act Authority for any activities associated with this Access Arrangement which involve the catching, holding, or release of wildlife.

*Advice Note: A Wildlife Act Authority has been granted to the Permit holder at the same time as this Access Arrangement is granted pursuant to the provisions of the Fast-track Approvals Act 2024.*

### **Rehabilitation**

- 2.54 The Permit holder must comply with Conditions 55 for Area 1 and 129A of the Hauraki District Council land use consent and Conditions C60 to C64 of Schedule One: Conditions Common To The Hauraki District Council And Waikato Regional Council Resource Consents that address rehabilitation.

### **Public Access, Awareness and Safety**

- 2.55 The Permit holder must comply with Conditions 206 and 207 of the Hauraki District Council land use consent regarding Public Access, Awareness and Safety in the Coromandel Forest Park-

### **Aircraft**

- 2.56 The Permit holder must comply with Condition 208 of the Hauraki District Council land use consent regarding aircraft safety in the Coromandel Forest Park.

### **Weed Management**

- 2.57 The Permit holder must control any exotic weeds present within any Drill Site or Vent Shaft / Pump Test Site to the satisfaction of the Manager, during the term of this Access Arrangement and for a period of two years following the completion of Exploration operations under this Access Arrangement.
- 2.58 The Permit holder must supply an annual report describing weed control and rehabilitation progress within the sites for a period of two years following the completion of Activities under this Access Arrangement.
- 2.59 The Permit holder must undertake pest management in accordance with the Wharekirauponga Pest Animal Management Plan over the Land included in the Wharekirauponga Animal Pest Management Area (WAPMA), as shown in the figure annexed as Attachment 1 to this approval (with the balance of the WAPMA outside this Access Arrangement to be managed under a concession).

### **Biosecurity Management**

## Appendix C: Wharekirauponga Access Arrangement Conditions

- 2.60 The Permit holder must ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.
- 2.61 The Permit holder must avoid additional planting where possible to facilitate natural regeneration and to avoid introduction of pests and pathogens.
- 2.62 The permit holder must take all practicable steps to minimise the establishment and spread of woody non-native species, dense lotus and large pasture grasses.
- 2.63 The Permit holder must know the plants that are affected by myrtle rust and what the rust symptoms look like. This serious fungal disease only affects plants in the myrtle (myrtaceae) family which includes pōhutukawa, mānuka, kānuka, and ramarama. See <https://myrtlerust.org.nz/>. If the Permit holder encounters suspected symptoms of myrtle rust, the Permit holder must not touch it and must take the following steps:
- a. Follow the most up to date advice from Ministry for Primary Industry regarding exotic pest and disease protocols;
  - b. Take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant;
  - c. Do not touch or try to collect samples as this may increase the spread of the disease;
  - d. If accidental contact with the affected plant or rust occurs, bag clothing and wash clothes, bags and shoes as soon as possible.
- 2.64 The Permit holder must comply with the Ministry for Primary Industry's "Check, Clean, Dry" cleaning method to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at <http://www.biosecurity.govt.nz/cleaning>. The Permit holder must regularly check this website and update their precautions accordingly.

### Chytrid fungus

- 2.65 The Permit holder must adhere to the national Frog Hygiene and Handling Protocol annexed as Attachment 7 Hauraki District Council land use consent.

### Storage and Structures

- 2.66 The Permit holder must not erect or place on the Land any sheds, containers or similar structures not specified in the Annual Work Programme.

### Fuel and lubricants



## **Appendix C: Wharekirauponga Access Arrangement Conditions**

- 2.67 The Permit Holder must comply with Conditions 58A to 64 of the Hauraki District Council land use consent regarding the use of hazardous substances in the Coromandel Forest Park, including fuel and lubricants.

### **Fire and risk management**

- 2.68 A fire extinguisher must be available on site at all times at any fixed camp site and during drilling and/or construction activities at any site.

### **Waste disposal and toilets**

- 2.69 The Permit holder must provide self-contained toilets/ “portaloos” for its staff and contractors at all times to ensure the containment of human waste.
- 2.70 All waste and effluent must be removed from the Land and disposed of at an appropriate facility during and upon the completion of the Activities.

### **Public Access**

- 2.71 The Permit holder must not prevent public access to the Land or parts of the Land unless that land has been closed to the public under the Conservation Act, or with the approval of the Manager. Where public closure has occurred, the Permit holder is deemed to have been given approval to trespass the public for unlawful entry.

### **Removal of Material**

- 2.72 Without changing the effect of Condition 35 at the completion of the Activities the Permit holder must remove from the site all materials including rubbish, pipelines, equipment and structures associated with the Activities, unless the Manager has given prior written approval for the item(s) to remain.

### **Historic and Cultural Sites**

- 2.73 The Permit holder must operate in accordance with any Archaeological Authority for the Land.
- 2.74 The Permit Holder must comply with Condition C29 of the Schedule One: Conditions Common To The Hauraki District Council And Waikato Regional Council Resource Consents regarding the discovery of any unidentified archaeological site.

### **Minimum Impact Activities and Prospecting Activities**

- 2.75 The Permit holder must inform the Manager of dates, duration and location of any minimum impact activities, prior to entering the Land to undertake said activities.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

- 2.76 All rock samples undertaken as part of a minimum impact activity must be obtained through hand-held, non-mechanical methods only and must be under 5 kg in weight.
- 2.77 There must be no track cutting or vegetation clearance as part of any minimum impact activity.
- 2.78 The Permit holder must ensure that no minimum impact activity which disturbs the land is conducted at the sides of formed tracks and all disturbed land is restored to a condition consistent with the surrounding environment (so as not to leave an obvious mark on the land).
- 2.79 Prior to undertaking any minimum impact activities that require repeated access, the Permit holder must designate access routes which are to be used for repeat access. Access to such sites shall only be via the designated routes.
- 2.80 The Permit holder must ensure that personnel undertaking sampling are accompanied by a qualified herpetologist or staff trained by a qualified herpetologist to search and identify Archey's and Hochstetter frogs, when sampling in known frog habitats.
- 2.81 The Permit holder must avoid the following when conducting minimum impact activities:
- a. Tramping and disturbing rocks and logs in wet areas beside water channels; and
  - b. Sampling from banks where seepages/side streams adjoin a main stream or within stream headwaters or side seepages (breeding habitat).
- 2.82 The Permit holder when sampling at any sample site must ensure that:
- a. at any site where any surface rocks or stones greater than 8cm across; and where any alive or dead vegetation is lying in, or adjacent to the waterway, the rocks or stones must be carefully moved and the underlying surface checked for the presence of Hochstetter's frogs. If a Hochstetter's frog is found, no sediment sampling can occur within 5m of the frog;
  - b. All leaf litter must be removed from each soil sampling location. If an Archey's or Hochstetter's frog is found under the leaf litter, no samples can be taken within 5m of the frog. The Permit holder must cease the activity immediately and move at least 5 m away before resuming the activity;
  - c. If a frog is accidentally killed, the Permit holder must photograph the frog and inform the Hauraki District Office and then bury the frog on site where found.

### **Department of Conservation staff engagement**

- 2.83 The Manager may require the Permit holder to have on site a Department of Conservation employee, liaison person, agent or contractor appointed by the Manager to oversee any

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

operation or activity on the Land the Manager considers appropriate. The costs of any such person appointed must be met by the Permit holder.

- 2.84 The Permit holder may request the Department in writing to remove and replace any person appointed under Condition 2.83 if the Permit holder can show reasonable grounds for such removal. The Department will make the final decision in respect of the removal of such person or persons.

## **Appendix C: Wharekirauponga Access Arrangement Conditions**

### **Attachment 1 – Wharekirauponga Animal Pest Management Area**

## Appendix C: Wharekirauponga Access Arrangement Conditions

