

From: Daniel Bradfield s9(2)(a)

Sent: Monday, 15 June 2026 4:09 pm

To: Land Exchange <landexchange@doc.govt.nz>

Cc: Dan Coup s9(2)(a); Jane Strachan s9(2)(a) Alexandra Finlay s9(2)(a) Becky Harris s9(2)(a); Richard Bloomfield s9(2)(a); Lee Barry s9(2)(a)

Subject: Belmont Quarry Development (FTA308) - comment on draft report on land exchange proposal - QEII National Trust

Tēnā koe,

QEII National Trust makes the following comments on the draft report on the land exchange proposal for Belmont Quarry.

Management requirements for open space covenant 5-07-755

We note that the Applicant considers the ongoing management and maintenance burden on the Crown for the DOC-Get sites is anticipated to be low, but that given the level of weeds in some parts of the DOC-Get sites, more intensive management will be required.

Part B, clause 7 of the covenant deed clarifies that the Covenantor is required to control weeds and pests in the Covenant Area to the extent required by any statute (the examples given being the Biosecurity Act 1993 and the Wild Animal Control Act 1977).

Part B, clause 4.1 of the covenant deed contains a broader obligation on the Covenantor: “**No act or thing may be done or placed or permitted to be done or remain on the Covenant Area which in the reasonable opinion of the Board materially alters the appearance or condition of the Covenant Area or is prejudicial to the Covenant Area as an area of open space as defined in the Act**” (emphasis added).

This broad obligation also captures weed and pest control. While the Applicant may consider the current management and maintenance burden for the Covenant Area to be low, this may not always be the case, and QEII National Trust may require a different level of management or maintenance in the future (particularly once any pest plant and animal control required to be carried out by the Applicant ceases).

Fencing requirements and instability

We understand that fencing requirements are to be discussed with QEII National Trust. Part B, clause 9 sets out the Covenantor’s fencing obligations. Any fencing will be what is reasonably required to protect the Covenant Area from livestock. These requirements can change when adjacent land use changes, which may include a change in the

specification of fencing required. Maintenance of any fencing must be carried out at the Covenantor's sole cost.

We note that an area of instability between the Firth Block and the quarry pit wall has been identified. We would prefer that any measures taken to prevent people from accessing the unstable area do not result in any further degradation of native vegetation. Further, we would expect that if it were quarrying activities that have caused this instability, that the Applicant would take further measures (in its current capacity as Covenantor) to stabilise that land, rather than simply recommend that people be excluded from accessing it. We propose, if the land exchange is to go ahead, that this is attended to prior to the exchange in order to reduce any further management burden being imposed on a future Covenantor.

Finally, we note that the Applicant's proposed draft pre-condition (4) would require installation of 60 metres of fencing set back six metres from the Firth Block pit face (in the location shown on Drawing W15069_Land_Exchange_Concept Boffa Miskell 1 December 2025). We understand fencing needs to be installed in practical places. However, the western boundary of the Firth Block (Area B of the Covenant Area) appears to already closely align with the Firth Block pit face.

It appears installing fencing set back six metres from the Firth Block pit face would leave part of the Covenant Area exposed, and risks an assumption being made on the ground that anything outside the fence line is not part of the Covenant Area.

We propose, if fencing is to be required on this boundary of the Firth Block, that it is required to be constructed as close to the boundary of the Covenant Area as is reasonably practicable.

Subdivision

Part A, clause 2.1.4 of the covenant deed notes that an objective of the open space covenant is to prevent subdivision (within the meaning of the Resource Management Act 1991 or any other equivalent replacement legislation) of the Covenant Area. The covenant deed was originally registered over two records of title (WN31B/39 and WN31D/969).

QEII National Trust would prefer that the Covenant Area be held within one record of title, and we respectfully request that the Minister (or their delegate) take this into consideration when reviewing any survey plan prepared by the Applicant. However, the objective in Part A, clause 2.1.4 is still met if the Covenant Area remains split over two records of title following any land exchange.

Nāku noa, nā,

Daniel



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