

Started on 3 December 2025 at 10:08am | Completed on 3 December 2025 at 10:50am

## Form 6

### Further submission in support of, or in opposition to, submission/s on the notified Proposed Kaipara District Plan

*Clause 8 of Schedule 1, Resource Management Act 1991*

This is a further submission that is either **in support of** or **in opposition to** a submission already received by Kaipara District Council on all topics except for the topic of Light in the Proposed Kaipara District Plan.

No new submission points can be made.

The topic of Light was notified for further submissions on 21 October 2025 prior to all other topics due to the hearing for Light being confirmed for December 2025.

- This Form 6 is available for further submissions on all Proposed Kaipara District Plan topics except for Light. The topic of Light was notified for Further Submissions between 21 October 2025 and 4 November 2025 as a hearing for this topic is being held in December 2025.
- **PRIVACY ACT NOTE:** Please note that all information provided in your further submission is considered public under the Local Government Official Information and Meetings Act 1987 and may be published to progress the process for the Proposed Kaipara District Plan and may be made publicly available.
- I understand that information provided in my submission may be published. \*  
1A
  - Yes
  - No
- **Use this page to provide your contact details and indicate your preferences regarding hearings.**

- Please provide your details: \*

2A

**Your  
initial/s  
and last  
name**

Mina Henare

**Your  
postal  
address  
(including  
Post  
Code)**

43 Ngatoto Road, Tinopai 0593

**Contact  
phone  
number**

0212313469

- Enter your email address:

2B

minahenare2@gmail.com

- Do you have an agent who is acting on your behalf?

2C

- Yes  
 No

- We prefer to contact you by email, as it's faster and more reliable than post.  
2E However, we're happy to use whichever method suits you best — please select your preferred contact method below: \*

- Email  
 Postal

- I am (select one of the following options): \*

2G

- a person representing a relevant aspect of the public interest  
 a person who has an interest in the proposal that is greater than the interest the general public has  
 the local authority for the relevant area

- You must specify the grounds for saying that you come within this category (see 2H examples below if you need assistance): \*

I am kaitiaki and director of Tinopai RMU Limited trading as Tinopai Resource Management Unit a mana whenua led not for profit organisation.

- *For example: Any person representing a relevant aspect of the public interest would likely include public interest environmental groups*

OR

*Any person that has an interest in the proposed policy statement or plan greater than the interest that the general public has is likely to include owners of land and users of resources directly affected by plan provisions. It is also likely to include iwi and hapu where their interests are directly affected*

- I wish to be heard in support of my further submission \*

2I

- Yes
- No

- If others make a similar further submission, I will consider presenting a joint case with them at the hearing \*

2J

- Yes
- No

- Council planners have summarised all original submissions and each original submission has a unique reference number, listed below in the Summary of Submissions link below - original submitters may have lodged more than one submission - ensure you carefully enter the correct submission details when you get to the Submission questions!.
  - See all of the summarised original submissions here: [Summary of Submissions](#)
  - You can access the entire list of Original Submissions here: [Original Submissions](#)
  - Original submitter contact details can be found here: [Submitter Contact Details](#)

**All of the above documents will open in a new window on your computer, you can also download and save them all if you wish.**

- **Instructions:**

1. Enter the **Original Submitter's Name** and the **Submission Point Number** you are further submitting on.  
*Ensure accuracy—incorrect details may result in your submission being rejected.*
2. After completing questions 3B–3E, you can add up to **19 more further submissions** on this form.
3. If you need to make more than 20 further submissions, **start a new form.**

- Enter the name of the person or organisation who made the original submission that you are further submitting on: \*

3A

Gary Serjeant

- Enter the exact submission point number that you are further submitting on  
3B (incorrect numbers may cause your submission to be rejected):

FS16.1

58.1

- I support/oppose (tick applicable) the original submission of the submitter: \*  
3C
  - I support this original submission point of the submitter named above
  - I oppose this original submission point of the submitter named above

- **Clearly explain below why you support or oppose the original submission point:**

1. Keep your explanation **brief** and ensure you give clear reasons for why you are supporting or opposing the original submission.
2. If you would like to upload any documentation to support your submission - you can do this in the next question.
3. **Important:** Do **not** introduce new submission points - only enter your reasons for supporting or opposing the original submission point.

- The reasons for my support/opposition are: \*  
3D

I oppose the request by Mr Gary Serjeant to rezone his property at Te Kaokao Wetlands (Area K) to Rural Lifestyle Zone. This property is not an ordinary rural block—it is a covenanted Level 1 wetland, protected by a Deed of Covenant with the Kaipara District Council, and sits within the Coastal Marine Area, making it highly sensitive and unsuitable for further intensification. Mr Serjeant has repeatedly breached the wetland covenant, causing extensive damage to the ecosystem. Evidence held by KDC and NRC, and previously submitted by Tinopai RMU, documents that Mr Serjeant bulldozed approximately 900 m<sup>2</sup> of the wetland, pushed slash into the saltmarsh, undertook unauthorised excavations with heavy machinery over a 5-week period, and felled pine trees in the Coastal Marine Area without resource consent—contravening both the RMA and the Climate Change Response Act . In 2018 and 2019, we documented significant ongoing erosion and hydrological failure directly caused by these actions, resulting in the loss of an estimated 30% of the lower wetland, sediment discharge into the Kaipara Harbour, and the destruction of habitat used by threatened species such as the New Zealand dotterel . Mr Serjeant’s current dwelling sits within the restricted 80m zone from the wetland and also has no building consent and no resource consent, demonstrating a sustained disregard for legal

requirements. The pattern over several years leaves no confidence that he is capable of protecting a nationally important wetland. Rezoning to Rural Lifestyle would increase development pressure and risk irreversible ecological loss. The appropriate response is not up-zoning, but requiring full restoration, replanting, and fencing, consistent with the covenant and the Regional Policy Statement, before any future planning changes can even be contemplated.

- Do you have any attachments that relate directly to your Further Submission that you would like to upload? \*  
3E
  - Yes
  - No
  
- Upload the file/s you wish to attach here:  
3F
  - [G Serjeant Deed of Covenant conv.docx](#)
  - [11.6.19 LT NRC Re Further Destruction of Te Kaokao Wetland conv.docx](#)
  - [Serjeant Bach Position - BOUNDARY RIDER SURVEYS LTD.pdf](#)
  
- Do you have another further submission to make? \*  
3G
  - Yes
  - No

## • Thank You for Your Submission

This is confirmation that your further submission has been successfully received and it will be forwarded to the District Planning Team for analysis. If there are any queries on your further submission, we will contact you either via email or telephone.



### **Next Steps (Legal Requirement)**

- You must serve a copy of your further submission on the original submitter **within 5 working days** of submitting it to the Council.
- This is **your responsibility**.
- Download contact details of original submitters here: [Submitter Contact List](#)

### **Additional Information:**

- If you submitted electronically, **no signature is required**.
- A copy of your submission will be emailed to you shortly.
  - If you don't receive it within a few minutes, check your **spam/junk/updates folders**.
- If you nominated an agent for correspondence, they will also receive a copy.

# TINOPAI RMU LIMITED

SUPPORTED BY WAI AOTEA MARAE, WAI OHOU MARAE AND  
NGATAI WHAKARONGORUA MARAE

39 Ngatoto Road  
R D 1  
Matakohe 0593  
Northland

[Minahenare2@gmail.com](mailto:Minahenare2@gmail.com)  
[mirumikaera@gmail.com](mailto:mirumikaera@gmail.com)

11 June 2019

TO:

Malcolm Nicholson  
Chief Executive Officer  
Northern Regional Council  
Via email: [malcolmn@nrc.govt.nz](mailto:malcolmn@nrc.govt.nz)

Lisa Forester  
Biodiversity Manager  
Northern Regional Council  
[lisaf@nrc.govt.nz](mailto:lisaf@nrc.govt.nz)

Louise Miller  
Chief Executive Officer  
Kaipara District Council  
Via email: [lmiller@kaipara.govt.nz](mailto:lmiller@kaipara.govt.nz)

Jason Smith  
Mayor  
Kaipara District Council  
[jsmith@kaipara.govt.nz](mailto:jsmith@kaipara.govt.nz)

Fran Mikulicich  
General Manager  
Kaipara District Council  
Via email: [fmikulicich@kaipara.govt.nz](mailto:fmikulicich@kaipara.govt.nz)

George Lewis  
Monitoring  
Kaipara District Council  
[GLewis@Kaipara.govt.nz](mailto:GLewis@Kaipara.govt.nz)

Stephen Brown  
Manager  
Environs Limited  
Via email: [sbrown@uriohau.co.nz](mailto:sbrown@uriohau.co.nz)

**RE: TE KAOKAO WETLANDS (AREAS K AND L), NGATOTO ROAD, TINOPAI -  
FURTHER DESTRUCTION BY LANDOWNERS**

**Te Kaokao Wetlands Volunteer Watch Group** – Complaints have been received from several residents in the area that Mr Serjeant, owner of Lot 1 Area K, has once again destroyed Te Kaokao Wetland, a wetland subject to a Deed of Covenant between Mr Serjeant and KDC. The Group report that Mr Serjeant has had a digger on and off over 5 weeks, one of those weeks the digger was in the salt marsh, pushing pine slash into the saltmarsh. **Refer photos 10.6.19 Felling Pines in Saltmarsh attached to this email.** Mr Serjeant has already been warned by KDC to obtain Resource Consent prior to any further encroachments into the Wetland. He has felled pine trees in the Coastal Marine Area/Wetland without Resource Consent and in contravention of the S195(2) of the Climate Change Response Act covenant over his title. This is the 3<sup>rd</sup> notification of Mr Serjeant's breaches of the RMA to NRC and KDC. For the benefit of parties new to this issue, we attach the history of Te Kaokao Wetlands and TRMU dealings with NRC and KDC. Mr Serjeant's land has NO ACCESS to the beach but has consistently breached the covenants by carving out access through the wetland in conjunction with Mr & Mrs Jukes (See Destruction Map below).

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**Further clearance of mangrove removal** – Refer photos 10.6.19 Mangrove Removal (Also see Destruction Map below). The mangrove removal has been reported twice previously to KDC, both times incrementally removing mangroves; there is evidence that the mangrove has been cleared again without Resource Consent. KDC confirmed at our first complaint that the mangrove removal was done by Mr Serjeant. KDC's last communication in response to our complaint was that, it the same place as your last complaint – nothing was done at our first complaint, nothing was done about our second complaint. This is our third complaint. We reiterate, Mr Serjeant has breached the Resource Management Act, the Kaipara District Land Covenant and the Northland Regional Council Rules regarding mangrove removal in Wetlands.

**Tinopai Resource Management Unit – Jukes Property 58 Ngatoto Road, Lot 77 DP 16979 Blocks VII and XI Hukatere SD comprised in Certificate of Title 699/259** – Mikaera was alerted by his nephew that there was a lot of work going on in the wetland (See Destruction Map below). Mikaera approached Karl Jukes about the wetland destruction and Karl confirmed that he had done the work and he was putting his own walkway around his property. Mikaera advised him that what he was doing was illegal and that wetlands were protected. The poles they are using are treated pine posts. Refer photos 10.6.19 Jukes Destruction. It was clear from the conversation with the Jukes that they have not obtained Resource Consent for this activity, they were of the opinion that NRC staff member said it was a permitted activity, however they could not name that staff member. Furthermore, the Jukes already have access through to the beach via an established walkway that existed prior to their ownership (Photo Jukes original access to beach) so this destruction is either a folly or they are working with Gary Serjeant to provide his property with beach access through the wetland.

## **Tim Jenyns Digger Contractor**

This is the second time we have received reports from the community that Mr Jenyns is willing to enter into wetlands and help landowners destroy them. Surely this warrants that a warning letter be sent to Mr Jenyns.

## **Remediation - Serjeant**

TRMU request Kaipara Council to enforce the covenants in the Deed by erecting a fence around the wetland cutting off access by Serjeant to the beach through the wetland. This was the request we made to KDC in early 2017, if the covenanted area was fenced, the destruction would have been prevented. Furthermore, Mr Serjeant has an illegal building too close to the wetland and/or the coastal marine area (25m from tideline). We request that Mr Serjeant be required to obtain a Resource Consent for this building and his earthworks. An ecological assessment of the entire Parry Road/Te Kaokao wetland (2.5km in length) is also required.

The Deed of Covenant refers:

Clause 6.2 – ***“Any officer or authorised agent of the Council may obtain access onto the land to examine and record the condition of the covenant area or to carry out protection or maintenance work on the Covenant Area consistent with the objectives set out in this covenant. Before doing so, the Council or its officer or agent is to consult with the Owner”***

Clause 3 of Schedule 2 Covenants – ***“The Owner must erect and maintain fencing in stock proof condition around the boundary of the covenant area as is necessary to prevent entry to the covenant area...”***

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## Remediation – Jukes

As previously advised, we believe the Jukes have been swayed by Mr Serjeant to erect the walkway – just because of its position and the fact that they already have access to that area. The Jukes should be contacted immediately, made to cease all works and apply for Resource Consent. TRMU request that the treated pine poles be removed immediately.

## Summary

Northern Regional Council and Kaipara District Council have a legal obligation to uphold the Resource Management Act 1991. Mr Serjeant has continuously breached the Resource Management Act since his purchase in 2017. Despite TRMU, tangata whenua and Tinopai Community continuing pleas for Council to stop the destruction, they continue to take Mr Serjeant's side and ignore the complaints. Because of this Mr Serjeant is now of the opinion that he won't be bothered by Council again [his words] and has therefore proceeded to destroy the wetland without reservation. His actions have resulted in:

- i. the displacement of more than 200 tonne of sand from what was the only sandy beach in Tinopai;
- ii. sand covered oyster beds up river on the Maori land block;
- iii. siltation of pipi and cockle beds;
- iv. continuing erosion at the mouth of Te Kaokao wetland;
- v. clearance of 900 sq.m. of wetland;
- vi. sunk a digger in the wetland;
- vii. pushed pine slash into the wetland;
- viii. built within 25m of the wetland – there is no quiet enjoyment for the wetland;
- ix. moved more than 5000 sq.m. in a Coastal Marine Area

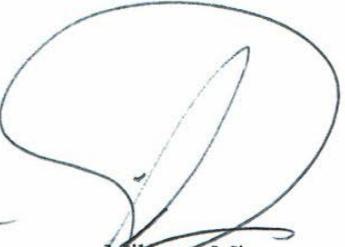
**- ALL WITHOUT RESOURCE CONSENT -**

Surely, something must be done to stop Mr Serjeant from completely destroying the Kaokao Wetland and the beach.

We look forward to your urgent responses.

Nga mihi

  
Mina Henare-Toka  
Kaitiaki  
Tinopai Resource Management Unit

  
Mikaera Miru  
Kaitiaki  
Tinopai Resource Management Unit

# TINOPAI RMU LIMITED

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## TE KAOKAO WETLAND DESTRUCTION



-  - Te Kaokao Wetland/Coastal Marine Area
-  - Mangrove Removal
-  - Treated Pine Posts (Walkway)
-  - Felled Pines
-  - Jukes Original and Existing Access through wetlands

# TINOPAI RMU LIMITED

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## History

In November 2015 Northern Regional Council (Pete Graham) held a meeting at Tinopai Hall to set up a Volunteers Group to protect the wetland known as Parry Road which is rated by the DOC Otamatea Ecological District Report as a Level 1 wetland (QO8/215 - 216). The flora and fauna comprised within the wetland is referred to Threatened At Risk. NRC requested help protecting the Wetland, now known as Te Kaokao Wetland, as the species in the wetland will be at risk of extinction at the next tree felling if the wetland was not fenced and protected. A result of the meeting was the formation of the Tinopai Community Wetland Volunteer Group to protect Te Kaokao Wetland with 64 registered volunteers.

In March 2016 NRC and TRMU obtained consent from the landowner, Liangren Li ("Mr Li"), to fence, replant, regenerate and maintain the wetland contained on Lots 1 and 2, Areas K and L DP 481468 supported by Living Water which comprise of Department of Conservation and Fonterra Limited. TRMU's request for further support from NRC to protect Te Kaokao has been fruitless.

Mr Li sold Lot 1 Area K to Mr Serjeant circa May 2017, Mr Serjeant started landscaping with a digger in April 2017 – prior to his purchase. Mr Li sold the property undeveloped. Mr Serjeant cleared 900 sq.m. of wetland in April 2017. TRMU have made complaints regarding the destruction of Te Kaokao wetland as follows:

- 7.4.17 – Lot 1 owner has bulldozed Te Kaokao wetland;
- 4.5.17 – Lot 1 matter included in schedule of infractions sent to KDC;
- 17.7.17 – Site visit with NRC illegal clearance of 900 sq. m. of wetland;
- 22.2.18 – Dogs and Holidaymakers on Lot 1 Area K are using wetland as access to beach;
- 4.7.18 – Further destruction of wetland, sand displacement and erosion;
- 16.7.18 – Illegal Earthworks
- 10.8.18 – Site visit with NRC and KDC re mangrove removal and wetland clearance;
- 13.8.18 – Meeting with NRC Management raising the issues
- 16.8.18 – Illegal clearance of Mangrove to provide access to Serjeant property;
- 22.8.18 – Save the Wetlands
- 7.12.18 – Further Illegal clearance of Mangroves;
- 20.2.19 – Illegal bach is not within the confines of the building platforms under S221 Certificate;
- 6.5.19 – Raised at a meeting with KDC and Environs;

DATED

25th January

2016

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LIANG REN LI  
Owner

KAIPARA DISTRICT COUNCIL  
Council

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CONSERVATION COVENANT

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**DAWSONS**

Lawyers & Notaries  
PO Box 38-143, Howick  
DX EP84011, Botany Downs  
Ph: 09 272 0002 Fax: 09 272 0001



**2. COVENANTS**

- 2.1 As from the date of registration of this deed, the Owner covenants under section 77 of the Reserves Act 1977 that it will at the Owner's cost and to the Council's reasonable satisfaction comply with the covenants set out in the Schedule, affecting the Covenant Area.

**3. COUNCIL'S ACCEPTANCE**

- 3.1 The Council accepts the terms of this covenant, but without limiting any other rights or powers which the Council may have under any statute, bylaw or regulation except as expressly provided in this deed.
- 3.2 The Owner's liability under this deed will not be affected by any delay, extension of time or waiver by the Council, or by the Council failing to enforce any of the covenants.

**4. BINDING ON SUCCESSORS**

- 4.1 This covenant has effect in perpetuity and binds the Owner's successors in title as registered proprietors of the Land, but not so as to make the Owner personally liable for any breach of covenant committed after the Owner has parted with all interest in the Land.
- 4.2 A covenant by two or more persons binds those persons jointly and severally.

**5. ADDITIONAL WORK**

- 5.1 The Council or Covenantor may at any time during the term of this covenant by mutual agreement, carry out any work or improvements, or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the Covenant Area PROVIDED HOWEVER such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the introduction to this covenant.

D.M. G.

## 6. GENERAL

- 6.1 The Owner is to pay the Council's reasonable legal costs in the preparation and execution of this covenant and any release or modification of it.
- 6.2 Any officer or authorised agent of the Council may obtain access onto the Land to examine and record the condition of the Covenant Area or to carry out protection or maintenance work on the Covenant Area consistent with the objectives set out in this covenant. Before doing so, the Council or its officer or agent is to consult with the Owner.
- 6.3 Any consent, approval, authorisation or notice to be given by the Council may be given in writing signed by an officer of the Council holding delegated authority to do so, and may be sent by post or facsimile to the Owner's last known address or to the Owner's agent.

## EXECUTION

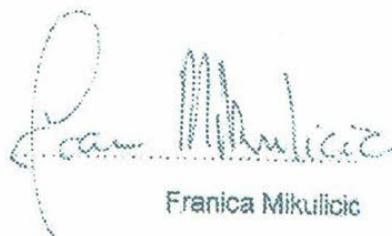
SIGNED by the said LIANG REN LI in the presence of:

  
 Signature of witness  
 WILLIAM A. ENDSEAN  
 Banker & Solicitor  
 Occupation  
 DAWSONS  
 371 TIRANAU DRIVE  
 EAST TAMAKI  
 Address

  
 \_\_\_\_\_

SIGNED by the said KAIPARA DISTRICT COUNCIL by its authorised signatory in the presence of:

  
 Signature of witness  
 Regulatory Officer  
 Occupation  
 KDC Management  
 Address

  
 Franica Mikulicic

**SCHEDULE 1**

**LAND**

Lot 1 Deposited Plan 481468 contained in CT reference 675128 in respect of Covenant Area K

Lot 2 Deposited Plan 481468 contained in CT reference 675129 in respect of Covenant Area L

*R.M. G*

## SCHEDULE 2

### COVENANTS

1. To ensure the ongoing protection of the Covenant Area, the Owner must manage the Covenant Area with the purpose of:
  - (a) protecting and enlarging its ecological value;
  - (b) eradicating feral cats, rabbits, deer, goats and possums;
  - (c) eradicating noxious weeds, exotics and environmental plant pests;
  - (d) providing a suitable habitat for bird life;
  - (e) encouraging plants that are a food source to bird life; and
  - (f) encouraging the natural regeneration of native vegetation.
2. The Owner must not without the Council's prior written consent allow any of the following to occur or be on the Covenant Area:
  - (a) any domestic cats or dogs or grazing animals;
  - (b) any building, structure or hoarding;
  - (c) any excavation;
  - (d) the pumping of any ground water;
  - (f) the planting or sowing of any exotic species;
  - (g) the removal of any vegetation except for invasive and/or woody weeds;
  - (h) the entry by the general public; or
  - (i) the accumulation of rubbish or other unsightly or offensive material.
3. The Owner must erect and maintain fencing in stock proof condition around the boundary of the Covenant Area as is necessary to prevent entry to the Covenant Area by grazing animals, but not closer to the bush than the drip-line of the outermost trees. The standard of that fencing is to be a 7-wire fence with posts no more than five metres apart and with a

*Handwritten signature/initials*

minimum of five battens between each post and otherwise is to be as defined in paragraph 7 of the second schedule to the Fencing Act 1978.

4. The Owner must undertake animal pest control measures in accordance with the local operative pest management strategy.
5. The Owner may not grant any easements or concessions in respect of the Covenant Area.
6. The Owner shall undertake plant pest control measures to ensure plant pests do not prevent or significantly impair the growth of native seedlings, and shall seek to ensure that plant pest control measures do not adversely affect native species.
7. The Owner shall not light nor permit to be lit any fire within the Conservation Area or on any adjacent land owned or occupied by the Covenantor or under the Covenantor's control when there may be a risk of fire spreading into the Conservation Area.
8. The Owner may not do anything or allow anything to occur or to remain on the Covenant Area which in the Council's opinion is prejudicial to the aim and purpose of this Conservation Covenant.

17  
M.M.

<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	08 Jul 2016 12:17
<b>Lodged By</b>	Hinchco, Linda Susan
<b>Instrument Type</b>	Covenant (All types except Land covenants)

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<b>Affected Computer Registers</b>	<b>Land District</b>
675128	North Auckland
675129	North Auckland

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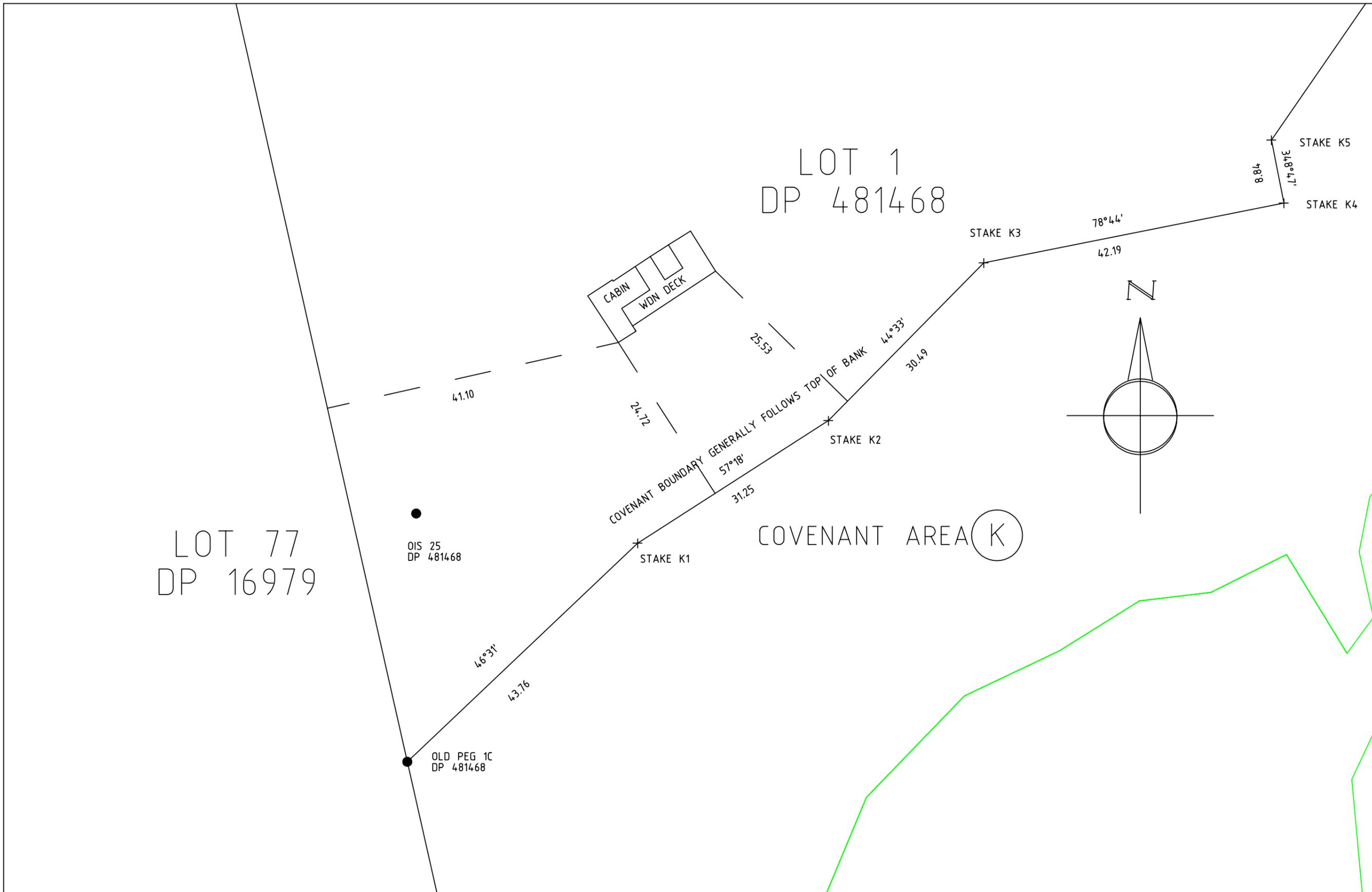
**Annexure Schedule:** Contains 7 Pages.

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**Signature**

Signed by William Arthur Endean as Grantor/Grantee Representative on 07/07/2016 12:19 PM

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



Scale 1:500

SITE PLAN COVENANT BOUNDARY TINOPAI

Reference: GARY SEARJEANT