



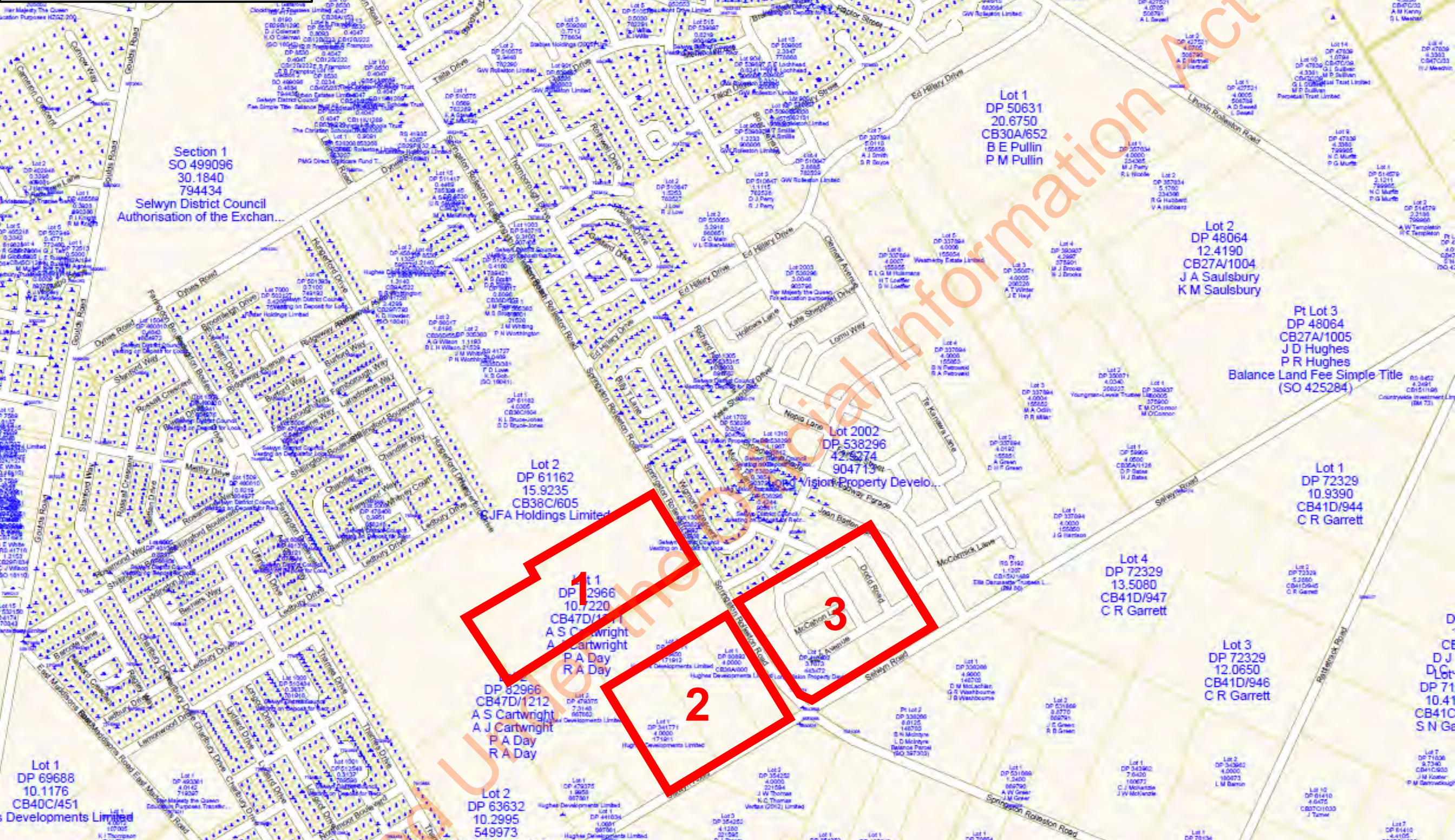
MOE Rolleston South – Secondary School

Ref	Address	Legal Description	Record of Title	Area	Owner
1	Springston Rolleston Road	Lot 1 DP 82966	CB47D/1211	10.72ha	A & A Cartwright and P & R Day
2	417 Springston Rolleston Road, 694-700 Selwyn Road (South East Faringdon)	Lot 1 DP 60892, Lot 1-2 DP 341771	CB36A/800, 171911 and 171912	10.26ha	Hughes Developments Limited
3	614 Selwyn Road and Springston Rolleston Road (Acland Park)	Lot 1 DP 411402 and Lot 3000 DP 544404	443472 & 924541	8-10ha	Long Vision Property Development Limited

DRAFT



Property Plan



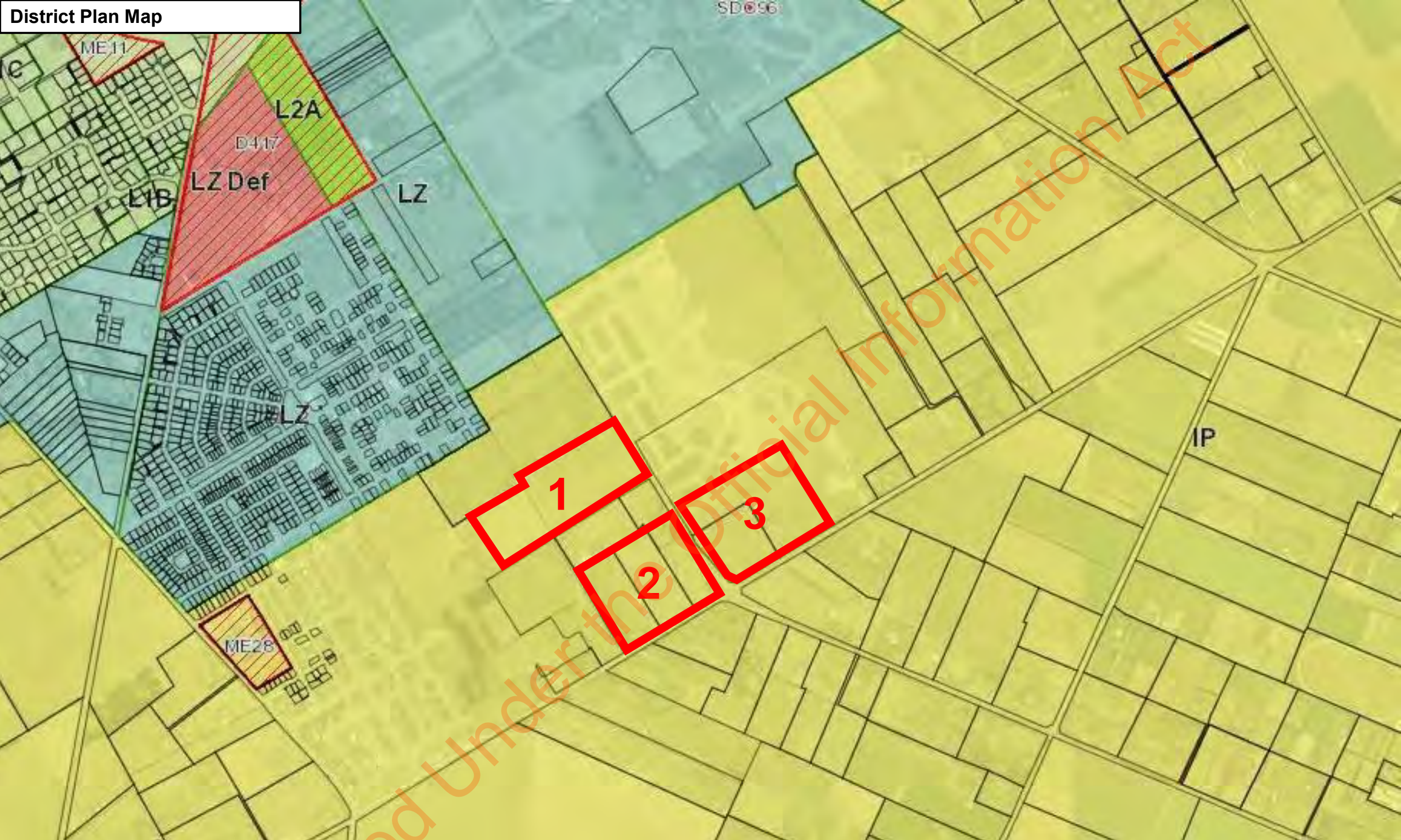
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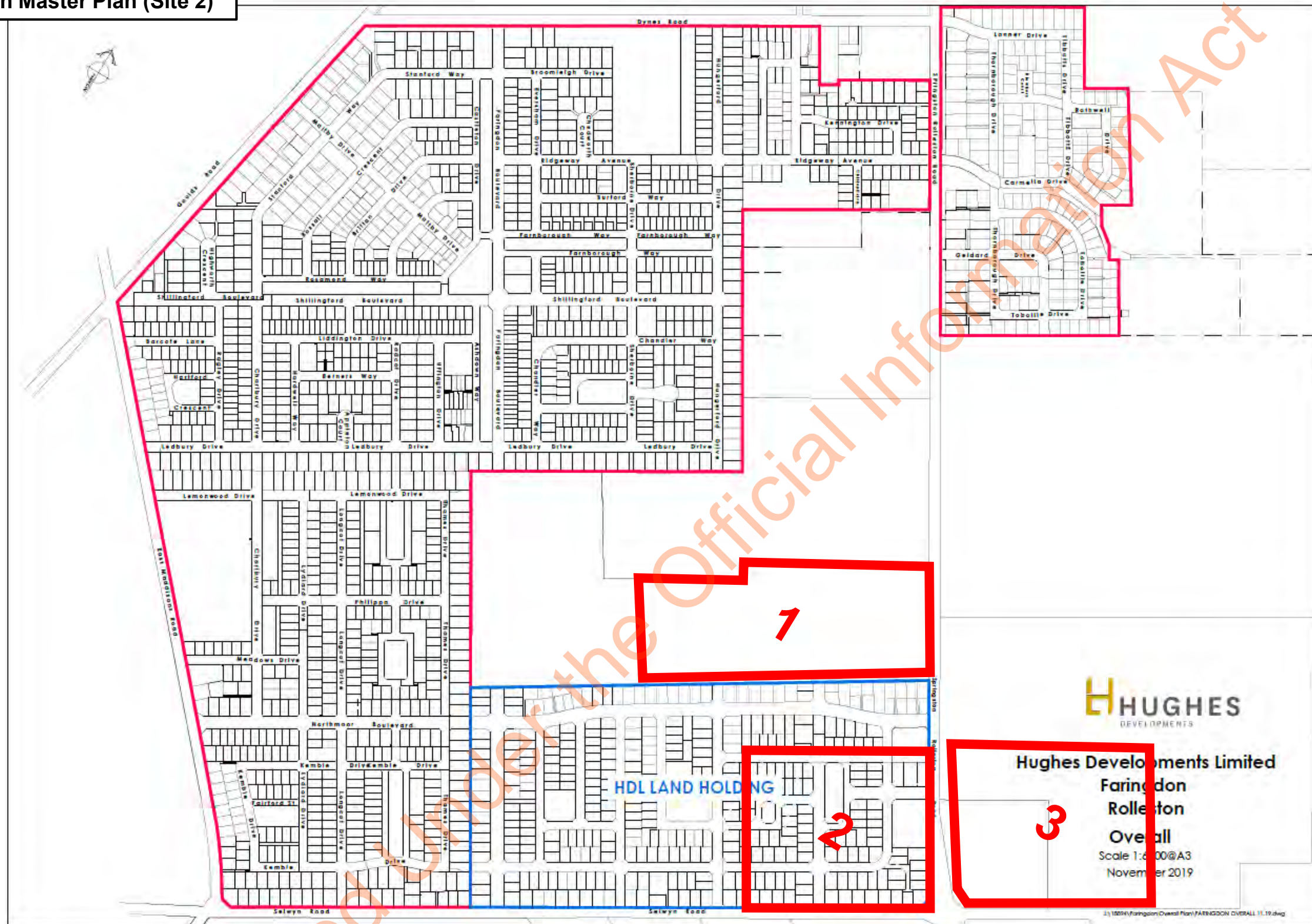


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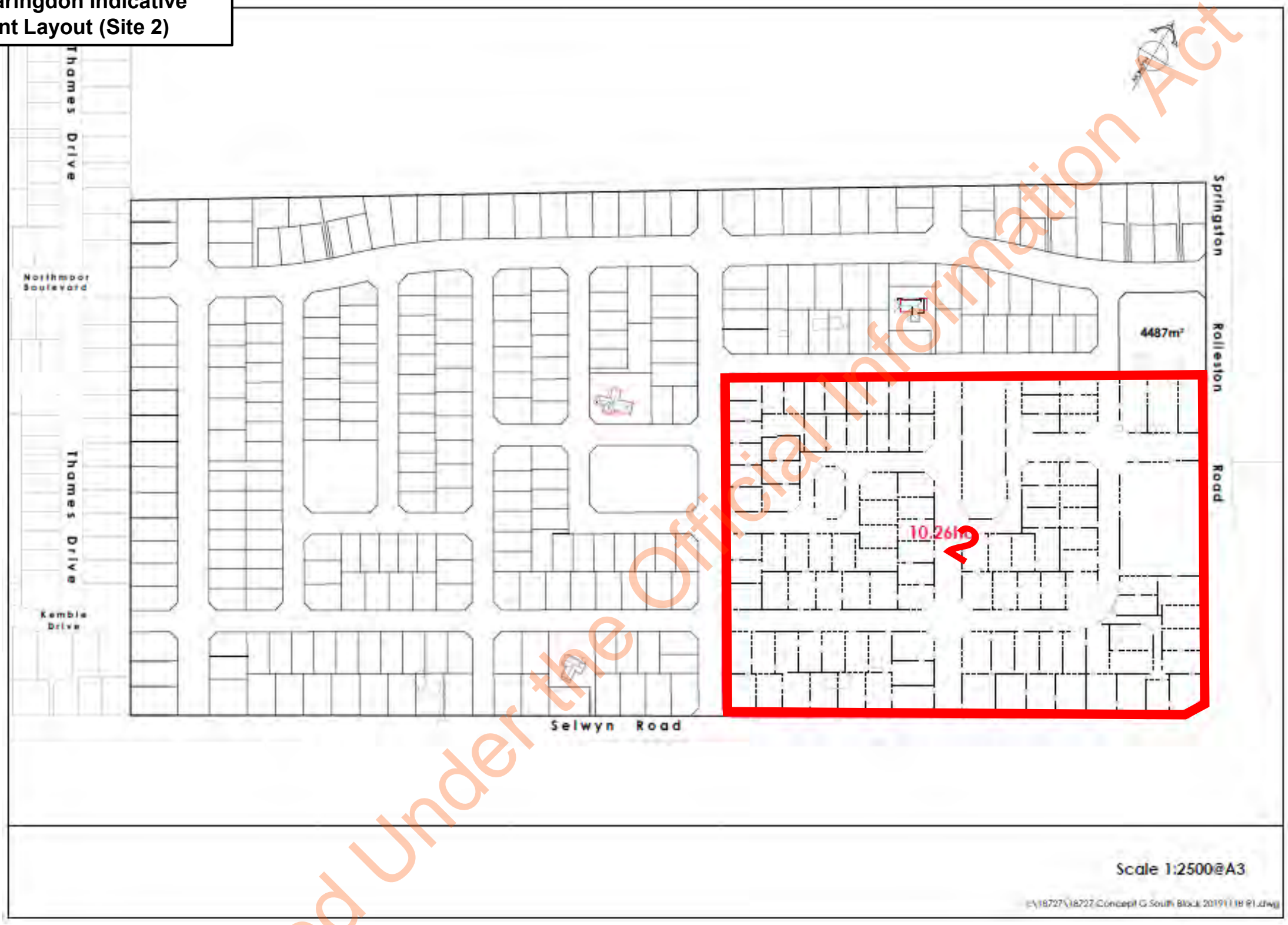


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Rolleston South High School Site Selection

Ministry of Education



Released Under the Official Information Act

Rolleston South High School Site Selection

Ministry of Education

Quality Assurance Information

Prepared for: Ministry of Education
Job Number: TPGL-J005
Prepared by: Wendy Wee, Senior Transportation Engineer
Reviewed by: Penny Gray, Principal Transportation Engineer

Date issued	Status	Approved by
		Name
10 September 2020	Draft	Jeanette Ward
10 September 2020	Final	Jeanette Ward

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Executive Summary

The Ministry of Education (MoE) commissioned Abley Ltd to investigate sites for establishing a new high school in Rolleston South. A total of three sites were initially investigated, of which two have been identified for further evaluation. These two sites are in the same area with one located on the north-western corner of the Selwyn Road/ Springston Rolleston Road intersection while the other is located on the north-eastern corner of the Selwyn Road/ Springston Rolleston Road intersection.

The site transport assessments are based on a maximum school roll of 1,000 students and are broadly aligned with the transport associated elements of the MoE's 'Methodology for New School Site Evaluation'. A second scenario of 1,800 students was commented on in **Section 3** Trip Generation.

There are two transport related criteria in the MoE's Stage Two Site Evaluation: road frontage and transport network. The scores assigned to each option through this assessment are shown in the table below. The scores are based on 5 being the highest where a site meets or exceeds the criterion and 0 being the lowest where a site fails the criterion. The scores for both sites are the same due to the location of these sites being opposite to each other. It is noted that Site 3 could be better serviced for walking and cycling than Site 2 in the short term, as the existing shared path on the east side of Springston Rolleston Road could be extended and Acland Park is well developed to the north of the site. However, both sites would require a pedestrian/cycle crossing on Springston Rolleston Road given the residential catchment on both sides of this key road. It is not anticipated that a crossing would be required on Selwyn Road.

Options Scoring

Site Option	Road Frontage (Access flexibility)	Transport Network (Level of servicing)
Site 2 – north-western corner of Selwyn Road/ Springston-Rolleston Road intersection	Score = 3	Score = 3
Site 3 - north-eastern corner of Selwyn Road/ Springston-Rolleston Road intersection	Score = 3	Score = 3

Some points for consideration that apply to both sites are:

- Both Springston Rolleston Road and Selwyn Road are planned to be District Arterials in the future. This would indicate that they will cater for higher volumes of traffic than lower classification roads. The proposed trip generation of both school roll scenarios will likely be able to be accommodated on these roads. However, the extra trips associated with both scenarios could impact capacity and safety of the Springston Rolleston Road and Selwyn Road intersection and any future intersections within the school site, this would require further investigation.
- The adjacent internal subdivision roading network is preferable to having parking and servicing off Springston Rolleston Road or Selwyn Road. It has been assumed that the roads in both subdivisions can be designed around the future school site.
- Allowances for parking and servicing would be required to be provided on site. This includes loading bays, dental buses (if required) and accessible parking. Parking for buses could be indented bus bays within the road reserve of the internal roads if feasible.

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1. Introduction

1.1 Background

The Ministry of Education (MoE) commissioned Abley Ltd to investigate alternative sites for establishing a new high school in Rolleston South. A total of three sites were initially investigated, of which two have been identified for further evaluation. These two sites are the subject of this report and are listed below:

- Site 2: north-western corner of the Selwyn Road/ Springston Rolleston Road intersection
- Site 3: north-eastern corner of the Selwyn Road/ Springston Rolleston Road intersection

The site transport assessments are based on a maximum school roll of 1,000 students and are broadly aligned with the transport associated elements of the MoE's 'Methodology for New School Site Evaluation'^[1]

1.2 Reference Material

A site visit was undertaken on 10 August 2020 to inform the assessment.

The following documents were reviewed and referenced in the assessment:

- Selwyn District Plan 2016
- Rolleston Structure Plan 2009

1.3 Ministry of Education Scoring System

There are two transport related criteria in the Ministry of Education Stage Two Site Evaluation: **road frontage** and **transport network**.

- 'Road frontage' is related to the number of road frontages and the level of flexibility on where the access can be located.
- 'Transport network' is based on the level of servicing for the various modes that need to access the school.

The scoring is based on 5 being the highest where a site meets or exceeds the criterion and 0 being the lowest where a site fails the criterion. There is no detailed guidance on allocation of the transport related scores therefore the scoring has been based on professional judgement following consideration of the site assessments.

The assessment is generally high-level and based on a number of assumptions the key one being that an internal road layout (within the respective subdivisions) can be provided for both sites. If new internal subdivision roads cannot be provided for access to the school then the scoring in this report would change.

1.4 Site Locations

Both sites under consideration are located in Rolleston South. Site 2 is located on the north-western corner of the Selwyn Road/Springston Rolleston Road and Site 3 is located on the north-eastern corner of the Selwyn Road/Springston Rolleston Road intersection. The location of both sites in the context of the Selwyn District Plan zoning is shown in **Figure 1.1**.

^[1] Methodology for New School Site Evaluation (Metho.doc Ver 6c July17 Ministry of Education)

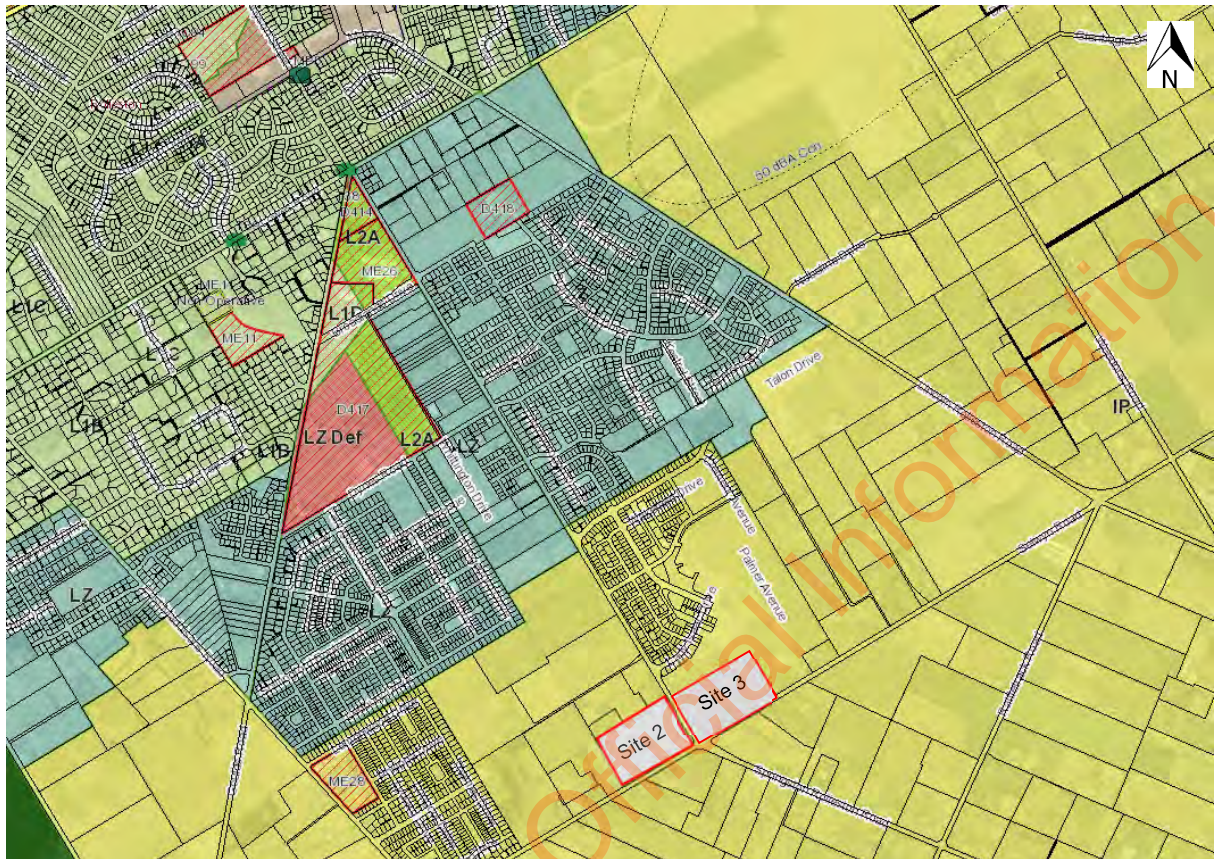


Figure 1.1 Site location in context of the Selwyn District Plan zoning

Both sites are located within the Rural Inner Plains zone under the operative Selwyn District Plan and within the urban limit of the Rolleston Structure Plan.

Site 2 is subject to a Private Plan Change application to rezone the land from rural to residential which was submitted to the Selwyn District Council in December 2019. The Private Plan Change is yet to be formally accepted by Council or notified for public submission.

Site 3 falls within the Acland Park residential subdivision managed by Avanda Group. Acland Park is being developed in a staged approach, with the northern portion of the development completed. Avanda anticipate development works to progress to the southern portion of the site, where Site 3 is located, by 2021/2022.

Both sites have frontage onto Selwyn Road and Springston Rolleston Road and are on generally flat topography. Site 2 is currently used for rural lifestyle purposes while Site 3 is located within the wider Acland Park development where subdivision works are occurring.

2. Transport Environment

2.1 Existing Network

There are two existing roads in the study area, Selwyn Road and Springston Rolleston Road. Site 2 and 3 both have frontage to these two roads.

Springston Rolleston Road

The Selwyn District Plan classifies Springston Rolleston Road as an Arterial. Springston Rolleston Road forms a key part of the roading network, connecting Rolleston town centre to Lincoln town centre. It runs between Lowes Road in the north and Shands Road in the south.

Adjacent to both Site 2 and 3, the speed limit on Springston Rolleston Road is 80km/h. The speed limit on Springston Rolleston Road changes to 100km/h just south of the Selwyn Road intersection. North of Site 2 and 3 the speed limit reduces to 60km/hr which corresponds with the residential development along this road.

Springston Rolleston Road adjacent to both Site 2 and 3 presents like a rural road with no footpaths, no dedicated on-road cycle facilities, no kerb and channel, no lighting and wide grass berms on both sides as shown in **Figure 2.1**.



Figure 2.1 Springston Rolleston Road

However, it is anticipated that when the Acland Park subdivision is completed the cross section of Springston Rolleston Road will change on the eastern side (Site 3) to include an extension of the 2.3m wide shared path provided on the eastern side of Springston Rolleston Road as shown in **Figure 2.2**. It is also anticipated that the lighting on this side would continue.



Figure 2.2 Springston Rolleston Road (adjacent to Acland Park subdivision)

In August 2018, the average weekday traffic volume on Springston Rolleston Road between Dynes Road and Selwyn Road was approximately 3,500 vehicles. An average weekday two-way traffic volume of 270 to 300 vehicles per hour was recorded between 8am and 9am and between 3pm and 4pm. A crash analysis has not been undertaken for this road however, under the Waka Kotahi NZ Transport Agency's Safer Journeys Risk Assessment Tool this road has a medium-low collective risk and personal risk. This means that this road is not identified as having significant safety concerns.

Selwyn Road

Selwyn Road within the frontage of both Site 2 and 3 is classified as a local road under the Selwyn District Plan. There are no footpaths and no dedicated on-road cycle facilities on Selwyn Road adjacent to both Site 2 and 3. Selwyn Road west of Springston Rolleston Road, within the frontage of Site 2, has a 7m wide two-lane carriageway with 7m to 8m wide grass berms on both sides of the carriageway as shown in **Figure 2.3**.



Figure 2.3 Selwyn Road looking towards Springston Rolleston Road from 200m west of Springston Rolleston Road

Selwyn Road east of Springston Rolleston Road, within the frontage of Site 3, has a slightly narrower two-way carriageway width of 6.2m with 8m to 9m wide grass berms on both sides of the carriageway as shown in **Figure 2.4**.



Figure 2.4 Selwyn Road looking towards Lincoln Rolleston Road from 150m east of Springston Rolleston Road

In November 2017, the average weekday traffic volume on Selwyn Road between Springston Rolleston Road and Lincoln Rolleston Road (Site 3) was approximately 2,400 vehicles. In August 2018, the average weekday traffic volume on Selwyn Road between Springston Rolleston Road and Longcot Drive (Site 2) was approximately 2,400 vehicles. The peak hour flows were not given.

It is anticipated that if the plan change is approved the cross section of Selwyn Road will change on the northern side to include an extension of the 2.3m wide shared path, as shown in **Figure 2.5**. It is also anticipated that the lighting on this side would continue.



Figure 2.5 Selwyn Road existing shared path

A crash analysis has not been undertaken for this road however under the NZTA Safer Journeys Risk Assessment Tool Selwyn Road (between Lincoln Rolleston Road and Springston Rolleston Road) has a low collective risk and personal risk. This suggests that Springston Rolleston Road within the frontage of Site 3 does not have significant safety concerns. Selwyn Road (between East Maddisons Road and Springston Rolleston Road) has medium-low collective risk and high personal risk. This suggests that there could be some underlying safety concerns for Selwyn Road within the frontage of Site 2. A high personal risk shows the likelihood of a road user to be involved in a fatal or serious crash and is calculated from recorded crashes on the road link. A crash analysis assessment would be required for this link to ascertain if there were any engineering treatments recommended to reduce this risk.

2.2 Public Transport

As shown in **Figure 2.6**, there is an existing public bus route (Route 820) along Springston Rolleston Road. Although Route 820 runs along the frontage of both sites, the nearest bus stops to the south are located at Springston town centre and the nearest bus stops to the north are located on Dynes Road approximately 1.5km north of both Site 2 and 3. Route 820 operates daily between Burnham and Lincoln with a 60 minute headway during peak periods.

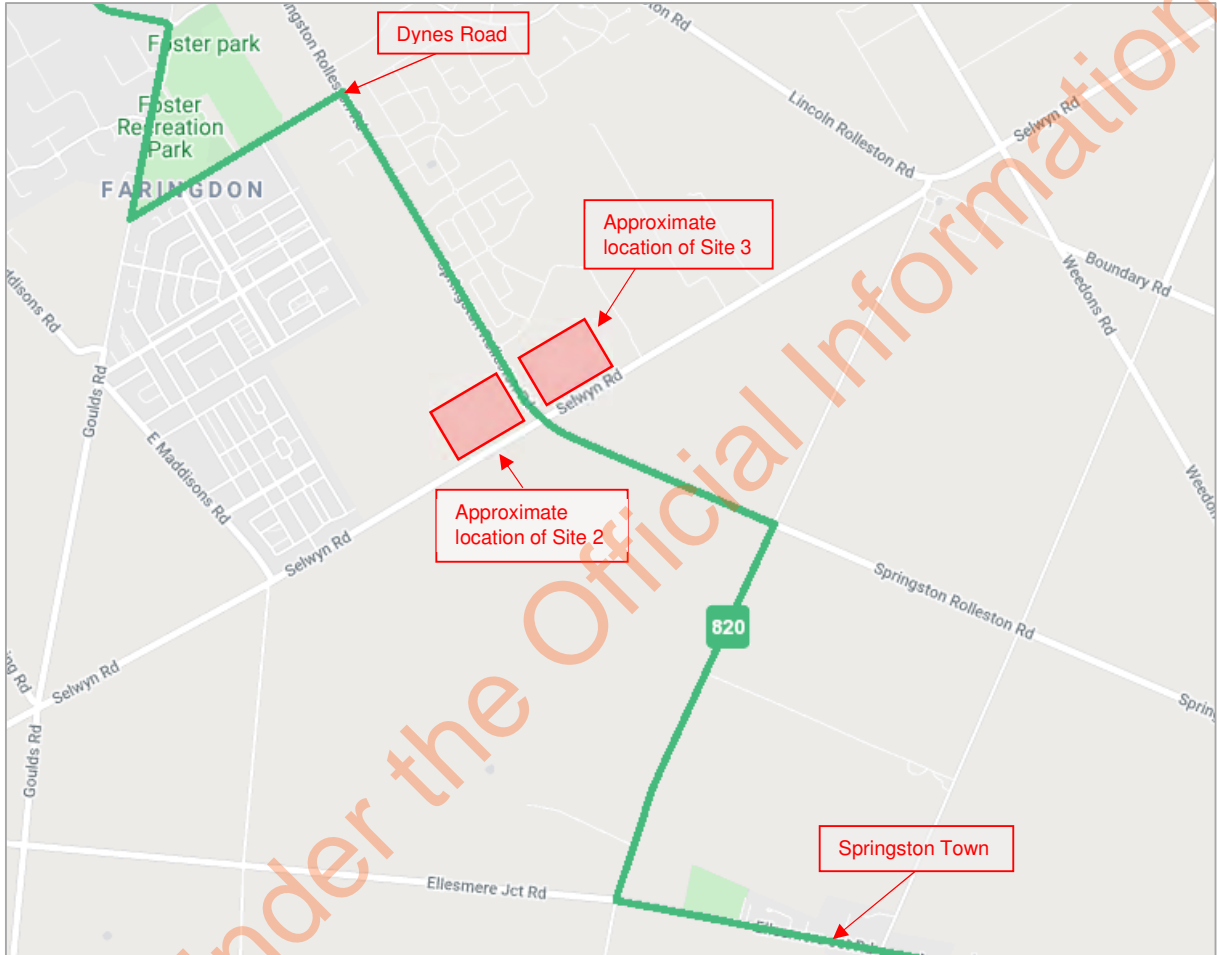


Figure 2.6 Bus network in the vicinity of the sites (source: www.metroinfo.co.nz)

2.3 E-Scooter zone

The Selwyn District Council permits e-scooters to be ridden in certain in the shaded areas and along cycleways marked in blue but must not be ridden in the shown exclusion zones as shown in **Figure 2.7**. **Figure 2.7** shows that Site 3 is currently located within an e-scooter zone while Site 2 is currently outside an e-scooter zone. It is anticipated that that current zone is aligned with established residential areas and the extent of the zone would change over time as the urban area develops.

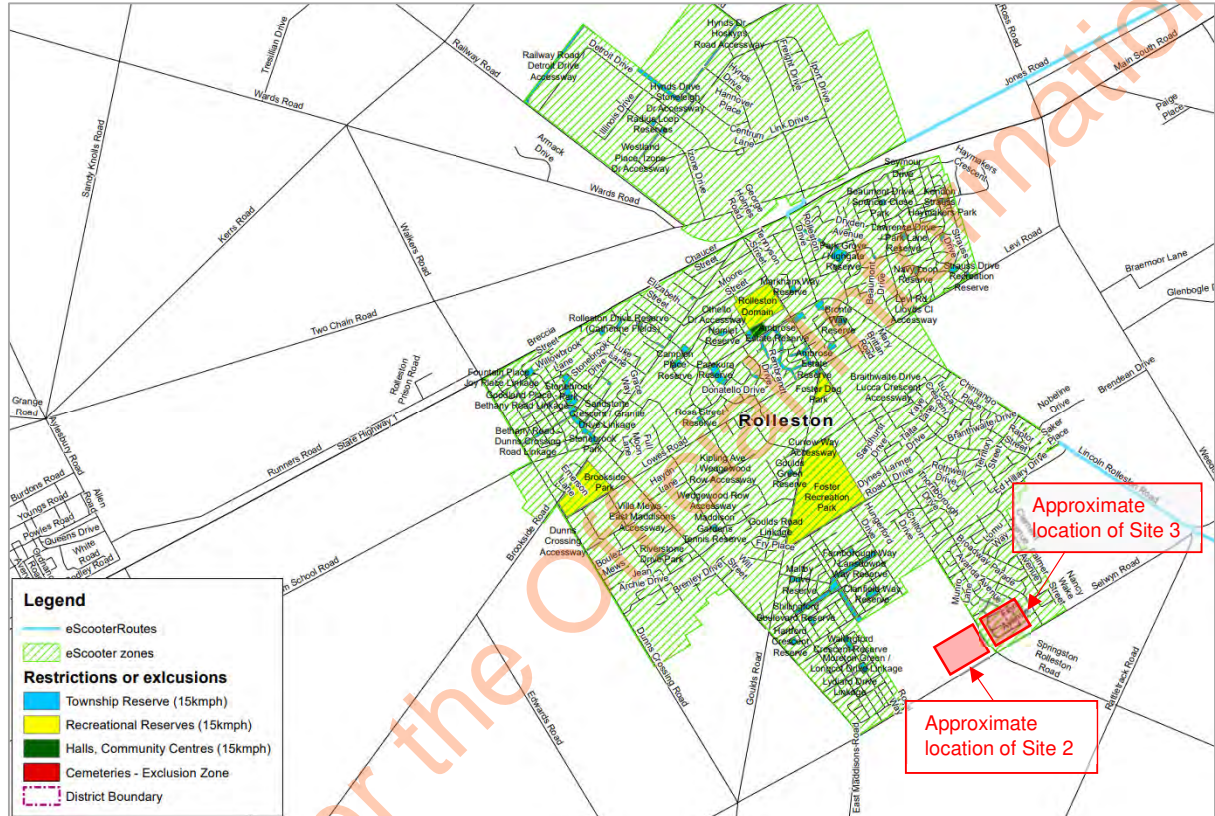


Figure 2.7 E-Scooter maps (source: E-Scooter zone map, Selwyn District Council)

2.4 Planned Network

Figure 2.8 shows that both Selwyn Road and Springston Rolleston Road are classified as District Arterials under the CRETS road hierarchy. This suggests that both Selwyn Road and Springston Rolleston Road are planned to have similar road environments and cross sections.

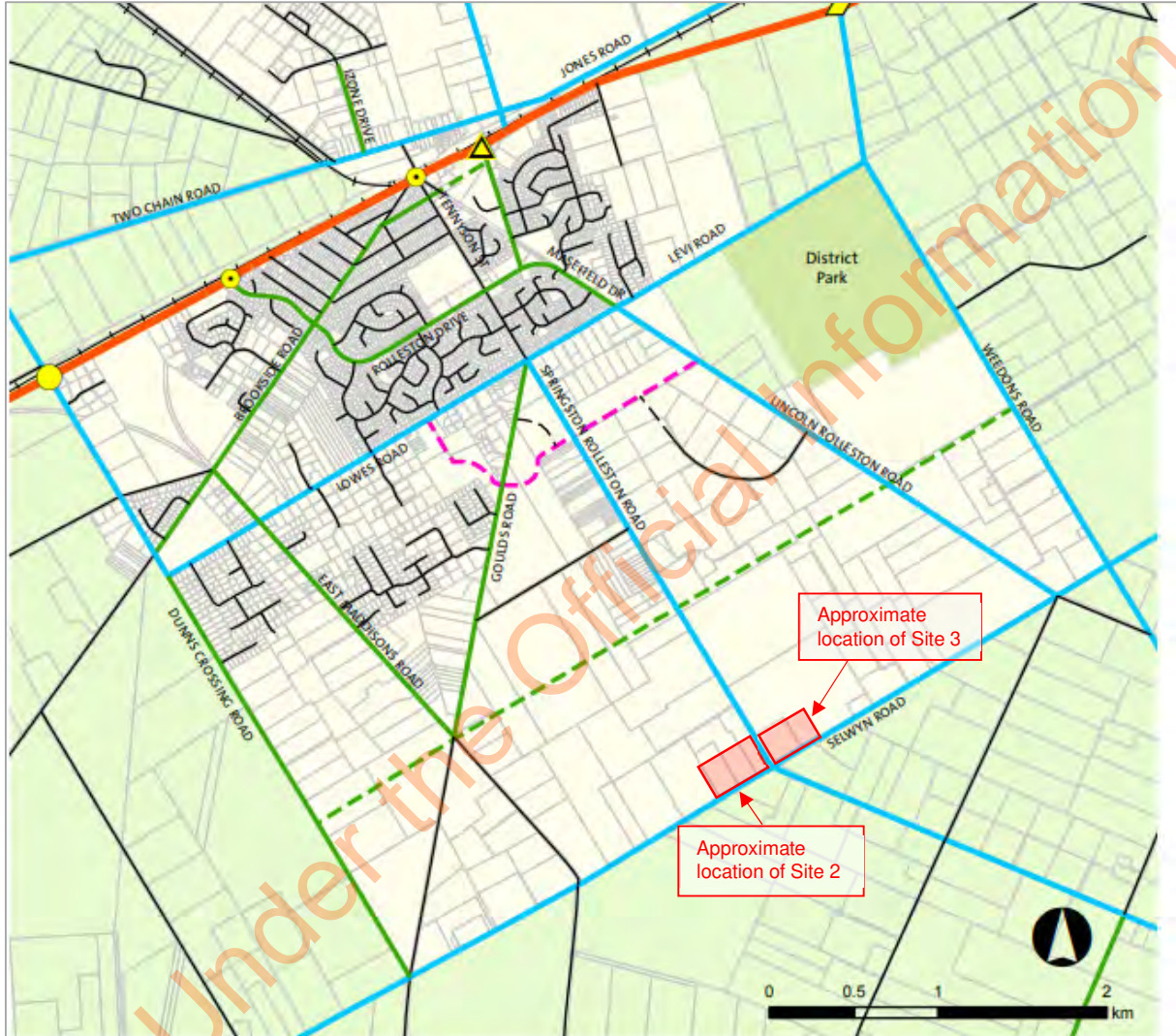


Figure 8.1: Transport Network – CRETS Road Hierarchy and State Highway Connections



Figure 2.8 CRETS road hierarchy and state highway connections (source: Rolleston Structure Plan - Selwyn District Council)

Although there are no existing dedicated cycling facilities within the frontage of both Site 2 and 3, **Figure 2.9** shows that cycle routes are planned along Springston Rolleston Road and Selwyn Road. These would provide direct cycle connection to both sites from the wider Rolleston urban area. It is not clear from Figure 2.8 what type of facility is intended.

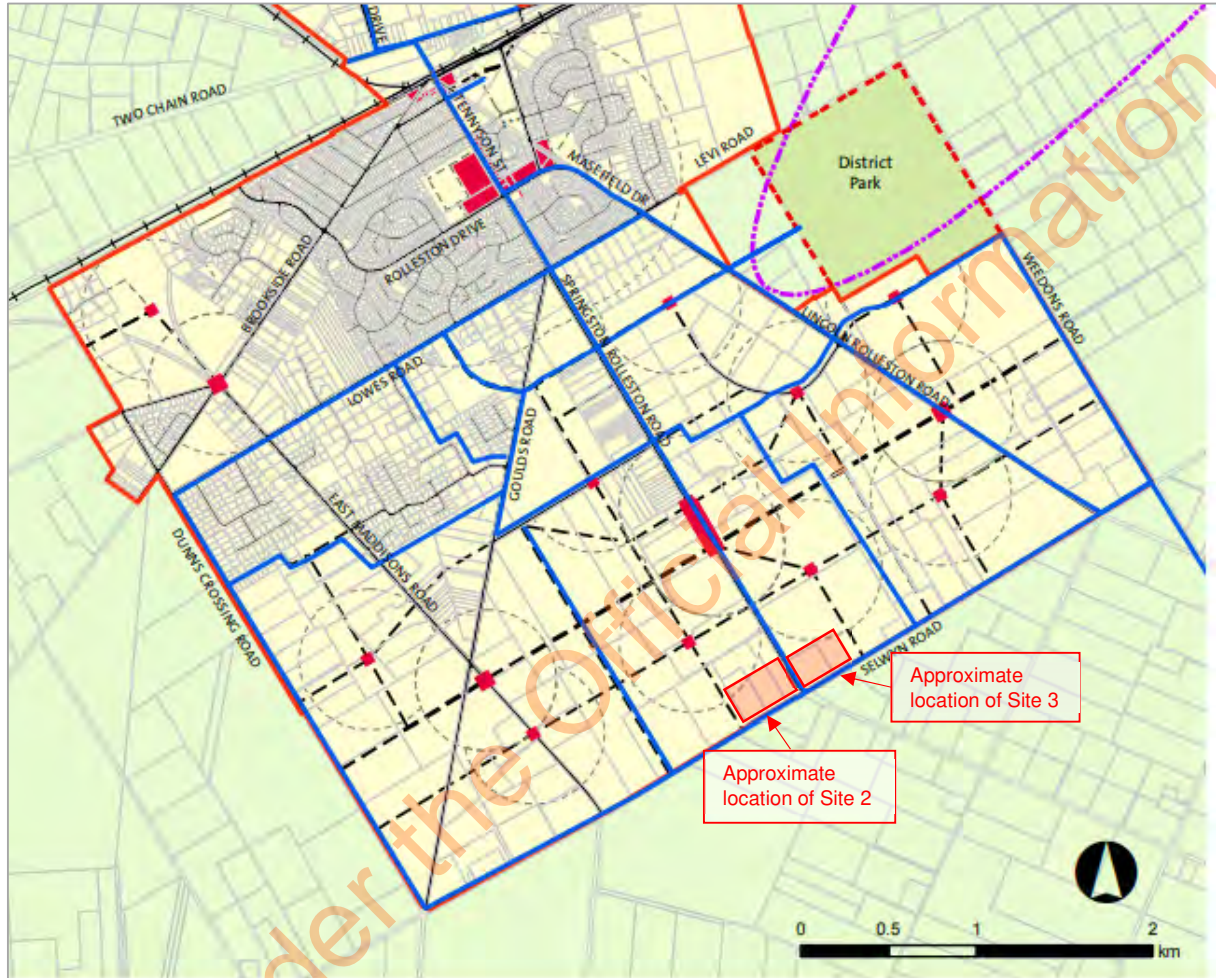


Figure 8.4: Cycleway Routes

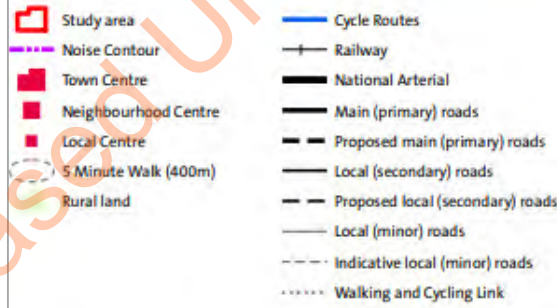


Figure 2.9 Cycleway routes (source: Rolleston Structure Plan - Selwyn District Council)

3. Trip Generation

Two trip generation assessments were undertaken for the school sites to allow MoE to understand the differences in trip generation between two different sized high schools.

The school roll is assumed to be 1,000 students in Scenario 1 and 1,800 students in Scenario 2. In lieu of any other information the New Zealand Household Travel Survey NZHTS School Travel Model I^[2] was used to estimate the likely modal split of a Canterbury all ages school. The all ages school information was used as the sample size for the high school information was insufficient and not recommended to be used. Surveys on the existing Rolleston high school could be used to refine this trip generation however for the purposes of this report a high-level assessment is considered adequate. In the model the NZHTS data has been arranged in a manner that enables a first-cut estimate of likely trip generation of schools depending on region within the New Zealand and school size. **Table 3.1** a and b show the estimated modal split and total number of trips by private motor vehicle for the two scenarios.

In both scenarios the model estimates that 49.7% of school trips will be made by private motor vehicle and the remainder by either walking, cycling or public transport. Although the estimated cycle trips are low it is best to consider walking and cycling together as an overall active mode and would include the use of e-scooters. The 5.4% vehicular driver proportion reflects that some Year 13 students will drive to school. If the school was to have buses for students from rural areas this would reduce the vehicular passenger and driver proportions.

Table 3.1a Projected Trip Generation – 1,000 student roll

Mode	Walk	Cycle	Public Transport	Vehicular Passenger	Vehicular Driver
Share (%)	33.7%	7.7%	7.6%	44.3%	5.4%
All day student vehicle trips				941	143
All day staff and service vehicle trips				106	
AM peak hour private motor vehicles (8-9am)				411	
PM peak hour private motor vehicles (3-4pm)				314	

Table 3.1b Projected Trip Generation – 1,800 student roll

Mode	Walk	Cycle	Public Transport	Vehicular Passenger	Vehicular Driver
Share (%)	33.7%	7.7%	7.6%	44.3%	5.4%
All day student vehicle trips				1,645	258
All day staff and service vehicle trips				190	
AM peak hour private motor vehicles (8-9am)				739	
PM peak hour private motor vehicles (3-4pm)				565	

^[2] Milne, A, S Rendall and S Abley (2011) National travel profiles part B: Trips, trends and travel predictions. NZ Transport Agency research report 467.94pp.

The surrounding environment will influence the mode split, the model cannot take this into account. For example, over time the road network will become more connected in this area and facilitate better walking and cycling accessibility, but in the short term the proportion of walking and cycling may be lower.

The AM peak is considered the worst case scenario for assessing the network effects of traffic generation of a school as it coincides with the commuter peak traffic flow.

From **Section 2.1** the average hourly two-way traffic flow on Springston Rolleston Road during peak hour traffic is between 270-300 vpd. Therefore, the traffic generation for a high school in this area could significantly increase the traffic volumes on Springston Rolleston Road. A 1,000 student high school generates 411 trips on the network in the AM peak and a 1,800 student high school generates 739 trips on the network in the AM peak. The high-level calculations from the New Zealand Household Travel Survey NZHTS School Travel Model mean that the trip generation calculation is proportional to the roll increase e.g. $1,000 \times 1.8 = 1,800$ students and $411 \times 1.8 = 739$ trips.

These trips are not all considered to be new trips on the network. Some will be existing on the road.

Both Springston Rolleston Road and Selwyn Road are planned to be District Arterials in the future. This indicates that they will be anticipated to cater for higher volumes of traffic than lower classification roads and the proposed trip generation of both school roll scenarios will likely be able to be accommodated on these roads. However, the extra trips associated with both scenarios could affect intersection capacity and safety, this would require further investigation for the cross roads intersections in the vicinity of the school.

4. Options

At this stage no school enrolment catchment or any school site layouts plans or subdivision roading plans are available. It is assumed that an off-street car park will be provided and that the scale of this will be determined at the Designation and Outline Plan of Works stage. It is assumed that there will be some form of pick up and drop off facility provided on site and that the subdivision roading network can be designed to accommodate a school. It is expected that some pick up and drop off will occur on the frontage roads even if a facility is provided unless this is controlled through no stopping restrictions.

Each site is discussed below.

4.1 Site 2

Access

This site has frontage to Springston Rolleston Road along the eastern boundary and Selwyn Road along the southern boundary. The properties to the north and west of the site are greenfield and subject to a private plan change as mention in **Section 1.4**. If approved, it is anticipated that this site will link with the Faringdon subdivision. The site will have limited or no direct access from the northern and western boundary while these greenfield areas are undeveloped.

There is good visibility to oncoming traffic on Selwyn Road given the straight alignment of the carriageway. There is a slight bend on Springston Rolleston Road at the school frontage, however it is the outside of the bend and visibility is still reasonably good for traffic on Springston Rolleston Road as shown in **Figure 4.1** and **Figure 4.2**. That said both these roads are identified to be District Arterial roads in the future and will form part of the main road network in Rolleston. Ideally the school access would not be directly off these roads due to the higher volumes of traffic that is predicted to use them.



Figure 4.1 Springston Rolleston Road looking south towards Selwyn Road from Site 2 frontage



Figure 4.2 Springston Rolleston Road looking north from Site 2 frontage

It is assumed that the roading layout for the future Faringdon subdivision can be designed to accommodate school access from it. These internal subdivision roads should be designed to facilitate the main school access.

The existing posted speed limit of 80km/h to 100km/h in the vicinity of both sites is considered inappropriate for school access. It is anticipated that in the future the speed limit will be reduced in this section to reflect the expanding residential development. Regardless of the location the main access to the school, a school speed zone is recommended along the existing frontage roads.

Parking and Servicing

Springston Rolleston Road and Selwyn Road, within the frontage of the site, currently do not have provision for on-street parking. The future classification of the roads is unlikely to support on-street parking unless formally catered for, i.e. not by using the grass berm.

It is assumed that there will be some staff and visitor car parking on site which will need to be accessed off a frontage road. Ideally the access to this car park will be separated from any on-street drop off area to separate vehicular traffic from pedestrians. As mentioned above, the internal subdivision roading network is preferable to having parking and servicing off Springston Rolleston Road or Selwyn Road.

Allowances for servicing would be required to be provided on site. This includes loading bays, dental buses (if required) and accessible parking. Parking for buses could be indented bus bays within the road reserve.

Walking and Cycling

The existing shared path on Springston Rolleston Road is located on the opposite side of Site 2. This requires people to cross Springston Rolleston Road to connect to the existing shared path. There are no dedicated pedestrian crossing facilities on Springston Rolleston Road within the vicinity of the site. The arterial road is expected to carry a high amount of traffic. Any students coming from the north and west will be required to cross this road. Dedicated crossing facilities should be provided at the proposed school location.

The nearest existing shared path on Selwyn Road is located some 500m west of the site within the developed South Faringdon subdivision and there are no existing walking and cycling facilities on Selwyn Road to the east of the site. However, it is anticipated that some form of walking and cycling facility would be provided on Selwyn Road once the greenfield priority area to the west of the site and the southern portion of the Acland Park subdivision are developed.

4.2 Site 3

Access

Site 3 is located within the Acland Park subdivision and has frontage to Springston Rolleston Road along the western boundary and Selwyn Road along the southern boundary. It is assumed that the subdivision roads within Acland Park could provide alternative access options.

Construction of Acland Park subdivision to the north of Site 3 has already commenced. Once the roading network is established in this area then Site 3 will have good access from the north and will have an immediate connected housing cluster to draw students from.

Selwyn Road adjacent to the site has a straight alignment which provides good visibility to oncoming traffic. Visibility on Springston Rolleston Road is restricted due to the site frontage being on the inner side of the bend on Springston Rolleston Road as shown in **Figure 4.3** and **Figure 4.4**. It is therefore recommended that any access on Springston Rolleston Road is for the use of pedestrians and cyclists and any vehicular access is limited.

The existing posted speed limit of 80km/h to 100km/h in the vicinity of both sites is considered inappropriate for school access. It is anticipated that in the future the speed limit will be reduced in this section to reflect the expanding residential development. Regardless of the location the main access to the school, a school speed zone is recommended along the existing frontage roads.



Figure 4.3 Springston Rolleston Road looking north from Site 3 frontage



Figure 4.4 Springston Rolleston Road looking south towards Selwyn Road from Site 3 frontage

Parking and Servicing

Springston Rolleston Road as an arterial road is expected to cater for high volumes of vehicles during the peak hours and coupled with the restricted visibility towards oncoming traffic on Springston Rolleston Road poses a road safety concern. Therefore, pick-up and drop-off of students on Springston Rolleston Road is not preferred from a road safety perspective. Student drop-offs and pick-ups are desired to be undertaken on internal subdivision roads or possibly Selwyn Road for this site, given the low personal and collective risk profile in this section. However, the future classification of Selwyn Road to a District Arterial is unlikely to support on-street parking unless formally catered for, i.e. not by using the grass berm.

On-site car parking for staff use and parent use is preferred to have access from the internal subdivision road layout or limited from Selwyn Road.

Allowances for servicing would be required to be provided on site. This includes loading bays, dental buses (if required) and accessible parking. Parking for buses could be indented bus bays within the road reserve.

Walking and Cycling

Site 3 has good connectivity to existing walking and cycling facilities as it is located on the same side of the existing shared path on Springston Rolleston Road to the north of the site. The site is expected to have good walking and cycling connection to and from the north once the Acland Park subdivision to the north of the site is completed.

There are no existing walking and cycling facilities on Selwyn Road within the vicinity of the site. However, it is anticipated that walking and cycling facilities on Selwyn Road will improve once the greenfield areas to the east and west of the site are developed.

There are no dedicated pedestrian crossing facilities on Springston Rolleston Road within the vicinity of the site. The arterial road should be expected to carry a high amount of traffic. Any students coming from the west will be required to cross this road. Dedicated crossing facilities should be provided at the proposed school location.

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5. Option comparison

As discussed in Section 1.3 there are two transport related criteria in the Ministry of Education Stage Two Site Evaluation; road frontage and transport network. The scores assigned to each option are shown in **Table 5.1** below. The scores are based on 5 being the highest where a site meets or exceeds the criterion and 0 being the lowest where a site fails the criterion. Both sites scored the same predominantly due to the site location being opposite to each other and the existing roads being the same.

Table 5.1 Options Scoring

Site Option	Road Frontage (Access flexibility)	Transport Network (Level of servicing)
Site 2	<p style="text-align: center;">Score = 3</p> <p>Two existing road frontages, one arterial and one local. Flexibility to have internal road frontages given this subdivision has not been approved yet.</p> <p>Limited flexibility on access location along both existing frontages due to the future roading classification and high traffic volumes. It is anticipated that there will be excellent flexibility on internal road frontages as these roads can be designed around the school.</p> <p>However, it is uncertain when the greenfield areas to the north and west will be developed to form the roading links. The site will have limited to no direct access from the northern and western boundary if the plan change is not approved.</p>	<p style="text-align: center;">Score = 3</p> <p>Can be serviced by public bus services on Springston Rolleston Road. There are currently no dedicated facilities for walking and cycling on the road frontages. However, it is anticipated the internal roads will have excellent walking and cycling facilities as per the previous subdivision stages.</p> <p>Springston Rolleston Road could present a barrier for active modes between the east and west if dedicated crossing facilities are not provided on this road.</p> <p>There is currently no provision for on-street parking within the road frontages. However, it is anticipated that the internal subdivision roading layout can accommodate parking.</p>
Site 3	<p style="text-align: center;">Score = 3</p> <p>Two existing road frontages, one arterial and one local. Limited flexibility on access location on Springston Rolleston Road given the curvature, within the site frontage, which restrict visibility towards traffic on Springston Rolleston Road and the anticipated high traffic flows. Some limited access options on Selwyn Road.</p> <p>Construction of Acland Park subdivision to the north of Site 3 has already commenced and some sections in Stage 4 are sold. Therefore, some road layouts are fixed but it is anticipated that the roads around the school site can be designed for the school. Once the roading network is established in this area then Site 3 will have good access from the north and will have an immediate housing cluster to draw students from.</p>	<p style="text-align: center;">Score = 3</p> <p>Can be serviced by public bus services on Springston Rolleston Road. There are currently no dedicated facilities for walking and cycling on the road frontages. However, it is anticipated the internal roads will have excellent walking and cycling facilities as per the previous subdivision stages.</p> <p>Springston Rolleston Road could present a barrier for active modes between the east and west if dedicated crossing facilities are not provided on this road.</p> <p>There is currently no provision for on-street parking within the road frontages. However, it is anticipated that the internal subdivision roading layout can accommodate parking.</p>

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MEMO

To: Kim Shannon, Head, Education Infrastructure Service

From: Scott Evans, Associate Deputy Secretary Property Delivery

Cc: Clive Huggins, National Manager, Acquisitions & Designations
Sharyn Pilbrow, Associate Deputy Secretary, Strategy & Policy
Vincent Fallon, National Director, Education Access
David Hobern, Programme Manager, Capital Works
Simon Cruickshank, Regional Infrastructure Manager
Brian Mitchell, Group Manager National Property Services

Date: 4 February 2021

Subject: Site Acquisition Negotiations and Notice of Requirement for a new secondary school site in Rolleston, Christchurch

Purpose

1. This memo seeks approval from the Head, Education Infrastructure Service (HEIS) to commence acquisition negotiations and preparation of a Notice of Requirement (NoR) for a new secondary school site in Rolleston, Christchurch. Funding approval for the capital expenditure will be sought from the Investment Board when negotiations to acquire the site have advanced and acquisition costs are known.

Proposal

2. It is proposed that the HEIS:
 - a. **Note** that current advice from Sector Enablement and Support Network (SE&S) is a new secondary school is required in Rolleston by 2025;
 - b. **Note** that a suitable site for the new primary school has been identified through a site evaluation in the SE&S Network site selection area;
 - c. **Note** that this acquisition is included in the Land Priority List for purchase within the 2021/22 FY at an estimated cost of \$10m;
 - d. **Approve** the commencement of acquisition negotiations with the owner of the preferred site;
 - e. **Approve** the preparation of a Notice of Requirement (NoR) to Designate the preferred school site and complete all necessary pre-lodgement consultation.

Background

3. SE&S provided EIS with a Network Acquisition Brief (Brief) in early 2019 which identified a requirement for a new secondary school site in the Rolleston area of the Selwyn District, Canterbury.
4. At the time of preparing the Brief, the master planned capacity of Rolleston College (the College) was projected to be exceeded around 2026-2028. SE&S have more recently advised that revised projections require the delivery of a new secondary school by 2025.
5. Rolleston College opened in 2017 and the Rolleston area already has more state school students residing in it than current capacity at the school. In response, Stage 2 of the College is currently being delivered ready for 2022. This work is adding 700 student spaces, taking the College to its master planned capacity of 1800.

6. Temporary teaching spaces have had to be provided at the College to bridge capacity until Stage 2 is completed.
7. The Selwyn District, and Rolleston specifically, has experienced significant housing activity since the Canterbury earthquakes. Analysis of primary school roll trends to October 2020 indicates that actual growth continues to exceed projected growth. Growth is particularly evident at the new entrant (Year 0-1) level, indicating that demand for secondary education provision will continue.
8. Acquisition of a new secondary site for Rolleston was signalled as part of the NEGP for the Rolleston Catchment, along with a number of responses to meet the growing demand for primary schooling (i.e. Lemonwood Grove Stage 2; new primary school in East Rolleston – both delivered as part of Budget 2019).

Site Identification and Evaluation

9. SE&S Network provided A&D with a site search area circled in red in Figure 1 below.

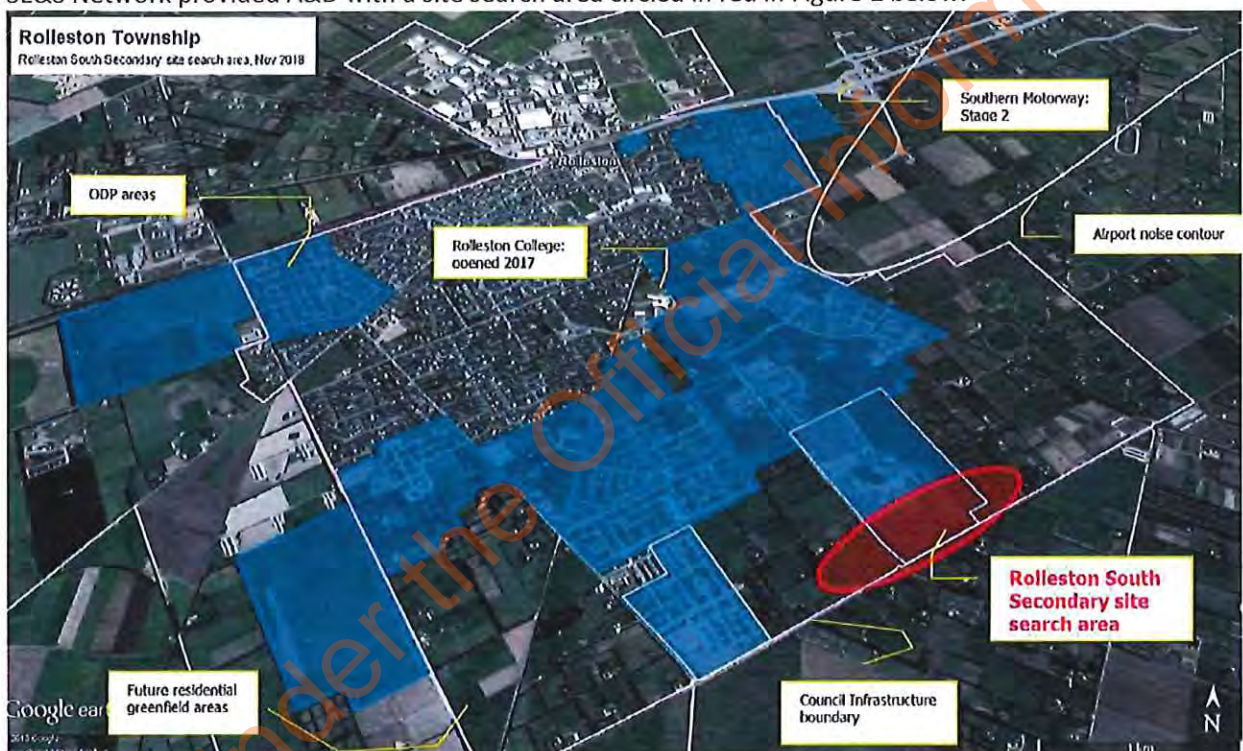


Figure 1: Rolleston and Search Area

10. The Brief indicated a requirement of a site of between 8-10 hectares. A discussion was had between SE&S and A&D as the search area, in relation to the size of the site required, appeared limiting. The size and location of the search area was confirmed for the following reasons:
 - a. It is easily accessed from the current Rolleston College site (approximately 2.3km) along Springston Rolleston Road.
 - b. It allows for long term growth in the south of Rolleston, should that eventuate.
 - c. It is central to the east-west extent of the infrastructure boundary meaning that students in either direction are within reasonable access of the search area.
11. The current advice from SE&S is that the new site will need to cater for an initial build roll of 1200, with a master planned roll of circa 1800 student spaces. SE&S began community engagement regarding this provision in 2020 and this is due to be concluded in the first quarter of 2021.

12. A site identification and evaluation process has been undertaken by Town Planning Group. This process was conducted in accordance with the Ministry's Methodology for New School Site Evaluation, version 6C (Methodology). This methodology is currently under review and ultimately will include input from the school design team and in-house geotechnical expertise.
13. A three-stage evaluation process is adopted prior to acquisition, with stages 1 and 2 having been completed to date (resulting in the shortlist of potential sites). Stage 3 (which permits on site due diligence and negotiation) will allow A&D to estimate potential development costs/foundation types plus bulk and location recommendations (in liaison with the school design team).
14. The final identification and evaluation report (Report) is dated 23 November 2020 (Appendix 1). A total of three sites were identified as part of this initial evaluation, with all sites progressing to the Stage 2 evaluation. These sites are identified as follows:
 - a. Site 1: Springston Rolleston Road, Rolleston (Cartwright and Day)
 - b. Site 2: 417 Springston Rolleston road and 694-700 Selwyn Road (Hughes/Farringdon)
 - c. Site 3: 614 Selwyn Road and Springston Rolleston Road (Long Vision/Acland Park)
15. Figure 2 below provides the location of the three evaluated sites.



16. Site 2 and Site 3 are owned by two different developers. The Ministry has previously had successful acquisition projects with both: Lemonwood Grove, Rolleston East and New Lynn school sites.
17. All sites are located within SDC's infrastructure boundary, however, provision of infrastructure services would be more efficient for Sites 2 and 3 as they are located within larger residential developments: Site 2 is located within the Hughes' Farringdon South East proposed development; Site 3 is located within the Avanda, Acland Park development currently being developed.
18. Initial informal discussions with both developers resulted in them each providing indicative school sites for evaluation. Site 1 has been discounted for further evaluation as it is considered to be a more expensive solution and does not afford the Ministry the same design flexibility of sites 2 or 3.

Preferred Site and Due Diligence

19. The top-ranking site was Site 2. This Site is located in the south-eastern corner of a larger 35.56ha block of land owned by Hughes Developments Limited (HDL) as shown in Figure 2 above. The total 35.56ha block is currently zoned Rural Inner Plains but is subject to a current Plan Change (PC64)

process that will change the underlying zoning to Living Z. The development of this 35.56ha site has also been submitted as a project under the COVID-19 Recovery (Fast-track Consenting) process.

20. Site 2 scored slightly more than Site 3 due to its ability to provide more road boundaries and straight-forward, and non-notified, designation path. With regard to the designation, there are no immediate residential neighbours on any of Site 2 boundaries. Some of the residential sections that are immediately adjacent to the proposed Site 3, have already been purchased. These neighbours would be considered effected parties in an RMA context, and a non-notified designation may be more difficult to achieve.
21. The Ministry is likely to have more flexibility with Site 2 as there are no subdivision consents applying to this land as yet. Although the owners have provided the Ministry with a potential school site, there is still the opportunity to "tweak" the size and shape of the site.
22. The site is generally flat and is not subject to any known geotechnical hazards or flooding. A geotechnical report was included as part of the PC64 documentation. That report indicates that the whole site falls within a TC1 Zoning with "no specific areas of concern." The New Zealand Geotechnical Database has been interrogated and as yet does not contain data pertaining to the preferred sites. In accordance with standard procedures once on-site testing has been completed this data shall be uploaded to the database.
23. The District Plan and the New Zealand Archaeological Association's Site Recording Scheme does not identify any archaeological sites or other items of historic heritage value across the site. Further, the District Plan, Mahaanui Iwi Management Plan and the outcomes of consultation with Te Taumutu Runanga did not identify any silent files or culturally significant sites in the vicinity of the site.
24. Obtaining approval to negotiate with the landowners of the preferred site will allow for a higher level of specific site investigation to be undertaken which in turn will assist with construction cost estimates. These investigations are more intrusive and requires landowner consent to enable A&D to complete further due diligence such as; geotechnical, bulk and location, flooding and contamination investigations. The scope of the due diligence will be confirmed in consultation with the School Design Team and Capital Works (CW).
25. A&D will appoint a LINZ accredited supplier to act on behalf of the Ministry and LINZ to draft the necessary Memorandum of Agreement.
26. Upon approval from the Investment Board to complete an acquisition of the preferred site, A&D will commence the pre-application designation discussions with SDC. This will provide the Ministry with a better understanding of what environmental mitigation measures may be necessary and the time and costs associated with these.

Risks

27. The non-acquisition of a site/school build will have (as yet unquantified) downstream effects on the existing network. The existing Rolleston College site is undergoing its Stage 2 roll growth development at present, and once that is complete there will be no ability to increase provision on that site.
28. We understand that if the preferred site is not utilised for a new school then the developers shall utilise the land for residential development potentially compounding the pressure on the schooling network.
29. It is likely that given the demand for good developable land in this area that land values will continue to rise, acquisition of the site now will mitigate this risk.

30. A placeholder budget of \$50m (stage 1) has been forecast by CW for this school. Cost escalation risk due to ground conditions can be mitigated to some degree by the detailed assessment of the land and further engagement with the school design group to devise a bulk and location plan. This risk can not be fully mitigated at this time but is a consistent risk across all available site solutions.

Notice of Requirement for Designation (NoR)

31. It is envisaged that the designation for Site 2 will be straight-forward. This is due to the preferred site being within a planned development, with surrounding land owned by the same developer.

32. Planning, transportation and infrastructure input will be required into the NoR. Once the NoR documents are drafted, a pre-application meeting would occur with the Selwyn District Council, and a case for a non-notified designation be discussed.

33. The appropriate NoR documents (Form 18) will be submitted to the appropriate delegated signatory prior to lodging with SDC.

Recommendation

34. It is recommended that the HEIS:

- a. **Note** that current advice from Sector Enablement and Support Network (SE&S) is a new secondary school is required in Rolleston by 2025;
- b. **Note** that a suitable site for the new primary school has been identified through a site evaluation in the SE&S Network site selection area;
- c. **Note** that this acquisition is included in the Land Priority List for purchase within the 2021/22 FY at an estimated cost of \$10m;
- d. **Approve** the commencement of acquisition negotiations with the owner of the preferred site;
- e. **Approve** the preparation of a Notice of Requirement (NoR) to Designate the preferred school site and complete all necessary pre-lodgement consultation.



Date: 09/02/2021

Scott Evans

Associate Deputy Secretary – Property Delivery

Approved / Declined



Date: 12-2-21

Kim Shannon

Head, Education Infrastructure Service

Appendices:

- 1. Site Evaluation Report

Prepared for:
Ministry of Education

Date:
July 15, 2021

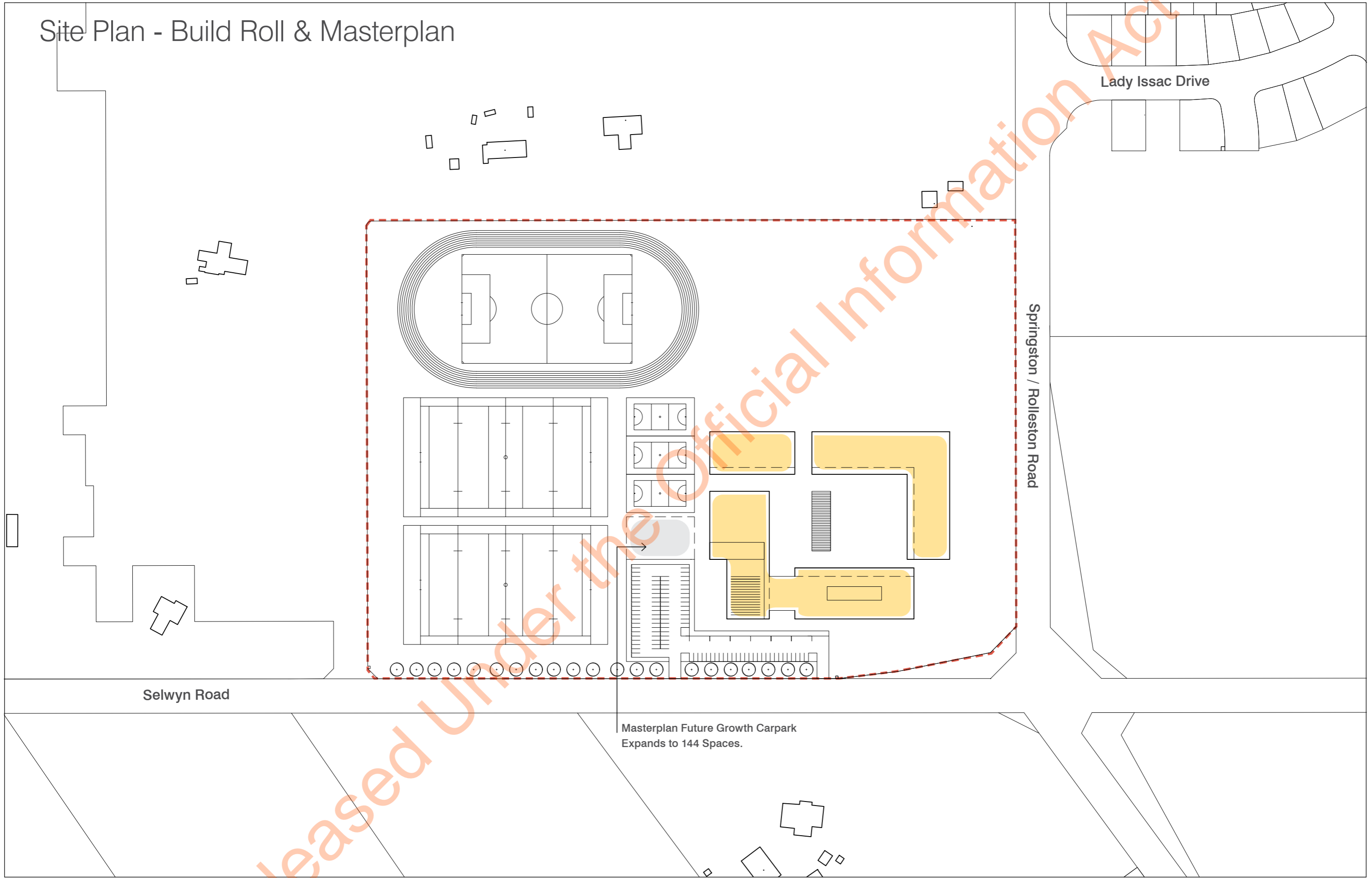


Bulk and Location Study

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Rolleston Second Secondary Site

Site Plan - Build Roll & Masterplan

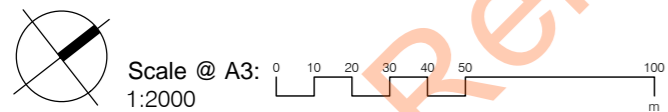


Selwyn Road

Springston / Rolleston Road

Lady Issac Drive

Masterplan Future Growth Carpark
Expands to 144 Spaces.

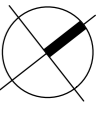


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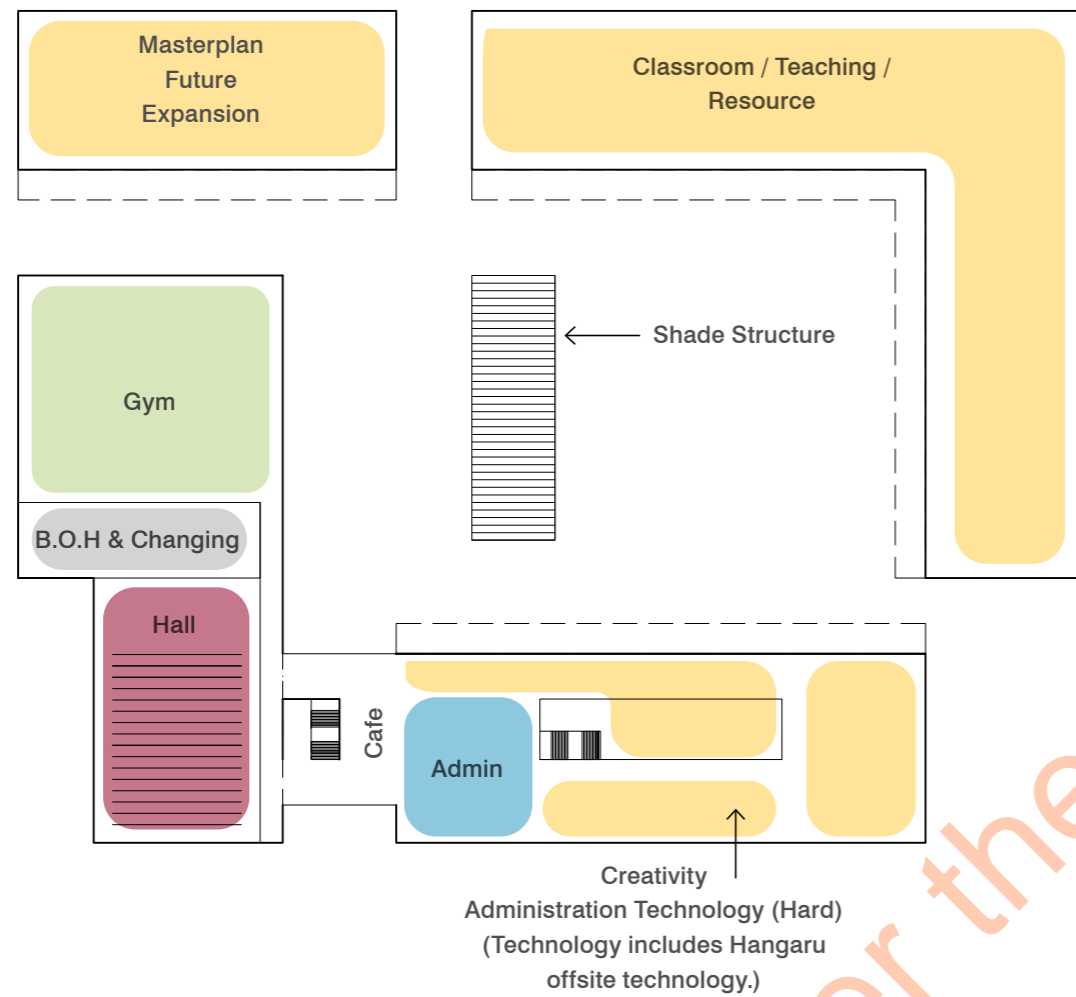
MoE
Rolleston High School
Bulk and Location

Drawing:
Drawing no: SK-01
Issue:
Date: July 15, 2021
Job no: 2129

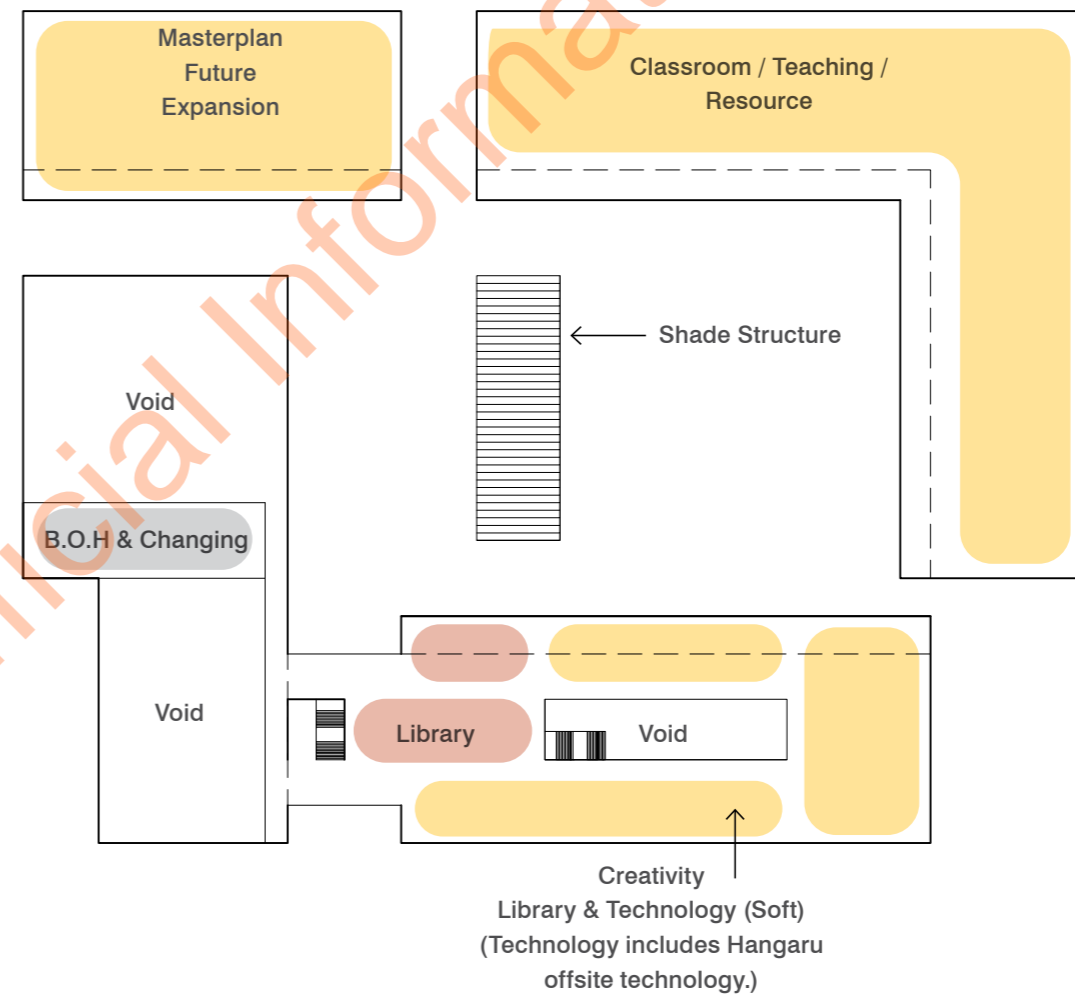
Build Roll & Masterplan - Floor Plans



Ground Floor



First Floor



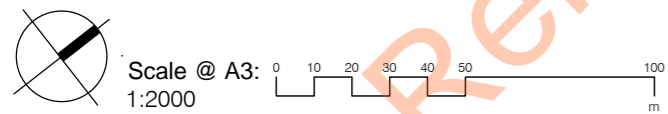
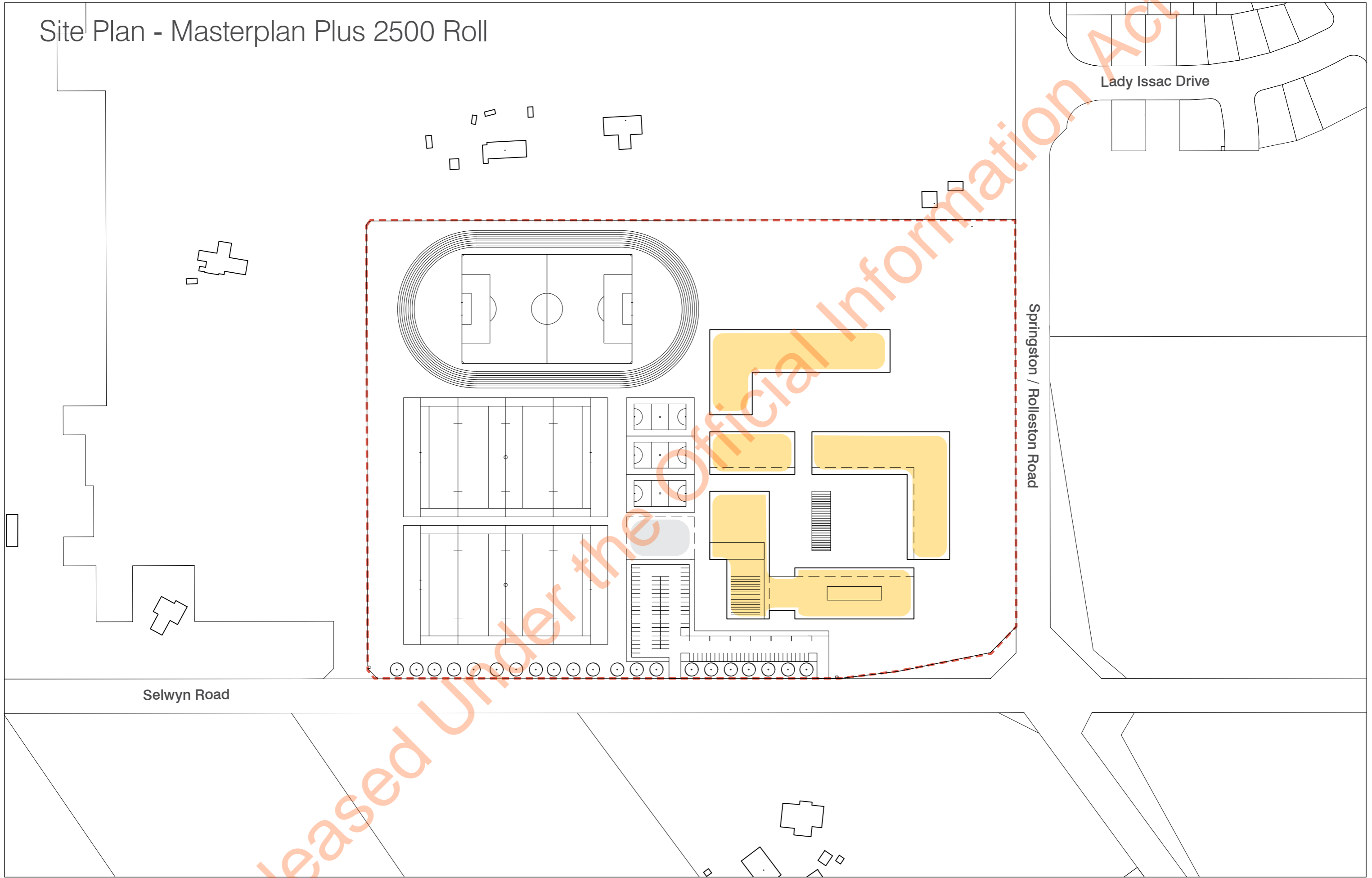
Area	Initial Build - 1200 Roll	Masterplan - 1800 Roll
Classroom	4636	6597
Gymnasium	1259	1259
Library	445	445
Administration	976	976
Resource	1103	1103
Hall / Multi-purpose	592	592
Total net Area	9011	10973
Total Gross Area	11714	14264

	Initial Build - 1200 Roll	Masterplan - 1800 Roll
Carparking	96 Spaces	144 Spaces

Note:

1. Offsite Technology 1000 m²
2. All coloured areas shown equate to gross area requirements
3. Carpark allowance based on 2 spaces per classroom (25 students per class)

Site Plan - Masterplan Plus 2500 Roll



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MoE
Rolleston High School
Bulk and Location

Drawing: SK-01
Drawing no: SK-01
Issue: SK-01
Date: July 15, 2021
Job no: 2129

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Planning Context

In early 2013, the Canterbury Regional Policy Statement ('CRPS') became operative. The CRPS essentially overlaid urban limit boundaries on the Structure Plan and identified greenfield priority areas for development. The development of the greenfield priority areas was intended to occur in a planned timing and sequenced manner, however, the introduction of the Housing Accords and Special Housing Areas Act 2013 ('HASHAA') enabled more rapid development within the Rolleston environs.

The HASHAA was introduced to enhance housing affordability by facilitating an increase in land and housing supply in certain regions or districts. In 2015, the Selwyn Housing Accord was established under HASHAA between Council and the Crown. The Selwyn Housing Accord immediately established two Special Housing Areas in Rolleston: 'South Faringdon' and the 'Dryden Trust – Dean Geddes Block' (subsequently developing as Acland Park). Te Uru Tarata (Lemonwood Grove School) was established within the 'South Faringdon' area, opening January 2017, and Te Rōhutu Whio is currently being constructed within the Acland Park development and planned for first term 2022 opening.

Central government's National Policy Statement on Urban Development 2020 ('NPS-UD') was introduced 20 August 2020, and directed councils to assess, manage and facilitate growth. In broad terms, the NPS-UD is about *"ensuring New Zealand's towns and cities are well-functioning urban environments that meet the changing needs of our diverse communities. It removes overly restrictive barriers to development to allow growth 'up' and 'out' in locations that have good access to existing services, public transport networks and infrastructure."*

In addition to this, it is noted that a change to the CRPS was notified in early 2021 to implement 'Our Space: 2018-2048: Greater Christchurch Settlement Pattern Update', with this identifying new urban housing areas around Rolleston that were within the urban limit, but not identified as greenfield priority areas under the CRPS. This change is presently with the Minister for the Environment for consideration.

District Plan Review

SDC commenced a review of their Operative District Plan ('ODP') in 2015, with their Proposed District Plan ('PDP') publicly notified 5 October 2020. The PDP has not proactively sought to rezone any rural land for greenfield urban development, with SDC leaving this up to individual landowners to seek via submissions on the PDP. However, prior to and following notification of the PDP, a large number of private plan change requests to the ODP were lodged with SDC, with these seeking to rezone vast areas of rural land for urban development, and to avoid any potential delays and uncertainty associated with rezoning through the PDP process.

The plan change requests have been advanced on the basis of support from the NPS-UD, which provides a policy framework that broadly supports development that provides 'significant capacity', even if that development is unanticipated by RMA planning documents or is out of sequence in terms of planned land release (i.e. even if there is conflict with the current CRPS urban limit and greenfield development area policy direction).

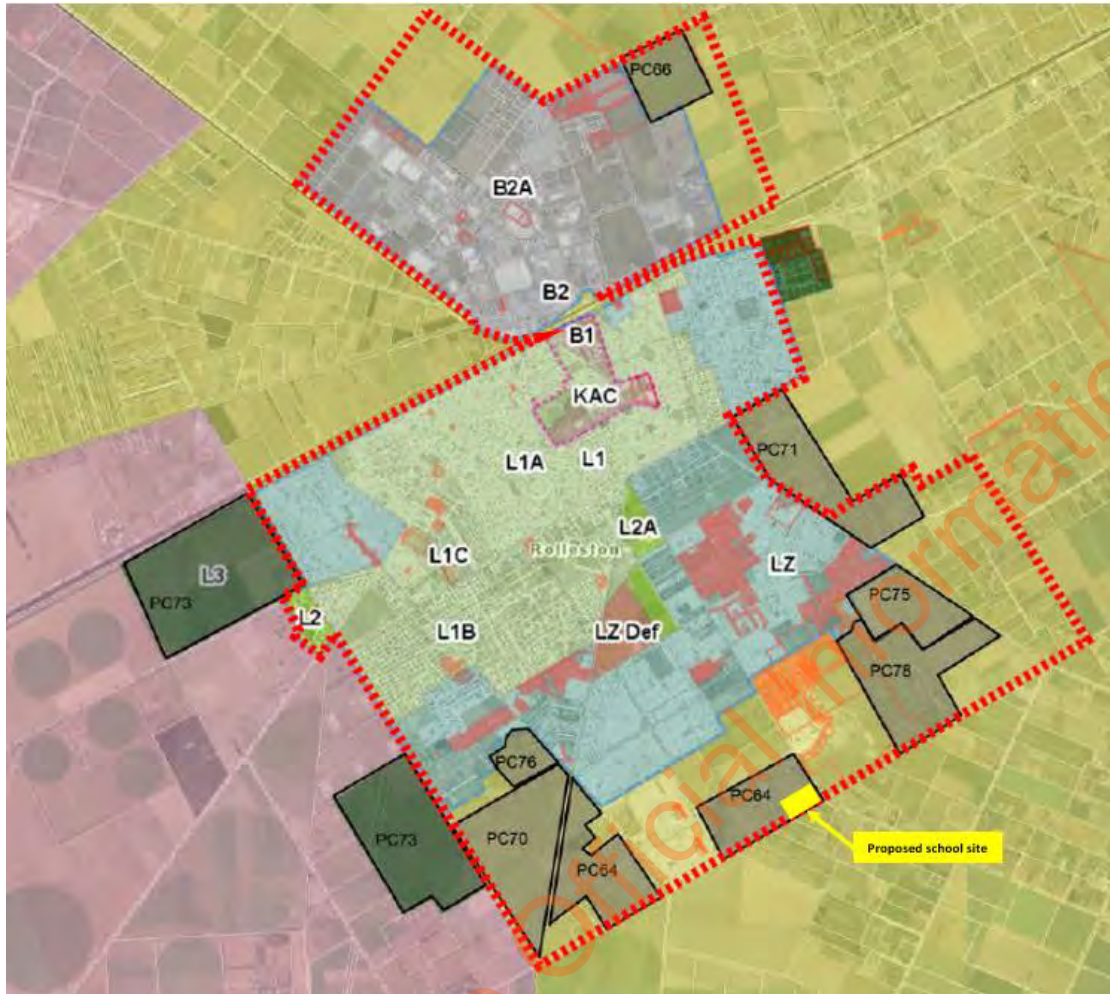


Figure 1: Rolleston Plan Changes

It should be noted that all the lighter green plan changes are within the urban limit (or infrastructure) boundary set by SDC, with the darker green (PC73) plan change outside of the boundary. The areas subject to plan change requests are identified by the shaded areas with a black outline, with the urban limit identified by the red dashed outline. In this regard, Plan Change 73 and a portion of plan change 71 are located outside of the urban limit (projected infrastructure boundary), whereas all other plan change areas are within the urban limit. The land identified by a lighter blue colour is zoned Living Z under the District Plan, which already provides for greenfield residential development in accord with approved Outline Development Plans.

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EIS Business Case

Rolleston Secondary #2 (825)

Acquisition of New Secondary School Site

Project: 216390

Date: July 2021

Released Under the Official Information Act

Document Information

Document Review and Sign-off

Document Review

This table lists the review parties and status of the review:

Name	Title	Review Status	Signed
Deb Taylor	Senior Delivery Manager – Acquisitions & Designations	Author	
Clive Huggins	National Manager – Acquisitions & Designations	Reviewer	

Distribution List

This table describes the people who have received this document:

Name	Title	Group/Team
Simon Cruickshank	Regional Infrastructure Manager – Southern – Asset Management	Education Infrastructure Service
Coralanne Child	Director of Education for Canterbury	Sector Enablement and Support
Brian Mitchell	Group Manager – National Property Services	Education Infrastructure Service
Scott Evans	EIS Deputy Head – Infrastructure Delivery	Education Infrastructure Service

Approval

This table lists those who have approved this document:

Role	Endorsement	Signed
Sponsor (Project Executive)	I confirm that:	
Kim Shannon Head Education Infrastructure Service	<ul style="list-style-type: none"> the project is still considered a priority the benefits proposed are clear, measurable and achievable the investment level required is considered appropriate given the benefits to be obtained the necessary business resources will be allocated as identified to achieve the benefits. I agree with the recommended option.	Date:

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Appendix 1 - Network Brief

Appendix 2 – Network Memorandum (bringing date forward)

Appendix 3 – Planning Context

Appendix 4 – Approval to Negotiate

Appendix 5 – Bulk and Location

1. Executive Summary

This business case seeks endorsement of site capital funding of **\$21,210,000** to be spent during the 2021/2022 year for the acquisition and designation of a new secondary school site in Rolleston, Canterbury. This site acquisition has been signalled as a priority for the 2021/2022 financial year with an indicative budget of \$20 million. SES Network advice is that a new school/accommodation provision is required by 2025.

2. The Strategic Case – Strategic Context and the Case for Change

2.1 Strategic Context

Background

In early 2019, Sector Enablement and Support (SE&S) provided Education Infrastructure Services (EIS), specifically Acquisitions and Designations (A&D), a Network Acquisition Brief (Brief) which identified a requirement for a new secondary school site in the Rolleston area of the Selwyn District Canterbury (see Appendix 1).

The existing Rolleston College (the College) opened in 2017. At the time of preparing the Brief, the master planned capacity of 1800 students for the existing College was projected to be exceeded around 2026-2028. This existing site is 6.7ha and is constrained on all boundaries, meaning an extension is not feasible.

SE&S advised in September 2019 that due to the rate of population and roll growth exceeding the initial projections in the Brief, they required EIS to: commence delivery of the Stage 2 works and provide temporary teaching space at the College; and, update A&D of a revised 2025 date for the delivery of the new secondary provision (see Appendix 2).

The Selwyn District, specifically in Rolleston, has experienced rapid growth since the 2010 Canterbury earthquakes. Land in Rolleston was largely unaffected by the earthquakes and provided an immediate practical option for affected homeowners. The completion of the new southern motorway extension has also made Rolleston an attractive option, with the commute from Rolleston to the CBD reducing from a minimum of 45 minutes to 25-30 minutes.

The planning context, regionally and nationally, has also evolved over the same ten-year period. These changes have facilitated more growth than anticipated. The build roll for this new school is still 1,200 but with a potential extended master roll of 2,500.

Acquisition of a new secondary site for Rolleston was signalled as part of the NEGP for the Rolleston Catchment, along with a number of responses to meet the growing demand for primary schooling (i.e. Lemonwood Grove Stage 2 and a new primary school Te Rōhutu Whio – both delivered as part of Budget 2019).

Planning Context

Further detail regarding the planning context can be found in Appendix 3. In summary:

Growth in Rolleston

The Selwyn District, and Rolleston specifically, experienced significant housing activity in the years since the 2010, and subsequent, Canterbury earthquakes. In 2009, the population of Rolleston was estimated at just over 7,000, with an increase of around 2,500 recorded over four years to the 2013 Census. Growth in the intervening years has been greater, with the 2018 Census providing a population estimate of 17,499 – an increase of around 8,000 over five years. The population projections in the Selwyn District Council's (SDC) 2021 Long Term Plan (LTP) provide estimates for Rolleston of 19,720 in 2021, growing to 27,707 by 2031.

Analysis of primary school roll trends to October 2020 indicates that actual growth continues to exceed projected growth. Growth is particularly evident at the new entrant (Year 0-1) level, indicating that demand for secondary education provision will continue.

SDC have accepted 18 plan change requests in the last two years for consideration under the RMA. Thile a number have been publicly notified, no substantive decisions have been reached at this time. Of the 18 plan changes currently shown on the SDC web site, 8 are in the Rolleston Area with 7 requesting a degree of residential development. Cumulatively, this will add 5709 lots and additional commercial development. Of those 7, 4 were submitted in November 2020, and 2 in December 2020. PC64, was submitted in late December 2019. It was also submitted for sub-division consent under the COVID-19 Recovery (Fast-Track Consenting) process in June 2021. These plan changes are illustrated in Figure 1 below.

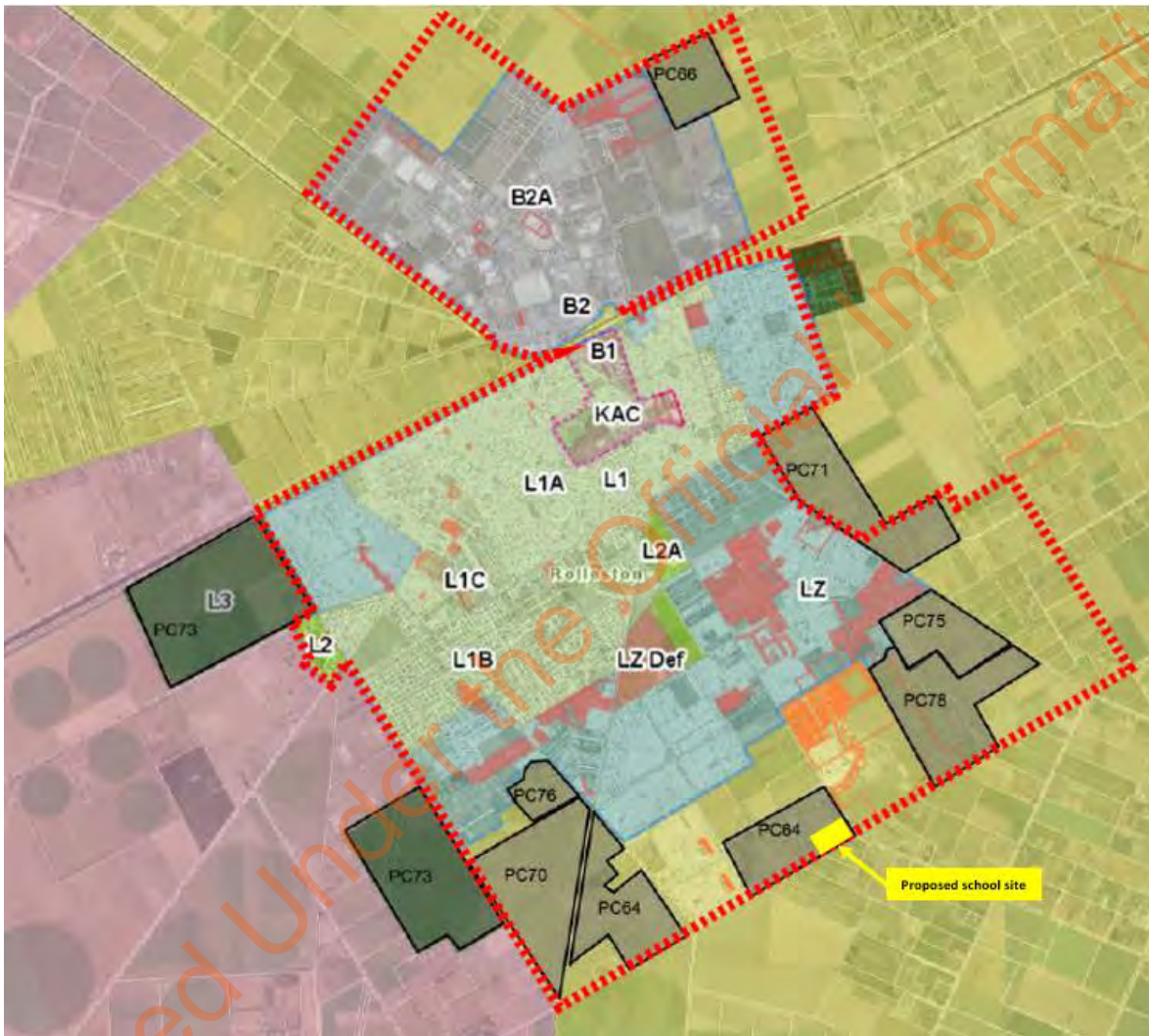


Figure 1: Rolleston Plan Changes

Site Identification and Evaluation

The Brief was accepted into the A&D programme in August 2019 and provided the search area as shown in Figure 2 below. It requested a site for a Year 9-15 Secondary School, with an optimum area of 8-10 hectares.

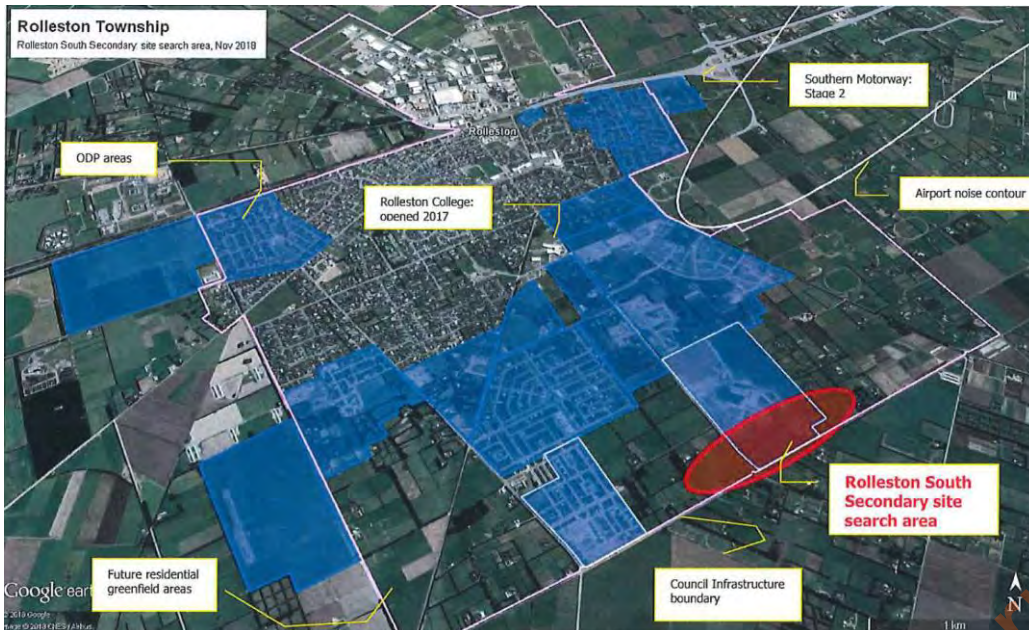


Figure 2: Rolleston and Search Area

Initially the search area appeared limiting in relation to the size of the site required. A&D discussed this aspect with SE&S, with SE&S confirming the size and location of the search area, based on the rationale that:

- a) It is easily accessed from the current Rolleston College site (approximately 2.3km) along Springston Rolleston Road;
- b) It allows for long term growth in the south of Rolleston should that eventuate;
- c) It is central to the east-west extent of the infrastructure boundary meaning that students in either direction are within reasonable access of the search area.

In assessing this 2019 rationale against the known growth of Rolleston in 2021 (see above discussion on Plan Changes), this rationale still holds as relevant and correct.

Town Planning Group were engaged to carry out the site identification and evaluation using the Ministry's new school site methodology. Three sites were identified for Stage 1 evaluation. These sites are identified as follows (see Figure 3):

- **Site 1:** Springston Rolleston Road, Rolleston (Cartright and Day)
- **Site 2:** 417 Springston Rolleston Road and 694-700 Selwyn Road (Hughes/Faringdon)
- **Site 3:** 614 Selwyn Road and Springston Rolleston Road (Long Vision/Acland Park)



Figure 3: Identified and Evaluated Sites

Given the relatively confined search area and the size of the land requirement, the three sites identified were further evaluated using the Stage 2 criteria. Stage 2 provides a score, from 0 to 5, for each of the 20 individual criterion. Once scored, the scores are totalled and this provides a ranking order.

Given the proximity of the sites, there were several common attributes. All three sites scored the same for 9 out of 20 individual criteria (a score of 5). The Stage 2 scoring matrix is shown in Table 1 below.

Table 1: Stage 2 Evaluation Matrix

Criteria	Site 1	Site 2	Site 3
Site acquisition costs	5	4	3
Ease of acquisition	0	1	1
Site size	5	5	5
Topography	5	5	5
School design potential	5	5	5
Position of the site in relation to relevant growth strategy	5	5	5
District Plan zone	2	3	4
Location within the proposed student catchment	4	5	5
Existing site constraints	4	5	3
Road frontage	1	3	3
Transport network	1	3	3
Infrastructure services	1	5	3.5
Geotechnical	4	5	5
Flooding	5	5	5
Contamination	3	4	4
Noise effects on any proposed school	5	5	5
Ecological impact	5	5	5
Cultural or other significance	5	5	5
Opportunities for co-location or shared facilities with other parties.	0	0	0
Social impact	5	5	5
Total	70	83	79.5
Ranking	3	1	2

Site 2 (Hughes/Faringdon) recorded the highest score, ranking it the preferred site. It scored slightly more than Site 3 due to its ability to provide additional road boundaries, and potentially a more straight-forward, and non-notified, designation path.

Approval to negotiate for the preferred site was given in February 2021 by the Head of Education Infrastructure Service (HEIS) (see Appendix 4).

Preferred Site

The preferred site is a 10.1 ha lot in its own title. It is generally flat, and will be delivered to the Ministry with four road boundaries. It is located in the south-eastern corner of a larger 35.56ha block of land owned by Hughes Developments Limited (HDL). The total block is currently zoned rural Inner Plains, but is subject to a current Plan Change (PC64) and has also been submitted as a project under the COVID-19 Recovery (Fast-Track Consenting) process.

The Fast-Track Consent was lodged on 1 June 2020. On 9th June, the EPA (Environmental Protection Authority) determined that the application complied with the Act¹ and it was referred to the Expert Consenting Panel (Panel) for processing and decision. It is considered highly likely that this project will be approved by the EPA, meaning that sub-division works can occur immediately.

The proposed site is illustrated in Figure 4 below.

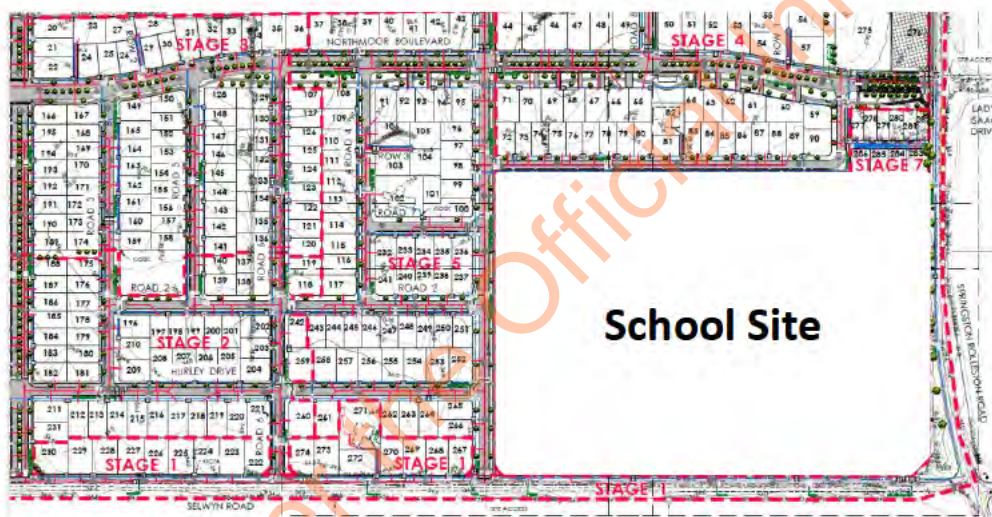


Figure 4: Proposed School Site

The initial build roll for this potential school was 1,200 with a master planned roll of 1,800, however, after discussions with SDC about the yields from the proposed plan changes that are within the infrastructure boundaries, SE&S consider EIS should work to a master planned roll of 2,500 students.

Due Diligence

Site Infrastructure

As the site is part of a larger site, the development of infrastructure including roading will be carried out immediately upon EPA approval. It is understood that roading/footpath work and services work along Selwyn Road is currently progressing. The Site will be negotiated with services to its boundaries and roading in place.

¹ COVID-19 Recovery (Fast Track Consenting) Act 2020

Three Waters – Tonkin and Taylor (T&T) – Simon Fryer, Team Leader – Christchurch Civil Engineering

There is existing waste water and potable water infrastructure already located within Springston Rolleston Road and Selwyn Road (existing roads). Reviewed plans for Road 1 and Hungerford Drive also illustrate planned infrastructure for waste water and potable water supply. There are two existing waste water laterals on the Selwyn Road boundary to service the site, however, connection could also be made from anywhere on the boundary.

Stormwater is not disposed of via a reticulated network for individual sites in Rolleston, but generally required to be disposed of to-ground and on-site. Due to the gravelly soils and depth to groundwater, on-site disposal is readily achievable.

The review of the services indicated that the site can be serviced appropriately and with sufficient capacity.

Geotechnical and Contamination (T&T – Kirsti Murahidy, Geotechnical Engineer and Paul Walker, Technical Director – Contaminated Land)

The site evaluation report states that Rolleston is generally underlain by alluvial gravels at shallow depths, with groundwater present at depths greater than 5m below the ground surface. The site falls within a 'rural and unmapped zone', however following the methods in the MBIE Guidance, the calculated liquefaction-related settlements indicate that the site would meet the Technical Category (TC) 1 criteria. Therefore, land damage induced by liquefaction is likely to be 'none to minor'.

Several site-specific contamination and geotechnical reports, commissioned by the developer, were provided to T&T specialists.

T&T have indicated that from a geotechnical perspective, the ground conditions at the site are "relatively favourable and suitably designed shallow foundations could be used for proposed one to two storey structures". The site does show some evidence of paleo (historic) drainage channels, which may have been infilled during historic earthworks/farming activities. T&T have recommended that the presence of these channels should be identified by trenching at inferred channel locations to help confirm the presence of buried topsoil or organic layers. Costs in the range of \$5,000-\$10,000 (excl GST) would be anticipated to complete the required level of investigation and data assessment. This work would be sufficient on-site geotechnical investigation to inform design.

Several Preliminary Site Investigation (PSI) reports and a Detailed Environmental Site Investigation (DSI) report carried out by ENGEO have been viewed by T&T. Hazardous Activities and Industries List (HAIL) activities have historically been associated with the larger site. T&T have confirmed that the specific HAIL activities were not located on the proposed school site, with one exception, which has been remediated to residential land use standards.

T&T note that pastoral agriculture in itself is not a HAIL activity (though sheep dips would be if present, but have not been identified on the site), and as such the previous ENGEO assessments have not assessed contaminants in soil across the wider pasture areas. Prior to school development, T&T recommend some further on-site samples of the 10.1ha site area would be beneficial to identify soil disposal options. This work is estimated to cost between \$6,000-\$12,000 and will be sufficient to inform design.

Transport and Access

The site was assessed by Abley's Ltd, transportation engineers/specialists. It will be well serviced by roading. The site has two existing road boundaries and will have two new roads (Road 1 and Hungerford Drive) on the other two boundaries. The new roading is to be delivered by HDL as part of the negotiated terms of the Memorandum of Agreement.

The site has easy access to both Selwyn Road and Springston Rolleston Road; the latter of which is considered a key route through Rolleston. Roadway cross-sections have been provided and illustrates a shared 2.5m footpath adjacent to the school boundary on both Road 1 and Hungerford Drive.

As part of the detailed site evaluations, feedback was sought from SDC planning and transportation staff to determine any issues of concern. A high-level discussion was had around the Selwyn Road/Springston Rolleston Road intersection, particular in relation to the establishment of a high traffic generating activity such as a school. There are no Council plans to upgrade this intersection although it is on the radar as an issue as Rolleston grows. The direct/potential effects of school traffic above and beyond those already anticipated has not yet been quantified 9(2)(j)

Site Shape and Size

This site is a regular rectangular shape and in its own 10.1ha title. The original Brief was for an optimum site size of 8-10ha. The “value” rationale for a site at the upper end of the size range is discussed later in this document. In addition to that “value” rationale, SE&S, have in consideration of the growing population and educational network requirements, nominated a number of additional education facilities that could be located on the site. These potential uses were then further categorised with a High, Medium or Low tag under two criteria: “impact on site size” and “certainty of being located on site”. Several uses provided “High” tags for both criteria, meaning that these uses outcomes will benefit from a site being this size. For example:

- *Bilingual Pathways (High impact on site size – High certainty of being required on this site)*
There are no specific bilingual pathways at secondary school level in the Selwyn District, and very limited pathways elsewhere in Canterbury. Rolleston is ideally placed to address this deficit. Where Te Reo Māori is taught as a curriculum subject, the location of the learning space(s) used for te reo Māori signals the value accorded to the language. It is important, therefore, that consideration is given to integrating the space with other learning spaces, and, Māori language learning space should be placed in a location that reflects the mana of the language.

Multi-purpose/cultural space used for cultural purposes, including hui space, marae, virtual marae, whare, fale and wharenuī, with the common theme of flexibility as a key requirement of that space. This space is used for tikanga practices. This space needs to be separate from toilets, kitchen etc. The whare is the heart of the school including the outside space (marae atea). The cultural significance of this physical space includes areas inside and outside.

- *Hangarau (Technology within Te Mārautanga o Aotearoa (Curriculum) High impact on site size – High certainty of being required on this site)*
Hangarau is the use of traditional knowledge passed down from the ancestors and wider scientific knowledge to design and create a process, a system, a device or an object for the purposes of completing a useful task. The aim of hangarau is to find ways for everyday tasks to be completed more easily, more efficiently and more sustainably. Hangarau is a creative endeavour.

Hangarau teaching spaces are specialist teaching spaces, they are used to teach curriculum areas such as food technology, and hard or soft materials. The physical space needs to be separate from kitchens/bathrooms etc. There is cultural significance inside and out of the space used.

Generally, specialist curriculum subjects are for learners from Year 7 upwards. Te Rōhutu Whio has been constructed to provide “mainstream” technology for schools in the district, but not designed to specifically deliver Hangarau.

- *Potential second campus of Lemonwood Grove (High impact on site size – Medium to High certainty of being required on this site)*

There is significant uncertainty regarding where future growth will occur in Rolleston, and the pace of development in Rolleston means that Education may be poorly placed to accommodate growth in (and changing needs for) education in the local area unless land is available to meet the needs of this rapidly growing community.

In response to what is known, SE&S has recently advised A&D that Lemonwood Grove is under significant space pressure. Stage two construction will provide this primary school with its master planned roll and is due for completion shortly but based on current network projections and, taking into account the location of the likely growth already discussed in this Business Case, there is the potential that a second campus of Lemonwood Grove will need to be established. This could be 200-300 students.

This proposed second site is in a location and of a size that could provide a space solution.

- Other uses that were listed by SE&S:
 - Special day school – Waitaha satellite (Medium space requirement / Medium certainty of requirement).
 - ORS Y19-21 Technology (High space requirement / Low to Medium certainty of being required at this site)
- Space for stormwater management (see above that stormwater management is managed on site).

A high-level bulk and location plan, illustrating the site is appropriate for education provision is in Appendix 5.

Flooding/ Hydrology

No flood risk implication for future development are envisaged.

Value Proposition

Initial discussions with HDL occurred based on the Ministry acquiring a 10.1ha block of land. Independent valuers were engaged in April 2021 by each party – Telfer Young for the Ministry and Colliers for HDL. They were provided with the same instruction: to value a 10.1ha block of land in accordance with the Public Works Act, with roading and services to the boundary.

Telfer Young provided an adopted value of \$18.420 million (plus GST if any), with Colliers providing a range of between \$19-21 million, with an adopted value of \$20.125 million (plus GST if any). Aspects upon which the valuers differed were deferred sale period and comparable lot values. 9(2)(b)(ii)

HDL have agreed in principal to a compensation amount of \$20 million 9(2)(b)(ii)

Included in the purchase price will be a 10.1ha site with two new roads (Road 1 and Hungerford Drive) and appropriate services.

Telfer Young has advised that since valuation in April, average prices have (conservatively) increased by \$30,000/section. If the valuations were carried out today, this would mean a potential uplift in value of the 10.1ha site of \$3 million. It is important, therefore, to progress this acquisition as quickly as possible to avoid the need to seek updated (or new) valuations.

A site of 8ha was discussed with HDL, however, HDL were adamant they would not willingly sell an 8ha block from the 10.1ha site already in its own title. Had the Ministry looked to acquire 8ha, this partial acquisition

would have left 2.18ha in the ownership of HDL. It would be very likely that residual block would be subject to injurious affection, with additional compensation payable for loss of development efficiency.

Notice of Requirement

Pending approval to acquire the preferred site, the Ministry will commence preparation for a Notice of Requirement for Designation (NoR). This will ensure the Ministry's interests are protected within the Selwyn District Plan and provide the appropriate planning conditions for the construction and on-going operation for educational use. A clause in the sale and purchase agreement will prevent HDL from opposing the NoR.

Funds to complete a NoR are being sought through this Business Case.

Funding

Project Costs

Seed funding of \$113,000 was allocated in October 2019 to investigate potential site options, begin negotiations and carry out valuation work. As very little of this funding is left, A&D would usually submit a further seed funding request to cover any further due diligence and additional consultant fees expected to acquire this site. As timing is critical to ensure the land is acquired for \$20 million, this funding is included along with other required funding as part of this Business Case request.

It is expected that this funding will be spent with the next 12 months (within the 2021/22 financial year). Additional funding of \$21,210,000 is now sought to complete the acquisition and designation of the site. This includes contingency on estimated costs in line with previous business case funding submissions, A breakdown of this cost is detailed below:

Rolleston Secondary Second Site	
Purchase price of subject site (compensation amount)	\$20,000,000
1% contingency on purchase price	\$200,000
Additional compensation payments (section 72 PWA)	\$25,000
Disturbance payments (section 66 PWA) (Est)	\$70,000
Consultants costs (due diligence and incidental consultant fees Est)	\$60,000
Consultant costs for NoR and Council processing costs (Est)	\$200,000
Total costs	\$20,555,000
10% contingency on <u>estimated</u> costs	\$33,000
Internal financial services costs of 3% of project cost	\$617,640
Total Project Sought	\$21,205,640
Total Funding Sought (Rounded)	\$21,210,000

Benefits of the Project

1. The funding will ensure that the preferred site can be acquired for Education Purposes.

- Through the provision of a new school in the area (subject to funding and approvals) the Ministry will be able to deliver a required educational property asset to the school network.

Scope of Works

- Conclude the terms of the Public Works Act Memorandum of Agreement through negotiation with the owner of the Site, using Land Information New Zealand accredited suppliers. A&D are in negotiations with the owner with an agreement in principal of \$20 million for a 10.1ha site, with roading and services to the boundary.
- Complete a NoR for the selected site, using planners and other specialist consultants where required.

2.2 Investment Objectives

Investment Objective	Comment
Site acquisition and designation	Facilitate the Ministry's ability to deliver state education to a growing population are in accordance with SES instructions.
Sustainable Portfolio	Will improve access to education in an area of high demand Opportunity to create a more environmentally sustainable asset through smarter design and efficient operation on a smaller site footprint Optimise long term social, environmental and economic benefits

3. The Economic Case

3.1 Estimated Cost

Project Costs

The baseline funding required for the project is summarised below:

Description	Amount \$ (excl. GST)
Total funding already approved	\$113,000
Baseline funding required (major infrastructure)	\$21,210,000
Total Capital Funding	\$21,323,000

3.2 Summary of Cash Flow

The Preliminary Cash-flow forecast is anticipated for the following years:

	2020/2021	2021/22	Total Period
Seed funding	\$113,000		\$113,000
Purchase Price including contingency		\$20,200,000	\$20,200,000
Additional compensation payments (section 72 PWA)		\$25,000	\$25,000
Disturbance payments (section 66 PWA) (Est)		\$70,000	\$70,000
Consultants costs (due diligence and incidental consultant fees Est)		\$60,000	\$60,000
Consultant costs for NoR and Council processing costs (Est)		\$200,000	\$200,000
Contingency on <u>estimated</u> costs		\$33,000	\$33,000
Internal financial services costs (3% of project cost)		\$617,640	\$617,640
Total Baseline	\$113,000	\$21,205,640	\$21,318,640

4. The Management Case

4.1 Procurement Process

The Property Group (TPG) has been engaged directly to undertake the acquisition of the site. A&D will approach the market to select a suitable consultant to prepare the NoR. The compensation that the Ministry/Crown pays for the land is governed by independent valuation advice. The agreed in principle amount of \$20 million (plus GST if any) with roading and services to the boundary can be supported by the independent valuers and TPG in their report, under the Public Works Act to LINZ.

The valuations have been on a “plus GST if any” basis, however, the MoA includes a clause that the parties agree that the transaction is “zero rated by virtue of Section 11(1) (mb) of the GST Act.”

Until such time as negotiations are concluded the key milestones detailed below are estimates only:

Milestones	Completion Date
Business Case Approved (HEIS)	August 2021
Acquisition Negotiations Concluded	End August 2021
Sale and Purchase agreement approved (HEIS)	Early September 2021
LINZ Approval of agreement	End September 2021
Settlement of land	October 2021
Designation Completed	March 2022

4.2 Risk Register

This Report identifies the risks that could occur during the project, consequences that these risks might have on the project and mitigation measures to eliminate or reduce the probability of the risk impacting on the project. The project risks include:

Identified Risk	Impact on Project	Proposed Mitigation Plan
Inability to secure the land	Lost opportunity to acquire a developable piece of land in a desirable location to offset growth impacts on existing education assets and network. Delay to opening of new education facility. Could lead to increase in new housing density on the land and place more pressure on the existing assets.	Acquire and designate the site before the opportunity is lost
Owner refuses to sell	Delay to new schools programme and accommodation pressure on network	Owner has indicated his willingness to sell a 10.1ha titled block but unwilling to sell an 8ha block. If the Owner alters their position, there are extremely limited alternative site opportunities still available within the private sector's land holdings. One alternative is too far progressed to be considered an option. The Ministry may elect to use s18 of the PWA (compulsory acquisition)

		to secure the site. This would, however, delay acquisition.
LINZ does not approve agreement	Site cannot be acquired at this time	Redraft of agreement and/or TAA Report - risk is low.
Designation delays	Works cannot commence on site in accordance with programme or will require resource consents through council to enable works to progress without the designation in place.	Prior to lodging the notice of requirement extensive work has been done to identify and address any issues the public are likely to raise.
		Communicate with Council requesting expediency and responding in a timely manner to any requests for further information from Council.
		Early engagement has been had with Council who are aware of this project.
		Review programme with SES.

5. Supporting Documentation

1. Appendix 1 - Network Brief
2. Appendix 2 – Network Memorandum (bringing date forward)
3. Appendix 3 – Planning Context
4. Appendix 4 – Approval to Negotiate
5. Appendix 5 – Bulk and Location

Memorandum of Agreement Pursuant to the Public Works Act 1981

File Reference: CPC/2021/21822

Date:

(This agreement will be dated once signed by the Crown)

Between: Her Majesty The Queen for Education Purposes ("the Crown")

And: Hughes Developments Limited ("the Owner")

Background

- A. The Owner is the registered owner of the Owner's Land.
- B. The Owner is the freehold owner of land located in Farrington West Village, Rolleston, within the district of the Council.
- C. The Crown wishes to acquire the Required Land for Education Purposes.
- D. To facilitate the Crown's acquisition of the Required Land, the Owner:
 - (i) offers to sell the Required Land to the Crown for Education Purposes; and
 - (ii) has agreed to complete the Owner Works in accordance with the terms of this Agreement.
- E. The parties have entered into this Agreement to set out their respective obligations regarding the Required Land.

Agreement

1. The Owner offers to sell the Required Land to the Crown for Education Purposes for the Compensation free from all leases and tenancies and discharged from all encumbrances and interests, on and subject to the conditions set out in the Schedules to this Agreement.
2. The Owner agrees to:
 - (a) execute a transfer instrument in respect of the Required Land or alternatively at the option of the Crown the Owner agrees to the Required Land being acquired by Proclamation or Declaration under the PWA; and to
 - (b) accept the Compensation together with the other payments detailed in the Schedule/s to this Agreement in full and final settlement of all claims under the PWA.
3. The Owner acknowledges the Crown may retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the Compensation to release the Required Land from all encumbrances securing money.
4. The Owner further agrees to carry out the Owner Works and to comply with the requirements set out in the Schedules.


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5. This Agreement is not binding on the Crown until signed on behalf of the Crown.


Signed for and on behalf of

Hughes Developments Limited

by two directors:



Director



Director

I accept the above offer to sell:

Signed by:

Signature of Authorised Officer

Name of Authorised Officer

For and on behalf of Her Majesty the Queen and acting pursuant to delegated authority from the Chief Executive of Toitū Te Whenua Land Information New Zealand pursuant to Clause 2 of Schedule 6 of the Public Service Act 2020

Released Under the Official Information Act

Schedule A: Definitions

1. Interpretation


In this Agreement, unless the context indicates otherwise:

- (a) **"Access Roads"** mean the roads shown highlighted in orange in Schedule G on the Roding Plan and to be formed by the Owner as part of the Owner Works;
- (b) **"Additional Compensation"** means the compensation payable to the Owner pursuant to section 72C PWA, being the amount set out in clause 5 of Schedule D;
- (c) **"Agreement"** means this agreement and includes all Schedules, appendices and attachments together with any written variation to this Agreement signed by or on behalf of both parties;
- (d) **"Certificate of Practical Completion"** means a certificate signed by the Owner's Engineer certifying the Practical Completion of the Owner Works, or a specified portion of the Owner Works, as the case may be;
- (e) **"Compensation"** means \$20,000,000.00 plus GST (if any), the compensation assessed pursuant to sections 60 and 62 PWA and payable to the Owner for the Required Land;
- (f) **"Compensation Certificate"**: means the compensation certificate that the Crown is authorised to register against the RT to the Owner's Land pursuant to section 19(1) PWA;
- (g) **"Council"** means Selwyn District Council;
- (h) **"Crown"** means Her Majesty the Queen for Education Purposes;
- (i) **"DP 557037"** means Deposited Plan 557037 attached to this Agreement at Schedule E;
- (j) **"GST Act"** means the Goods and Services Tax Act 1985;
- (k) **"LTA"** means the Land Transfer Act 2017 and all amendments;
- (l) **"Land Transfer Plan"** means a survey plan prepared pursuant to the LTA;
- (m) **"Maximum Repayment Amount"** means the sum of \$19,000,000.00;
- (n) **"Ministry"**: means the Ministry of Education;
- (o) **"Owner's Engineer"** means the engineer appointed by the Owner to supervise and manage the carrying out of the Owner Works for and on behalf of the Owner;
- (p) **"Owner's Land"** means an estate of freehold in possession in all that land being:
 - (i) 10.1837 hectares more or less being Lot 1000 DP 557037 and being all of the land held in RT 977880;
 - (ii) 11.7932 hectares more or less being Lot 1001 DP 557037 and being all of the land held in RT 977881;
- (q) **"Owner's Solicitor"** means Parry Field Lawyers, Tim Rankin.
- (r) **"Owner Works"** means the works set out in Schedule F to this Agreement;

- (s) **"Owner Works Notice"** means the Crown's written notice to the Owner giving the Crown, after the expiry of 5 working days from the date of service of such notice, the right to carry on and complete those parts of the Owner Works specified in the notice;
- (t) **"Practical Completion"** means completion of Owner Works in accordance with the specifications and plans described or referred to in Schedule F and the requirements of this Agreement so that such work is fully operational, and completed to the standard required by any Relevant Authority, and includes, where applicable, the vesting of the Access Roads in the Relevant Authority pursuant to section 238 RMA;
- (u) **"PWA"** means the Public Works Act 1981;
- (v) **"Relevant Authority"** means any body, or corporation, or any municipal government or statutory or non-statutory authority or body having authority or jurisdiction over the Required Land or the balance of the Owner's Land;
- (w) **"Required Land"** means that part of the Owner's Land comprising 10.1837 hectares more or less being Lot 1000 DP 557037 and being all of the land held in RT 977880;
- (x) **"RT"** means a record of title to land, as provided in the LTA;
- (y) **"RWT"** means Resident Withholding Tax;
- (z) **"Retention Sum"** means the sum of \$1,000,000.00;
- (aa) **"RMA"** means the Resource Management Act 1991 and all amendments;
- (bb) **"Roading Plan"** means the plan attached to this Agreement at Schedule G;
- (cc) **"Settlement Date"** means the date described in clause 6 of Schedule D;
- (dd) **"Toitū Te Whenua LINZ"** means Toitū Te Whenua Land Information New Zealand;
- (ee) **"working day"** has the meaning ascribed to it by Section 2 PWA; in addition, a working day shall be deemed to commence at 9.00 am and terminate at 5.00 pm;
2. **Defined Expressions:** expressions defined in the main body of this Agreement have the defined meaning in the whole of this Agreement including the background and the schedules;
3. **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect this Agreement's interpretation;
4. **Joint and Several Obligations:** where two or more persons are bound by a provision in this Agreement, that provision will bind those persons jointly and each of them severally;
5. **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
6. **Parties:** references to parties are references to parties to this Agreement and include each party's executors, administrators and successors;
7. **Persons:** references to persons include references to individuals, companies, partnerships, associations, trusts, government departments, statutory corporations and local authorities in each case whether or not having separate legal personality;
8. **Plural and Singular:** singular words include the plural and vice versa;

9. Schedule: the Schedules and their contents have the same effect as if set out in the body of this Agreement;
10. Clauses and Schedules: references to sections, clauses and schedules are references to clauses and schedules of this Agreement;
11. Statutes and Regulations: references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statutory consolidations, re-enactments or otherwise; and
12. References to the Crown include the Ministry where the context requires, and vice versa.

Released Under the Official Information Act

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Schedule B: Conditions Precedent

1. This Agreement is conditional upon the Crown notifying the Owner (in writing) that it has:
 - (a) obtained the joint approvals of the Ministry and the Minister of Finance to the acquisition of the Required Land and the approval of funding adequate to complete the acquisition of the Required Land by the Crown; and
 - (b) completed a due diligence investigation of the Required Land and satisfied itself (in its sole discretion) that the Required Land is suitable for the Crown's requirements and the use to which the Crown intends to put it;

within one 1 month from the date of this Agreement, or within such extended period of time as the parties may agree in writing.

2. In the event the conditions contained in clause 1 of this Schedule B are not satisfied by the due date (or any extended date for satisfaction of those conditions), and the Crown has not given notice to the Owner waiving performance of the said conditions then either party will be entitled to cancel this Agreement by notice in writing to the other party, (such notice to be effective immediately), following which this Agreement will be at an end and neither party will have a claim against the other.
3. The conditions contained in clause 1 of this Schedule B have been inserted for the sole benefit of the Crown, and the satisfaction of each of the conditions will be at the sole and absolute discretion of the Crown and the Crown will not be obliged to provide any reason to the Owner for the non-satisfaction of either or both conditions.
4. The Crown's due diligence investigation referred to in clause 1(b) of this Schedule B, will include, but is not limited to:
 - (a) On-site geo-technical, engineering, hazard and contamination investigations which may include drilling boreholes on the Required Land;
 - (b) Investigations as to title, any encumbrances, outstanding requirements or requisitions, zoning or land use matters, traffic management issues and statutory or regulatory requirements affecting the Required Land; and
 - (c) Consideration of any and all other issues as may be considered appropriate by the Crown to satisfy itself in its absolute discretion as to the Required Land's viability and/or feasibility for development and use for the Crown's purposes.
5. The Owner will permit the Crown, its agents, and contractors (with or without machinery, vehicles or equipment) to enter the Required Land at any time of day after the date of this Agreement to undertake any of the investigations described in clause 4 of this Schedule B, provided that:
 - (a) not less than forty-eight (48) hours' prior notice is given to the Owner; and,
 - (b) the Crown will have its own health and safety policies or requirements in place which will be complied with by its agents or contractors; and,
 - (c) the Crown cooperates with the reasonable requirements of the Owner regarding access and the Crown or its agents and/or contractors comply with the Owner's health and safety policies or requirements or the health and safety policies or requirements of the Owner's contractors working on or in the vicinity of the Required Land; and,

- (d) any damage or disturbance to the Required Land or neighbouring land caused by the Crown or its agents or contractors while on or accessing the Required Land will be reinstated at the cost of the Crown to a condition not worse than existing immediately prior to entry being made by the Crown (or its agents or contractors), provided however that if the Crown confirms the conditions in clause 1 of this Schedule B satisfied (or waived) the Crown will not be required to comply with the reinstatement obligation contained in this clause 5(d) except where the damage unduly affects the carrying out of the Owner Works or affects any neighbouring land.
6. Where the Crown elects to cancel this Agreement, any deposit paid by the Crown (if any) shall be immediately and fully repaid by the Owner to the Crown without deduction or setoff and the Agreement shall be deemed at an end on and from the date of service of the Crown's notice but without prejudice to either party's rights in respect of any antecedent breach.

Released Under the Official Information Act

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Schedule C: Provisions relating to the transfer or declaration of the Required Land

Transfer of the Required Land

1. To facilitate the transfer of the Required Land to the Crown, the Crown's solicitor will, a reasonable time before the Settlement Date:
 - (a) create a Landonline Workspace for the transaction;
 - (b) notify the Owner's Solicitor of the dealing number allocated by Toitū Te Whenua LINZ;
 - (c) prepare in that workspace a transfer instrument in respect of the Required Land;
 - (d) lodge in the Landonline Workspace the tax information contained in the Crown's tax statement;
 - (e) sign and certify the transfer instrument; and
 - (f) following completion of the Owner's Solicitor's obligations in clause 2 of this Schedule C, submit the dealing for registration.
2. The Owner will procure that the Owner's Solicitor will, a reasonable time before the Settlement Date:
 - (a) prepare, certify, sign and pre-validate in the Landonline Workspace created under clause 1 of this Schedule C, the transfer instrument and all other electronic instruments required to confer clear and unencumbered title on the Crown in terms of the Owner's obligations under this Agreement;
 - (b) lodge in the Landonline Workspace the tax information contained in the Owner's tax statement; and
 - (c) release the same on the Settlement Date so that the Crown's solicitor can then submit the dealing immediately afterwards for registration.
3. For the purposes of clause 1 and clause 22 of this Schedule C the terms "tax information" and "tax statement" have the meanings ascribed to them by the LTA.

Access Roads

4. Notwithstanding anything in clauses 1 to 3 (inclusive) of this Schedule C if, following the satisfaction or waiver (as the case may be) of the conditions contained in Schedule B to this Agreement, if:
 - (a) the Owner has not arranged for the vesting of the Access Roads within two years of the Settlement Date; or
 - (b) the Owner goes into liquidation or receivership, or becomes insolvent at any time before the Settlement Date; and/or before the vesting of the Access Roads; or
 - (c) the Crown has served an Owner's Work Notice on the Owner,

the Crown may, at its discretion:

- (d) take the Required Land by Declaration under Section 20 PWA (if the Settlement Date has not yet occurred) and/or
 - (e) survey the Access Roads or such part as is applicable; and deal with the Access Roads in the manner set out in clause 5 of this Schedule C.
5. If clause 4 of this Schedule C applies the Crown may (at the Crown's discretion):
- (a) take, pursuant to section 28 PWA a right of way over the Access Roads, such right of way to be appurtenant to the Required Land and to contain the rights and powers applicable to rights of way set out in the Fifth Schedule to the Land Transfer Regulations 2018, and the rights and powers contained in the Fifth Schedule to the Property Law Act 2007; or
 - (b) procure the declaration of the Access Roads, vested in the Council pursuant to section 114 PWA. For the purposes of Section 114 PWA the Owner specifically and irrevocably consents to the Access Roads being declared road and vested in the Council.

Costs

6. Any costs, expenses, and losses, including all survey and legalisation costs incurred or suffered by the Crown as a result of the Crown carrying out any of the actions outlined in clauses 4 and 5 of this Schedule C, will be payable by the Owner to the Crown upon demand.

Schedule D: Conditions special to this transaction

Owner to Pass Good and Clear Title

1. The Owner agrees to provide to the Crown a good and clear title to the Required Land. The Owner shall, as soon as possible after the date of this Agreement and in any event no later than 10 working days prior to settlement (and as a prerequisite to settlement) ensure that it provides the Crown with all documents of consent by/from persons with a registered or unregistered interest in the Required Land and where necessary with instruments, in executed and registerable form, to pass such good and clear title to the Crown.
2. Where the Owner is unable to comply with the obligations set out in clause 1 of this Schedule D the Crown may, in its sole discretion, elect by notice in writing to the Owner to cancel this Agreement or, alternatively, may elect to proceed with settlement but retaining such portion of the Compensation as is required to be paid to the persons so entitled in order to release the Required Land from all such registered or unregistered interests in the Required Land in order to pass good and clear title to the Crown. Where the Crown elects to cancel this Agreement in accordance with this clause any deposit paid by the Crown (if any) shall be immediately and fully repaid by the Owner to the Crown without deduction or setoff and the Agreement shall be deemed at an end on and from the date of service of the Crown's notice but without prejudice to either party's rights in respect of any antecedent breach.

Compensation Certificate

3. Following satisfaction or waiver of the conditions in Schedule B and Schedule C of this Agreement:
 - (a) The Crown will be entitled to protect the Crown's interest in the Required Land and the Access Roads by registering a Compensation Certificate against the RT for the Required Land and the Access Roads. The Crown will prepare the Compensation Certificate and forward it for registration in Landonline as soon as practicable following the satisfaction (or waiver, as the case may be) of the conditions referred to above; and
 - (b) If the Owner requires the Compensation Certificate to be partially withdrawn in respect of any subdivision of the balance of the Owner's Land (excluding the Required Land and the Access Roads) the Crown will, at its cost, provide a partial withdrawal on request and without delay. On each occasion a request is made the Owner must provide an approved Land Transfer Plan of the area in respect of which the Compensation Certificate is to be withdrawn (it being acknowledged that the Owner's Land is to be developed in stages and the Owner may make multiple requests).

Compensation

4. The parties acknowledge and agree that the Compensation has been agreed on the basis that:
 - (a) the parties are a willing seller and a willing buyer;
 - (b) the Owner has completed the Owner Works outlined in Schedule F.

Additional Compensation

5. In addition to the Compensation, the Crown will pay to the Owner the sum of \$25,000.00 by way of Additional Compensation. The Additional Compensation is not subject to the imposition of GST. The Crown will pay the Additional Compensation to the Owner in the manner described in clause 7.



Settlement

6. The Settlement Date will be 10 Working Days after the later of:
- (a) the date the last of the conditions referred to in Schedule B have been satisfied or waived (by notice in writing given to the relevant party/ies); and
 - (b) the date the Compensation Certificate referred to in clause 3(a) of this Schedule D has been registered in accordance with the requirements of that clause; and
 - (c) the date that the Owner is able to comply with its obligations in clause 1 of Schedule D of this Agreement; or
 - (d) if the Crown elects to take by declaration, the Settlement Date will be 14 days from the date of the publication of the Declaration acquiring the Required Land for Education Purposes in the New Zealand Gazette;
- or on such earlier date as the parties agree in writing (**Settlement Date**).
7. On the Settlement Date (subject to clause 10(f) of Schedule D):
- (a) vacant possession of the Required Land is to be given to the Crown,
 - (b) the risk in the Required Land passes to the Crown;
 - (c) at the Crown's sole discretion, the Crown will pay (if demanded) directly to the persons entitled, the whole or a portion of the Compensation, to release the Required Land from encumbrances securing money in accordance with the statements provided to the Crown under clause 8(b) of Schedule D; or alternatively (at the Crown's option) the Owner will pay such amounts, on undertakings to do so addressed to the Crown; and
 - (d) the Crown will pay to the Owner the Compensation and the Additional Compensation (or the balances of the same if any payments have been made under clause 7(c) of Schedule D) subject to the Crown's holding of the Retention Sum.
8. A reasonable time before the Settlement Date the Owner will procure the Owner's solicitor to provide to the Crown:
- (a) a settlement statement setting out the Compensation, the Additional Compensation, any rates or other outgoings to be apportioned, and the Owner's GST number;
 - (b) copies of statements signed by any mortgagee, or any encumbrancee of any other encumbrance (including land charges) securing money setting out the amount/s required to be paid to it in discharge or reduction of the debt;
 - (c) an undertaking from such mortgagee(s) / encumbrance(s) and/or its solicitor (as required by the Crown and if necessary in favour of the Crown) to release any such mortgage or encumbrance (including land charges) securing money upon payment of the stated amount in the statements provided in clause 8(b) of Schedule D, provided however that the total aggregate amount required to release any such mortgage or encumbrance (including land charges) from the Required Land must not exceed the Maximum Repayment Amount. In such case the Owner must, as a precondition of settlement, procure from the relevant mortgagee(s) or encumbrance(s) a release or an undertaking to release all such encumbrances securing money from the Required Land regardless of any shortfall in payment between the Maximum Repayment Amount and the actual total aggregate amount of the debt.; and

- (d) an undertaking from the Owner's Solicitor, in favour of the Crown, to use the whole or a portion of the Compensation (minus the Retention Sum) and any additional Owner funds required to pay the amounts set out in the statements provided in clause 8(b) of Schedule D to release the Required Land from all mortgages/encumbrances securing money on the Settlement Date.
9. The Owner acknowledges and agrees that Crown will tender settlement by way of an electronic transfer of funds drawn on the account of the Ministry (or the Ministry's Solicitor's trust account), or such other manner as is acceptable to the Owner and agreed by the Crown prior to Settlement Date.

Retention of Funds

10. The Crown will retain the Retention Sum from the monies paid by the Crown to the Owner under clause 7(d) of this Schedule D in the Crown's Solicitor's trust account for the benefit of both the Owner and the Crown. The parties authorise the Crown's Solicitor to hold the Retention Sum as stakeholder, and on trust for the Owner and the Crown on the following terms and conditions:

- (a) the Retention Sum is to be promptly invested by the Crown's Solicitor, as stakeholder, in an interest bearing trust account established in the name of Crown's Solicitor, as stakeholder, with sufficient reference to the names of the Owner and the Crown for that stakeholder account to be clearly distinguished from other investments held by the Crown's Solicitor. The relevant stakeholder account will be held with a bank and on terms as the Crown's Solicitor determines, but in any event, with a bank registered under the Reserve Bank of New Zealand Act 1989.
- (b) the Crown's Solicitor will not release the Retention Sum except as provided in clauses 11 to 13 (inclusive), and clauses 38 to 40 (inclusive) of this Schedule D;
- (c) unless otherwise specified in this Agreement, net interest earned on the Retention Sum while it is held in the stakeholder account will be paid to the Owner on release of all or any part of the Retention Sum under clause 11 of this Schedule D
- (d) the Owner and the Crown agree (for the benefit of the Crown's Solicitor, as stakeholder) that the Crown's Solicitor will not be liable to any person by reason of any delay in investing or accounting for the Retention Sum, or any failure on the part of any bank, or any costs deducted by any bank for handling the deposit or any interest earned on the deposits.
- (e) RWT will be deducted from the interest accrued on the Retention Sum at such rate or rates determined or required by the Inland Revenue Department from time to time. During the period the Crown's Solicitor, as stakeholder, holds the Retention Sum, the Owner will be liable to pay all RWT payable in respect of the interest accrued on the Retention Sum. The Owner and Crown both irrevocably and unconditionally authorise the Crown's Solicitor, as stakeholder, to pay the RWT on behalf of the Owner by deduction from time to time on the interest accrued on the Retention Sum.
- (f) the Crown must, as a condition of settlement, provide an irrevocable written undertaking that it has instructed the Crown's solicitor to hold the:
- (i) Retention Sum in accordance with this Clause 10, and to pay it only in accordance with clauses 11 to 13 (inclusive), and clauses 38 to 40 (inclusive) of this Schedule D; and

11. On the expiry of 10 working days from receipt by the Crown of a satisfactory Certificate of Practical Completion from the Owner in respect to the particular portion of the Owner Works (as provided under clause 32(b) of this Schedule D), the corresponding portion of the Retention Sum as set out in Schedule F may be released by the Crown's Solicitor to the Owner (including interest less RWT and commission).
12. If the Crown disputes the release of any part of the Retention Sum, the Crown must notify the Owner to that effect within 5 working days of receipt of the Certificate of Practical Completion in respect of that particular portion of the Owner Works, in which case the payment of the relevant portion of the Retention Sum is to be withheld matter is to be referred to dispute resolution under clauses 69 to 72 (inclusive) of this Schedule D and payment of the relevant portion of the Retention Sum is to be withheld pending resolution.
13. If the Owner is put into liquidation or receivership or becomes insolvent before the legal transfer of the Required Land to the Crown (as provided in Schedule C to this Agreement) then upon the written request of the Crown the Crown's solicitor will release to the Crown such of the Retention Sum as the Crown's solicitor is then holding together with any accrued interest, less RWT.

Rates, and Other Outgoings

14. Outgoings and incomings in respect of the Required Land (including any rates, water rates and utilities charges (if applicable) up to and including the Settlement Date are the responsibility of, and belong to, the Owner.
15. The parties acknowledge that rates in relation to the Required Land have been struck by the local authority. Rates in respect of the Required Land will be apportioned to the end of the then current rating year (ending on 30 June in any year) on the Settlement Date on a pro rata basis.
16. The Crown will forward notice to the relevant territorial local authorities advising of the change of owner of the Required Land following the legal transfer of the Required Land (by memorandum of transfer or declaration) to the Crown.

Other Payments and Reimbursements

17. The Crown will reimburse the Owner's reasonable legal and valuation costs incurred in the negotiation and settlement of this Agreement, on production of accounts or receipts in accordance with the provisions of Section 66(1)(a)(ii) of the PWA.
18. The Owner acknowledges that the disturbance payments payable in accordance with clause 17 of this Schedule D are part of the total entitlement payable under this Agreement and are in addition to the Compensation. The Owner must provide a tax invoice with respect to such payments in accordance with Section 24 of the GST Act.

GST

19. The parties agree that the supplies made pursuant to this Agreement are subject to the provisions of the GST Act and zero rated by virtue of Section 11(1) (mb) of the GST Act.
20. The Owner warrants that it is a registered person as required by the GST Act and will still be a registered person at the Settlement Date.
21. The Crown warrants that:
 - (a) it is a registered person as required by the GST Act:

- (b) it is acquiring the Required Land for the purpose of making taxable supplies; and
- (c) the Required Land will not be used as a principal place of residence,

and the warranties provided in this clause 21 will also be the Crown's intention at the Settlement Date.

22. Each party reserves its rights to seek compensation from the other party and reserves all its remedies at common law and equity if the other party breaches any warranty granted in clauses 20 and 21 of this Schedule D.

Construction of the Owner Works

23. The parties acknowledge that the Owner has agreed to carry out and complete the Owner Works. If the Owner requires access to the Required Land following the Settlement Date in order to carry out and complete the Owner Works, the Crown will permit the Owner, its agents, and contractors to enter the Required Land on the following conditions:

- (a) the Owner will give the Crown not less than 5 Working Days prior written notice the date which it requires access;
- (b) the Owner will have its own health and safety policies and requirements in place, which will be complied with by the Owner, its agents and contractors;
- (c) the Owner will comply with the Crown's access requirements, and health and safety policies or requirements, and will procure that its agents and contractors comply with the same. The Owner will notify the Ministry and Crown immediately if the Owner becomes aware of any hazard or risk on the Required Land, or in the vicinity of the Required Land, which might or have the potential to harm any person;
- (d) the Owner will make good (at its cost) any damage or disturbance to the Required Land caused by the Owner or its agents or contractors;
- (e) the Owner will ensure that it does not cause the presence of any Contaminants (as that term is defined in the RMA) on the Required Land when constructing the Owner Works;
- (f) the Owner will maintain, until completion of the Owner Works, a public liability insurance policy for an amount not less than \$1,000,000 and is to supply the Crown with satisfactory evidence of such insurance.

24. The Owner is to carry out and complete (or procure its contractors to carry out and complete) Owner Works at the sole cost of the Owner, and in accordance with:

- (a) Any specifications outlined in Schedule F;
- (b) All the applicable requirements of the Relevant Authority and in accordance with all reasonable requirements of the relevant network or utility operators;
- (c) All necessary requirements, consents and approvals required in respect of the creation and construction of the Owner Works and in compliance with all appropriate laws, by-laws and regulations;
- (d) All satisfactory and professional standards using recognised applicable "current industry standards" methods and completed using a reputable and appropriately qualified contractor as reasonably applicable to the nature of the works; and

- (e) The requirements and time frames set out in Schedule F, provided that Practical Completion of the Owner Works may be delayed as a result of the operation of clause 6 of this Schedule D.
25. The Owner may make any variations and alterations to the specifications for the Owner Works or any specified part with Crown's prior written consent, which the Crown will provide where the Crown is satisfied (acting reasonably):
- (a) that the Owner can demonstrate that such variation or alteration is not likely to cause any delay to the completion of construction of the Owner Works, or any specified part; and
 - (b) the Owner will meet any increase to the cost of completion of the construction of any variation or alteration to the Owner Works, or any specified part; and
 - (c) such variation or alteration adheres to and preserves the quality and standard of the Owner Works or any specified part, as described in Schedule F.
26. Any variation required or agreed by a Relevant Authority or that has the effect of resulting in a higher or improved specification of the Owner Works or any specified part will not require the consent of the Crown if the variation does not cause a delay to the completion to the Owner Works or any specified part.
27. The Crown may give consent to any other variation or alteration to the specifications for the Owner Works, even if that variation or alteration does cause a delay to the completion of the Owner Works, or any specified part. In such case, the Crown may at its option grant an extension of time for completion of construction of the Owner Works, or any specified part provided that such extension will be automatically granted by the length of time of the delay if the need to vary the specifications to the Owner Works or any specified part could not have been reasonably foreseen by either party at the date of this Agreement.
28. The Owner will keep the Crown informed as to the carrying out and completion of the Owner Works on a milestone basis as set out in Schedule F to this Agreement and otherwise as may be reasonably requested by the Crown. The Owner will additionally advise the Crown with all expediency of any delays in construction of any part of the Owner works that arise, regardless of whether those delays are beyond the control of the Owner. In respect of any such delay, the Crown may, at its entire discretion, grant an extension of time for completion of the Owner Works for such period as it deems appropriate.
29. The Owner will throughout the course of construction of the Owner Works, ensure that the contractor for each separable portion the Owner Works maintains a contractors' all risk policy in respect of that particular portion of the Owner Works and will supply the Crown with satisfactory evidence of such insurance.
30. The Owner indemnifies the Crown against any liability for which the Crown becomes liable for any loss, damage, cost, expense or charges incurred by the Crown and any proceedings, actions, claims, demands, or other process in any jurisdiction against the Crown which arise directly or indirectly out of the Owner Works, unless such liability is solely attributable to any act or omission of the Crown, its agents, servants or contractors in relation to the Required Land.
31. On completion of construction of each separable portion of Owner Works (as listed in Schedule F to this Agreement), the Owner will instruct the Owner's Engineer to inspect that work and if in order for the Owner's Engineer to do so and the Owner's Engineer considers that Practical Completion has been achieved, to sign a Certificate of Practical Completion of that work.

32. On the Owner's receipt of a signed Certificate of Practical Completion, the Owner must promptly:
- (a) provide the Relevant Authority with as built plans (where relevant) for the portion of the Owner Works covered by the Certificate of Practical Completion; and
 - (b) forward a copy of the Certificate of Practical Completion to the Crown, together with confirmation that the Owner is to provide or has provided the Relevant Authority with as-built plans (where relevant) covered by the Certificate of Practical Completion.
33. The Owner will instruct the Owner's Engineer to act impartially between the parties in making any decision or determination or giving any certification pursuant to this Agreement and will ensure that the Owner's Engineer signs a deed of covenant in favour of the Crown, in the form attached as Schedule H and provides the same to the Crown contemporaneously with this Agreement signed by the Owner.
34. The Owner will be responsible until the expiry of the defects liability period as specified in the construction contracts for each portion of the Owner Works (but not less than 12 months from the issue of the relevant Certificate of Practical Completion), for rectifying, at its own expense (subject to and without limiting any claim the Owner may have against its contractors or other parties excluding the Crown), any defects in the Owner Works (including any defective materials used in construction, substandard workmanship or failure to comply with Relevant Authority requirements in the construction of the Owner Works).

Crown Completion of the Owner Works

35. If in the opinion of the Owner's Engineer (acting in accordance with the deed of covenant signed under clause 33 of this Schedule D), the Owner:
- (a) Is failing to complete the Owner Works, or any part of it with all speed and diligence; and
 - (b) Is at risk of not achieving Practical Completion of the Owner Works by the dates set out in Schedule F or by such later dates as may apply pursuant to clause 27 or 28 of this Schedule D;

the Crown may elect to complete the Owner Works itself. If the Crown so elects the Crown will serve on the Owner and the Owner's Solicitor the Owner Works Notice, and provide a copy to the Crown's Solicitor.

36. If the Owner is put into liquidation or receivership, or becomes insolvent before completion of the Owner Works, the Crown may complete the Owner Works without the need to serve an Owner Works Notice.
37. Following service of an Owner Works Notice on the Owner by the Crown, the Owner irrevocably consents to the Crown, its agents, contractors and their employees entering and re-entering such areas of the balance of the Owner's Land as may be reasonably required at all times with or without such assistants, machinery, vehicles and equipment as is reasonably necessary for the carrying out and completion of the balance of the Owner Works until such time as the Owner Works are completed, provided that the obligations set out in clauses 5(b) to 5(d) of Schedule B shall apply to the Crown under this clause.
38. If clause 35 of this Schedule D applies, the Crown's solicitor:
- (a) must, within 5 working days of receiving the Owner Works Notice, release to the Crown a pro rata portion of the remaining Retention Sum (together with interest, less RWT and commission) based on the proportion of the Owner Works not yet completed (to be

certified by the Owner's Engineer) to enable the Crown to complete those parts of the Owner Works specified in the Owner Works Notice; and

- (b) may (but is not required to) release to the Owner a pro rata portion of the Retention Sum (together with interest accrued, less RWT and commission) based on any part of the Owner Works certified by the Owner's Engineer as being completed by the Owner (but for which a Certificate of Practical Completion cannot issue because all of the relevant work detailed in Schedule F has not been completed).
39. On the Crown completing the Owner Works, the Crown may claim from the balance of the Retention Sum:
- (a) any proper and reasonable costs and expenses incurred by the Crown as a result of the happening of either or both of the events set out in clause 35(a) and 35(b) of this Schedule D; together with
- (b) such proper and reasonable costs and expenses incurred by the Crown in completing the Owner Works.
40. The Crown's Solicitor must release such amounts as may be demanded by the Crown under clause 38, provided that any balance of the Retention Sum not paid to the Crown under either clause 37 or 39 may be released to the Owner.
41. Any proper and reasonable costs, expenses and direct losses suffered by the Crown as a result of
- (a) the happening of either or both of the events set out in clause 35(a) and 35(b) of this Schedule D; together with
- (b) such proper and reasonable costs and expenses incurred by the Crown completing the Owner works;
- which are not fully off-set by the Retention Sum will be payable by the Owner to the Crown on demand.
42. If the Crown completes the Owner Works the Crown will complete construction of the Owner Works in accordance with the requirements set out in clause 23 and 24 of this Schedule D except as to timeframes (which will be at the Crown's discretion).
43. For the avoidance of doubt, if Practical Completion of the Owner Works is not achieved by the dates specified in Schedule F (subject to any agreed delays) but the Crown has not served the Owner Works Notice as to all or any particular part, the Owner will remain liable for achieving Practical Completion of the Owner Works.

Access Roads

44. Following Settlement Date, the Crown will be entitled to access the Required Land over those parts of the balance of the Owner's Land on which the Access Roads have been or will be constructed notwithstanding that the Access Roads might not have been vested in the Council as legal road, provided that the obligations set out in clauses 5(b) to 5(d) of Schedule B shall apply to the Crown under this clause.

No Objection and designation

45. The Owner acknowledges that the Ministry may lodge a notice of requirement to designate the Required Land for Education Purposes.

46. The Owner agrees that it and any related entities will not advocate against, or lodge any submission in opposition to, or participate in any objection or appeal in any way (including but not limited to providing funds, facilitating, promoting or assisting any action taken by any third party) which opposes designations, resource consents or notices of requirement, or take any other action, which may have the effect of preventing or interfering with the Crown's future plans for the Required Land for Education Purposes. This condition shall not commence until the conditions in Schedule B and Schedule C of this Agreement have been satisfied or waived and shall not merge upon settlement but shall remain enforceable to the fullest extent possible until:
- (a) the date the Ministry has successfully obtained a designation of the Required Land as land designated for Education Purposes; and
 - (b) the date that the Required Land becomes fully operational as a school site.
47. The Owner and Ministry acknowledge and agree that:
- (a) the resource consent(s) the Owner obtained for development of the Owner's Land did not include the Required Land and as a result the Relevant Authority did not evaluate the effects of the Required Land on the environment;
 - (b) as a result of the circumstance in clause 47(a), the Relevant Authority may impose conditions under the Ministry's notice of requirement or otherwise require the Ministry to contribute to or undertake additional works outside of the Required Land to manage the effects on the environment; and
 - (c) without limiting clause 47(b), the parties anticipate that the Relevant Authority may require the Ministry to contribute to the upgrade of the Springston Rolleston Road and Selwyn Road intersection, proportionate to the traffic volumes originating from the Required Land.
48. The Owner agrees that any conditions or obligations imposed on the Ministry by the Relevant Authority due to or in connection with the circumstances described in clause 47:
- (a) To financially contribute to additional works outside of the Required Land, shall be recoverable by the Ministry from the Owner upon demand; and
 - (b) To undertake additional works outside of the Required Land, shall form part of the Owner Works and the Owner shall carry out and complete those additional works in accordance with and subject to clauses 23 to 43 (inclusive) and (if applicable) clauses 10 to 13 (inclusive).
49. Promptly following the Settlement Date the Ministry will take all steps necessary to submit the notice of requirement. The Ministry will consult with the Owner in respect of any conditions the Relevant Authority seeks to impose due to or in connection with the circumstances described in clause 47. The Ministry may, in its sole discretion, disclose the contents of clauses 47 to 49 (inclusive) to the Relevant Authority should it consider it necessary to respond to any conditions or obligations imposed on the Ministry due to or in connection with the circumstances described in clauses 47 and 48.

Warranties

50. The Owner warrants and undertakes that as at the date of this Agreement the Required Land is not subject to a "short-term lease" or other right of occupancy, the term "short-term lease" being defined by Section 207 of the Property Law Act 2007. The Owner further warrants and

undertakes that as at Settlement Date the Required Land will not be subject to a short-term lease or any other right of occupancy.

51. The Owner warrants and undertakes that at the date of this Agreement:
- (a) the Owner has no knowledge of any requirement and has not received any notice from any tenant or any local or government authority which affects the Required Land in any material way, and which has not been disclosed to the Crown; and
 - (b) the Owner has not given any consent or waiver under the Resource Management Act 1991, which directly or indirectly affects the Required Land.
52. The Owner warrants and undertakes that at the Settlement Date:
- (a) the Owner has delivered to the Crown all notices and requirements received after the date of the Agreement from any local or government authority unless the Owner has satisfied the notice or requirement. If the Owner has failed to satisfy the notice or demand, then the Owner shall be liable for any costs or penalties arising from such failure; and
 - (b) the Owner has not given any consent or waiver in relation to any application under the Resource Management Act 1991 which directly or indirectly affects the Required Land.
53. The Owner warrants that, to the best of its knowledge and belief, all the information which it gives to the Crown in relation to the Required Land is true and correct and complete in all material respects.
54. The Owner warrants (both as at the date of this Agreement and again as at the Settlement Date) that:
- (a) to the best of the Owner's knowledge there are no disputes (actual or threatened) within any Relevant Authority or the owner of any property adjoining the Required Land and no litigation (actual or threatened) by any person claiming any interest in the Required Land and no unsatisfied judgement, order or writ of execution affecting Required Land;
 - (b) the Owner is not aware of any proposal made or intended to be made by any person, or any local or government authority that has not been disclosed to the Crown concerning:
 - (i) any proposal for re-alignment, widening, siting or alteration of roads adjacent to the Required Land;
 - (ii) the compulsory acquisition of any part of the Required Land; and
 - (iii) any other matter which would adversely affect the Required Land or the Crown's intended use of it; and
 - (c) the Required Land is free from the presence of any Contaminants (as that term is defined in the RMA);
 - (d) the Required Land is in a safe, clean and tidy condition (free of any rubbish and debris) and is appropriate for the intended use of the Required Land for Educational Purposes.
55. The Owner agrees that the Owner will advise the Crown should the Owner become aware of any proposal concerning the matters described in clause 50 to 54 (inclusive) that arise between the date of this Agreement and the date the Crown takes possession of the Required Land.