

31 OCT 2018

Julienne Molineaux
fyi-request-8798-fb352b94@requests.fyi.org.nz

Dear Ms Molineaux

Thank you for your email of 2 October 2018 in which you make the following Official Information Act 1982 (the Act) request:

"Has Housing NZ briefed the Minister of Housing on any issues involving the Bomb Point reserve in Hobsonville Point? If so, please supply any correspondence, memos, reports, draft reports, advice to the Minister or the like on this.

Any valuations that have been done of the land at Bomb Point.

Any information or discussions (correspondence, memos, reports, draft reports or the like) within Housing New Zealand or between Housing New Zealand and any other agencies (including but not only HLC, DOC, Auckland Council) about the future of the Bomb Point land at Hobsonville Point."

Responses to your questions are provided below.

Briefings and correspondence with the Minister

This question has been interpreted to refer to briefings and correspondence (etc.) to the current Minister. I am providing you with relevant correspondence and an associated memo. Some information from these documents has been withheld for the following reasons under the Act:

- *"to protect the privacy of natural persons" [section 9(2)(a)]*
- *"maintain the effective conduct of public affairs through the free and frank expression of opinions" [section 9(2)(g)(i)]*

Some information that is out of scope (not relevant to Bomb Point) has also been redacted.

Valuations of the land

Auckland Council and HLC are in active negotiations on the sale of Bomb Point and consider releasing this information would be prejudicial to those negotiations. Therefore, I am withholding this information under section 9(2)(j) of the Act:

"enable a Minister of the Crown or any department or organisation holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations."

It is in the public interest that the parties reach a fair and mutually agreeable outcome as soon as possible, so that Bomb Point can be retained as a public park. I consider that the public interest favours withholding the information at this time.

Information or discussion relating to the future of Bomb point

I am advised that Katja Iietz, General Manager Masterplanning and Placemaking, discussed with you this part of your request. I understand that you seek documents that show commitments that were made in writing about Bomb Point becoming a park.

Accordingly, I am providing you with an agreement between the (then) Waitakere City Council and Hobsonville Land Company (HLC) of 28 October 2010. The agreement confirms that HLC has always intended the entire Bomb Point area become reserve space as part of its commitment to a circa 24 hectare area of recreational reserves across the Hobsonville Point development. HLC continues to work toward that goal through its negotiations with Auckland Council.

This document is considered most relevant to your request and I trust you will find it helpful. However, there are likely to be hundreds of other potentially relevant documents. To that extent I am declining your request in part, as locating and identifying all this information would require substantial collation and research, and seriously impact on HLC resources.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Yours sincerely



Rachel Kelly
Manager Government Relations

From: s9(2)(a)
Sent: Tuesday, 15 May 2018 1:35 PM
To: P Twyford (MIN) <P.Twyford@ministers.govt.nz>
Subject: 'Gift Bomb Point 2016' petition and recent events

Dear Phil Twyford

Two years ago I forwarded the following petition to the then Minister of Housing Nick Smith, for the government to gift Auckland's Hobsonville Point, Bomb Point Park to Auckland City Council (as Bomb Point Park is currently government owned).

I am now writing on behalf of the 669 petitioners below, to ask again for you to gift Bomb Point Park to Auckland City Council. The CEO of the former Hobsonville Land Company (HLC), Chris Aiken, has given an undertaking that this land (as set aside by the former Waitakere City Council) will not have housing built on it, but rather will be passed to the Auckland City Council as a valuable recreational resource for local and wider Auckland use. However I have heard a rumour that there maybe pressure to go back on this promise. In 2016 we went to the papers and organised protests to protect this park. We are hopeful that this will not again be necessary.

The very successful Hobsonville Point housing development in recent years has been expanded, now with 12 and 6 storey high rise apartments being built and planned. Along with nearby Scott Point, some 20,000 people (the size of a provincial city) will live in this immediate area, and yet very few public facilities have been planned. For instance for the initial and smaller Hobsonville Point plan some eight early learning centres were planned, but now for the much larger plan there are only two centres. The one operating has a 300 child waiting list. Hobsonville Point lacks buildings for clubs, scouts or churches (except the yacht club), and any thought of a community centre or library has been dismissed. Compare nearby Te Atatu Peninsula. It has less than half the population (12,500) yet over a dozen club buildings, half a dozen churches, and a brand new public library and community centre with hall and gymnasium.

It is essential that Hobsonville Point's Bomb Point Park is protected in its entirety and 'land banked', so that future generations can build some of the lacking facilities, as well as have a much needed larger recreational area.

I look forward to your response.

Yours sincerely
s9(2)(a)

Begin forwarded message:

From: s9(2)(a)
Subject: Formal presentation of 'Gift Bomb Point' PETITION
Date: 31 July 2016 at 4:41:12 PM NZST
To: N.Smith@parliament.govt.nz
Cc: Kate.Dixon@parliament.govt.nz

Dear Nick Smith

Attached please find a PDF Petition of 603 signers from Hobsonville Point residents and New Zealanders, requesting you on behalf of the Government to gift 11.2ha of Bomb Point land in Hobsonville Point, Auckland, to Auckland City Council. Residents are very concerned that this land could be lost because of it's failure to be transferred to Auckland City Council for use as a Public Park.

We await your response.

Note: the final PDF Petition of 669 signers was lost, however the attached frame grab shows the final number, and your email records will give email details of the last 66 signers.

Released under the Official Information Act 1982

PETITION TO: MINISTER OF BUILDING & HOUSING · NICK SMITH

Gift Bomb Point Park to Auckland City Council



669 people have signed. Help us reach 1,000 signatures.

s9(2)(a)

The future of Bomb Point Park (Onekintea Point Park) is far from certain. Since 2009 this 11.2 ha of land has been earmarked as a future park by Waitakere City Council, and in 2010 \$20 million was set aside for its purchase in the 2018 financial year. Since then repeated Council and Land Company meetings have failed to settle this transfer and today the two parties remain far apart. This promised park has been a key factor in thousands of people deciding to buy into this suburb. Also with the doubling of 2,500 to 5,000 Hobsonville Point houses, this park will be even more important in keeping a fair 'homes to reserve' ratio.

Bomb Point land is owned by us the New Zealand people. The issue is the transfer of land from one public entity to another. This should not be a problem. Because of protracted and failed negotiations the people of Auckland are in danger of losing part of (or all of) a valuable recreational asset. The time for action is now. We petition Government to gift the land to Auckland City and break this impasse.

s9(2)(a)

This petition has been created by a citizen or association not affiliated with CitizenGO. CitizenGO is not responsible of its contents.

SIGN THIS PETITION NOW!



Petition to: Minister of Building & Housing
Nick Smith



As Minister of Building & Housing, please ensure that the land at Hobsonville Point's designated as a public park. Because of lack of action...

Failed negotiations we are concerned asset will be sold to private interests. Please do not intervene now.

Please take action

Sincerely,
[Your Name]

Released under the Official Information Act 1982

Original Petition letter:

As Minister of Building and Housing please gift all of Hobsonville Point's designated Bomb Point Park land to Auckland City Council, as soon as possible. This is public land of potential benefit to all Aucklanders. Because of lack of action it is in danger of being lost.

Failed negotiations have gone on too long and we are concerned that parts of this valuable asset will be sold to private interests if you do not intervene now.

Please take action in this matter.

s9(2)(a)

On behalf of the Gift Bomb Point Action committee

Released under the Official Information Act 1982

Report on correspondence

Ministerial number MI 18 0158
Correspondent s9(2)(a)
Address
Subject Retaining Bomb Point Park at Hobsonville Point as a reserve and the reduction in public facilities caused by the higher density housing development

Summary of correspondence

s9(2)(a) has been a strong advocate for the Government to gift the Bomb Point Park reserve at Hobsonville Point to Auckland Council. He believes the Hobsonville housing development is impacting on the public facilities available to locals particularly as the density of housing means the ratio of homes to park is reduced and the housing will encroach on to the park land. He wants the area 'land banked' for future generations to enjoy.

In 2016, s9(2)(a) petitioned the previous Minister of Housing to gift the Bomb Point Park to Auckland Council. s9(2)(a) has indicated that if the Government does not gift this land then, as previously, he will go to the papers and organise protests to protect this park.

Key information

There continues to be on-going dialogue between HLC and the Auckland Council over the purchase of Bomb Point Park. The engagement has gone on for a significant time in part due to changing Council policy on reserves as well as financial constraints within Council.

The land is zoned Mixed Housing Urban, but there is no intention by HLC for the area known as Bomb Point to be developed into residential housing. Both HLC and Auckland Council are of the view that Bomb Point has significant coastal and heritage value.

In August 2016, Chris Aiken, Chief Executive HLC, confirmed that the long standing plans for a park at Te Onekiritea (Bomb Point) have not changed and that it will remain a public space for everyone to enjoy. See <https://hobsonvillepoint.co.nz/community/news/community/bomb-point-te-onekiritea-future-secure>. This stance has not changed.

s9(2)(g)(i)

s9(2)(g)(i)

The dialogue has not ceased between the parties and they continue to look for a positive outcome.

There is an area of land at the edge of Bomb Point which is included under the Deed of Settlement between the Crown and Te Kawerau a Maki. The land is for Te Kawerau a Maki to establish a marae at Te Onekiritea Point (Hobsonville). Further information is available at: www.govt.nz/treaty-settlement-documents/te-kawerau-a-maki/.

Information for Housing New Zealand response

The response will advise that HLC is continuing its dialogue with Auckland Council over the transfer of ownership of the land.

Out of scope

Out of scope

Out of scope

Released under the Official Information Act 1982

Hon Phil Twyford



MP for Te Atatu

Minister of Housing and Urban Development

Minister of Transport

s9(2)(a)

05 JUL 2018

Dear ^{s9(2)(a)}

Thank you for your email of 15 May 2018 regarding Auckland's Hobsonville Point and the Bomb Point Park. You are concerned that the Hobsonville Point housing development will encroach on the existing Bomb Point Park and have asked that the Government consider gifting the Park to Auckland Council. You also believe that the Hobsonville higher density housing development will result in fewer public facilities.

My officials have advised that there continues to be on-going engagement between HLC and the Auckland Council about its acquisition of the land. Both parties agree the site has significant coastal and heritage value. Retaining this site as a public park is a long standing agreement on a range of reserves between HLC and Auckland Council.

The acquisition process is complex and has been delayed in part by the financial constraints within Auckland Council and the changing Council policy on reserves. It will take a number of years to finalise this transfer. HLC has reiterated that while the land is zoned Mixed Housing Urban it has no intention of developing the Bomb Park area into residential housing and the land will remain a public space.

There is an area of land at the edge of Bomb Point which is included under the Deed of Settlement between the Crown and Te Kawerau a Maki. The land is for Te Kawerau a Maki to establish a marae at Te Onekiritea Point (Hobsonville). You can see further information at: www.govt.nz/treaty-settlement-documents/te-kawerau-a-maki/.

Out of scope

Yours sincerely

Hon Phil Twyford

Minister of Housing and Urban Development

Released under the Official Information Act 1987

DATED 28 October 2010.

PARTIES

1. WAITAKERE CITY COUNCIL (Council)
2. HOBSONVILLE LAND COMPANY LIMITED (HLC)

INTRODUCTION

A. Her Majesty the Queen for state housing purposes is the proprietor of land at Hobsonville Peninsula, Waitakere City being:

- 80.3232 hectares comprised in Identifier 510743
- 3.4940 hectares comprised in identifier 515392
- 30.3864 hectares comprised in Identifier 96385

It is intended that the Crown acquire other land at Hobsonville Peninsula including:

- Section 1 SO 70623, 26.72 hectares currently Crown Land for Defence purposes
- A portion of Lot 1 DP 317419 and Lot 1 DP 206311 following a boundary adjustment with Waitakere Properties Limited
- Land resulting from a boundary adjustment with the Ministry of Education

(jointly and severally referred to in this agreement as "the Hobsonville Land").

Responsibility for development of the Hobsonville Land for housing purposes lies with Housing New Zealand Corporation (HNZC)

B. HLC is a subsidiary of HNZC and has delegated authority from HNZC to undertake a development of the Hobsonville Land and to enter into agreements relating to the development of the Hobsonville Land which are binding on HNZC and the Crown. A copy of the Notice of Delegation dated 1 July 2009 is attached to this agreement at Schedule 1

C. As a consequence of the Local Government (Auckland) Amendment Act 2004 changes were made by:

- the Auckland Regional Council to the Auckland Regional Policy Statement which, inter alia, included the Hobsonville Land within the metropolitan urban limit; and
- the Council to its district plan ("plan change 13") to permit the development of the Hobsonville Land for predominantly residential purposes.

Both of these changes became operative as a consequence of settlement of appeals lodged with the Environment Court on or about 3 July 2009.

- D. Plan change 13 provides that an application for a comprehensive development plan ("CDP") be lodged with the Council and approved before any development occurs within the area affected by the plan change. At the date of this agreement there is an approved CDP for that part of the Hobsonville Land known as the Buckley A and B precincts (the "CDP area") as shown on the Reserves Plan in Schedule 2.
- E. HLC (itself, or by its agents or contractors) intends to provide and pay for all infrastructure, including roads, water supply, stormwater drainage, waste water drainage, electric power, gas (if provided), telecommunications and computer media, within the Hobsonville Land to serve HLC's development on that land and that upon completion of development work parts of the infrastructure will vest in the Council pursuant to the conditions of subdivision consents to be granted by the Council.
- F. There is an area of land within the north-eastern corner of the Hobsonville Land which is not owned by the Crown and is presently being used for boat building activities ("the marine industry precinct"). The Council intends that this land should be used more intensively for that purpose and HLC is assisting the relevant parties to develop a comprehensive development plan for the marine industry precinct. In this agreement:
- "marine industry precinct" means the land identified as Hobsonville Marine Industry Special Area on the Hobsonville Peninsula Urban Concept Plan, decisions version date 20 June 2007 ("HPUCP") or as subsequently amended by any boundary adjustment transfers between HLC and WPL, and
 - references to "Hobsonville Peninsula" relate to the Hobsonville Land, the marine industry precinct and the area known as Bomb Point.
- G. Infrastructure serving the marine industry precinct (roads, water supply, wastewater drainage, electric power and telecommunications and computer media) is presently shared with existing residential development on the Hobsonville Land and is provided through a series of easements over the Hobsonville Land. The development of the Hobsonville Land will require the relocation and/or upgrading of much of that infrastructure, constructed to a standard which will provide capacity to serve not only HLC's development but also a more intensively developed marine industry precinct.
- H. HLC recognises that Council can lawfully require the relocation and upgrading of that infrastructure, at a capacity sufficient to meet the future development needs of the marine industry precinct, when granting resource consents for any part of the Hobsonville Land (subject to the Council meeting any increased costs incurred by HLC in providing additional capacity necessary only to serve the marine industry precinct).
- I. HLC acknowledges that although the Council's district plan does not contain financial contribution rules of the type contemplated by s108(2)(a)) of the Resource Management Act 1991 ("RMA") the Council will be entitled, upon the granting of a resource consent for the subdivision or development of any part of the Hobsonville Land, to impose conditions requiring the payment of financial contributions for, inter alia:
- reserves on subdivision (at a maximum rate of 6%) under s285 and s286 Local Government Act 1974 ("LGA74"), pursuant to s407 RMA,
 - reserves on developments under s294 LGA74, pursuant to s409 RMA,

- roads under s321A and s322 LGA74, pursuant to s407 RMA in the case of a subdivision and s409 RMA in the case of a development.
 - any other purposes at the request of the applicant in accordance with this agreement
- J. The Council is aware that the availability of the provisions of LGA74 referred to in Recital J will not be available to the Council indefinitely. It proposes to promulgate a plan change to insert appropriate financial contribution rules into the district plan, by way of plan change with equivalent functionality to the provisions of LGA 74
- K. HLC also acknowledges that the Council has adopted a development contributions policy ("contributions policy") in accordance with s102(4) of the Local Government Act 2002 under which it can require the payment of development contributions in respect of the matters specified in the contributions policy upon an application for a resource consent, building consent or services connection within the Hobsonville Land. The current contributions policy was adopted by the Council with effect from 1 July 2009 and provides for, inter alia, a contribution towards the cost of development of infrastructure on reserves, open space and streetscape amenity ("Parks Infrastructure").
- L. This agreement sets out the terms on which HLC (either itself, or through its agents or contractors) will make contributions in respect of the development of the Hobsonville Land which the Council might otherwise require by means of "financial contributions" (as that term is defined in the Resource Management Act 1991) or "development contributions" (as that term is defined in the Local Government Act 2002).
- M. The Council has granted a subdivision consent for the first staged development of the CDP area (consent file SUB 2008-1736).
- N. The parties have entered into this agreement to record the agreements they have reached in relation to HLC's contributions to infrastructure as referred to in Paragraph E above. Those agreements reflect the matters which are apparent to the parties at this time. The parties contemplate that, as the development of the Hobsonville Land proceeds, further issues may arise, or some matters may need to be revisited. If that occurs the parties will negotiate in good faith to settle the terms upon which this agreement might be varied to accommodate any new, additional or changed circumstances.

TERMS OF THIS AGREEMENT:

HLC's authority

1. HLC warrants that the Notice of Delegation dated 1 July 2009 has not been revoked or varied and that it has full authority to enter into this agreement and to bind HCNZ and the Crown to the arrangements set out in this agreement. For so long as HLC (itself or by its agents or contractors) is carrying out the development of the Hobsonville Land for State housing purposes as currently proposed, then HLC (itself or by its agents and contractors) will do so in accordance with the terms of this agreement.

Exercise of statutory powers or discretions

2. HLC acknowledges that, except as expressly provided, nothing in this agreement will be construed as in any way limiting or restricting the ability of the Council to exercise all or any statutory powers or discretions conferred upon it including, without limitation, the statutory powers and discretions conferred upon the Council:
 - a) under the RMA generally and in particular in relation to
 - (i) the processing or approval of any subsequent comprehensive development plan (other than for the CDP area) relating to other parts of the Hobsonville Land or the marine industry precinct,
 - (ii) the processing or approval of any subdivision or land use consents subsequently in relation to the Hobsonville Land;
 - b) under the Local Government Act 2002 generally and in particular in relation to any review of the development contributions policy undertaken by the Council;
 - c) under the Building Act 2004.

Reserves and streetscape amenity spaces

3. HLC has developed a plan of the reserves which it will vest in Council over the course of the development of the Hobsonville Land for recreation and/or stormwater management purposes. A copy of that plan ("the reserves plan") is attached at Schedule 1. The Council agrees that the proposed reserves are appropriately sized and located and will be accepted for vesting as reserve in the Council once HLC has developed them for use for their particular purpose or purposes.
4. Council acknowledges that those reserves, or parts of reserves, which are set aside for recreation purposes but utilised for stormwater management purposes will also have recreational values. In addition to this Council acknowledges that a CDP may provide for the provision of landscaping and vegetation planted within the boundaries of roads ("streetscape amenity") which may also have some recreational values.
5. Accordingly, the parties agree that the reserves to be vested by HLC within the Hobsonville Land as shown on the reserves plan will vest in the Council under this agreement and will, except as provided in clause 9, fully satisfy the reserve requirements of the development of the Hobsonville Land, other than the area known as the Landing which will be the subject of separate agreement.

This agreement is made on the basis that:

- a) the level of development upon the Hobsonville Land (excluding the Landing) at completion will not exceed 3,200 household units and 40,000 m² (gross floor area) of commercial development. If a more intensive development of the Hobsonville Land (excluding the Landing) occurs the Council may require HLC to make further provision for reserves, by way of financial contribution or development contribution in accordance with Council policies in respect of such matters at the time when more intensive development occurs;

- b) the land known as Bomb Point becomes a regional park, is vested as reserve for recreation purposes or some other arrangement is entered into under which Bomb Point becomes publicly accessible open space in perpetuity.

6. HLC will vest and develop the reserves and as shown on the reserves plan for each stage of the subdivision and development of the Hobsonville Land. There may be times when the land vested and developed will exceed the requirement for reserves up to that point and there may be times when there will be a shortfall. The parties agree that on each plan of subdivision of the Hobsonville Land the reserves (if any) depicted on the reserves plan within that subdivision area will be offered for vesting by or on behalf of HLC and will be accepted by the Council.

7. HLC covenants that:

- a) each application for subdivision consent for the Hobsonville Land will include the reserves shown on the reserves plan within that area, as reserve to vest in the Council;
- b) subject to Clause 8 the reserves will be of the dimensions, and located, generally in accordance with the reserves plan and be of a total area not less than that shown on the reserves plan;
- c) it will set aside and develop within each subdivision area any streetscape amenity also required to be developed to satisfy the requirements of an approved CDP;
- d) it will not agree to sell any un-subdivided part of, or the balance of the Hobsonville Land, without first either:
- (i) arranging to vest in the Council the balance of any reserves shown on the reserves plan and to set aside and develop the balance of any streetscape amenity still to be provided in accordance with an approved CDP, within the land being sold; or
 - (ii) providing the Council with a form of security, or entering into an arrangement with the Council, upon terms satisfactory to the Council binding a purchaser or future owner to perform the obligations set out in clauses 7(a) – (c) to the extent that they relate to the land sold and then only to the extent that those obligations remain unperformed.

8. The parties acknowledge that changes to the area and dimension of particular reserves may be necessary following detailed design. Council will not unreasonably withhold its consent to a change in the area and dimensions of a particular reserve so long as the total area of reserves vested in the Council, within the Hobsonville Land is not less than 13.83 hectares.

9. HLC acknowledges that, if by the time subdivision of the CDP area is substantially advanced Bomb Point has not become a regional park or recreation reserve or some other arrangement has not been concluded which makes Bomb Point a publicly accessible open space in perpetuity, further provision will need to be made to set aside additional land within the Hobsonville Land for recreation purposes. HLC agrees that if the future ownership and use of Bomb Point has not been resolved prior to 80% of the

land within the CDP area being developed the Council may review the approved CDP pursuant to s128 RMA. The purpose of that review will be to determine whether, in the absence of Bomb Point becoming a regional park, recreation reserve or some other arrangement to make it publicly accessible open space in perpetuity, additional reserve land (up to a maximum area of 63,281 square metres) may need to be set aside as recreation reserve within the balance of the CDP area, or another part of the Hobsonville Land, at a location acceptable to the Council. If further land is required to be set aside it is agreed that:

- a) Council will need to acquire that further land from HLC at its then market value;
 - b) Council may seek to recover the whole or any part of the cost of acquiring the further land by way of a financial contribution or development contribution for reserves; and
 - c) The recreation catchment to be served by that further land, and the catchment from within which the reserve fund or development contributions will be recovered, will be a catchment which extends beyond the Hobsonville Land
10. HLC proposes to develop the streetscape amenities shown in a CDP and to develop the reserves within the Hobsonville Land by way of landscaping, footpaths, cycleways and (as appropriate) the provision of park furniture, including play equipment. This streetscape amenity and reserve development will occur around the time that each area of subdivision is completed. The standard of reserve development by HLC will at least equal, and may exceed, the usual standard of reserve development specified in the Council's Draft Open Space Strategy and its Code of Practice (together referred to as the OSS). Accordingly:
- a) Prior to the commencement of any development of a reserve or streetscape amenity (whether before or after vesting) HLC will discuss its detailed design development proposals with the Council and the parties will enter into good faith negotiations to agree, on a case by case basis:
 - (i) the Council's minimum development standard for each reserve or streetscape amenity having regard to the OSS;
 - (ii) the final detailed design for the development of each reserve or streetscape;
 - (iii) a programme for the inspection, maintenance and repair of the developed reserve or streetscape amenity, including response times in the event of a complaint, to ensure that the levels of service are maintained to acceptable standards.
 - b) If the parties are unable to agree on any matter the dispute will be referred for dispute resolution as provided for in this agreement.
 - c) For the avoidance of doubt the parties agree that the development of the streetscape amenity and the development of the reserves throughout the Hobsonville Land under this agreement will fully satisfy any requirement for development contribution for Parks Infrastructure in respect of the Hobsonville Land (excluding The Landing) since the development contributions provided in the Council's Development Contributions Policy for Parks Infrastructure on the

Hobsonville Land is predicated on the assumption that the level of development upon the Hobsonville Land (excluding The Landing) at completion will not exceed 3200 household units and 40,000m² (gross floor area) of commercial development and the land known as Bomb Point will become a regional park or vest as a recreation reserve. If a more intensive development of the Hobsonville Land (excluding The Landing) occurs, or the land known as Bomb Point does not become a regional park or vest as recreation reserve giving rise to a requirement for the provision of further reserves as provided in clause 9, the Council may amend its contributions policy to provide for the payment of additional development contributions for Parks Infrastructure in respect of the Hobsonville Land.

11. Council has agreed to the arrangements in clause 10, at the request of HLC, to enable HLC to achieve its own vision for the quality of the housing development at Hobsonville. HLC accepts that the higher levels of service contemplated by clause 10 carry with them additional financial burdens for the Council by way of increased depreciation and maintenance costs. In recognition of that additional cost to the Council HLC has agreed to accept extended responsibility for maintenance of the reserves and streetscape amenity HLC will develop in accordance with clause 9. Accordingly:
- a) HLC accepts responsibility for maintenance of the reserves and streetscape amenity developed by HLC in accordance with clause 10 in full compliance with the programme developed and agreed under clause 10(a)(iii).
 - b) The Council will take over maintenance of each reserve and streetscape amenity developed by HLC in accordance with clause 10 from the fifth anniversary of the date of deposit of the plan of subdivision under which the relevant reserve or road containing the streetscape amenity is vested in the Council.

Stormwater

12. Council and HLC agree that stormwater drainage from the Hobsonville Land can be fully accommodated within the boundaries of the Hobsonville Land.
13. HLC will meet all costs relating to disposal of stormwater from the Hobsonville Land. On that basis, the Council acknowledges that no financial contribution or development contribution will be payable for stormwater upon the subdivision or development of any part of the Hobsonville Land.

Wastewater

14. Council and HLC agree that, with the exception of a wastewater pumping station and the associated rising main to be located on that part of the Hobsonville Land known as the Landing which will provide wastewater drainage capacity to the marine industry precinct, the wastewater drainage system to be installed on the Hobsonville Land will not be required to be constructed with excess capacity to serve the marine industry precinct because a wastewater drainage system with capacity to serve the full development of the Hobsonville Land will also have sufficient capacity to accommodate the requirements of any development of the marine industry precinct.
15. HLC will meet all costs relating to the provision of waste water reticulation and associated equipment within the Hobsonville Land including provision of connections for the future use of the marine industry precinct at locations agreed with the Council.

16. The wastewater pumping station and rising main to be constructed on the Landing will be designed by HLC to plans and specification approved by the Council at HLC's cost. Prior to the commencement of work to construct the pump station and the rising main the parties will negotiate in good faith to agree a fair and reasonable sum which represents the additional costs incurred by HLC to provide the additional waste water pump station and the rising main capacity necessary to serve the marine industry precinct. The sum agreed between the parties will be paid by the Council to HLC within 20 working days of the date upon which HLC provides the Council with a certificate that practical completion of construction of the pump station and the rising main have been achieved and acceptance testing of them has been completed to the satisfaction of the Council. (Council acknowledges, without for the moment accepting, HLC's view that an appropriate contribution would be 50% of the total cost, on the basis that the pump station and rising main will provide an equal benefit to the Hobsonville Land and the marine industry precinct.)
17. HLC acknowledges that:
- The waste water pumping station upgrades at Buckley Avenue necessary to provide adequate capacity to the Hobsonville Land and to the marine industry precinct will be paid for by Watercare Services Limited.
 - The Council will require payment of a city-wide waste water development contribution at the time of any subdivision consent, land use consent, building consent or services connection application relating to the Hobsonville Land to recover the capital costs incurred by the Council to upgrade the wastewater drainage trunk network to provide capacity to serve new development on the Hobsonville Land.

Water supply

18. Council and HLC agree that the water supply system to be installed on the Hobsonville Land to provide potable supply will not be required to be constructed with excess capacity to serve the marine precinct because a potable water supply system with capacity to serve the full development of the Hobsonville Land will also have sufficient capacity to accommodate the requirements of any development of the marine industry precinct.
19. Notwithstanding clause 18 HLC is likely to incur additional costs in providing water supply to the boundary of the marine industry precinct in sufficient capacity to meet the future fire fighting requirements of the marine industry precinct.
20. Subject to clause 21 HLC will meet all costs relating to the provision of potable and fire fighting water supply reticulation and associated equipment within the Hobsonville Land including provision of connections for the future use of the marine industry precinct at locations agreed with the Council.
21. The water supply reticulation system will be designed by HLC to plans and specifications approved by the Council at HLC's cost. Prior to the commencement of work to construct the system the parties will negotiate in good faith to agree a fair and reasonable sum which represents the additional costs incurred by HLC to provide sufficient capacity to meet the fire fighting requirements of the marine industry precinct. The sum agreed between the parties will be paid by the Council to HLC within 20 working days of the

date upon which HLC provides the Council with a certificate that practical completion of the water supply reticulation system to the agreed connection points for the marine industry precinct and acceptance testing of the water supply system has been completed to the satisfaction of the Council.

22. HLC acknowledges that the Council will require payment of a city wide water supply development contribution at the time of any subdivision consent, land use consent or building consent relating to the Hobsonville Land to recover the capital costs incurred by the Council in upgrading the water supply trunk network to provide capacity to serve new development on the Hobsonville Land.
23. The Council will increase the capacity of its water supply system to provide service to the new development on the Hobsonville Land (and other land including the marine industry precinct) from new bulk supply points at Brigham Creek Road and Buckley Avenue. This work will be undertaken to a standard which complies with the Council's Code of Practice and will be completed by the dates indicated below. The Council will follow usual contestable procurement practices before entering into a contract or contracts for construction. HLC has agreed to make the following contributions to the water supply upgrade work:
- a) Hobsonville Road, from Williams Road to Clark Road – estimated completion date 30 June 2011, estimated cost \$200,000 plus GST, HLC's share 30.4%
 - b) Hobsonville Road, from Clark Road to Buckley Avenue – estimated completion date 30 June 2011, estimated cost \$368,000 plus GST, HLC's share 60.8%
 - c) Clark Road, from Hobsonville Road to Scots Road– estimated cost \$160,000 plus GST – HLC's share 60.8%.
24. HLC will reimburse the Council for HLC's share of each element of the work described at clause 23 (a) – (d) upon the completion of the work or within 20 working days of receipt of a GST tax invoice issued by the Council, whichever last occurs. In the event that construction of all or any part of that work is undertaken (with Council's prior agreement) by or on behalf of HLC, Council will reimburse HLC for the Council's share of the work undertaken.

Roads

25. Council and HLC agree that, with the exception of the matters referred to in clause 26, the roading network to be constructed within the Hobsonville Land will not be required to be constructed with excess capacity to serve the marine industry precinct because a roading network with capacity to serve a full development of the Hobsonville Land will also have sufficient capacity to accommodate the requirements of any development of the marine industry precinct.
26. The Council, through its council controlled organisation Waitakere Properties Limited ("WPL"), has been discussing with HLC matters relating to the development of the marine industry precinct, The Landing and the adjoining parts of the Hobsonville Land. At the date of this agreement there is conditional agreement in principle to rationalise land holdings between the Crown and WPL by a boundary adjustment subdivision and to share the costs of common elements of infrastructure, principally related to the launch road and the roads at the perimeter of the marine industry precinct, but also dealing with other matters including stormwater infrastructure.

27. HLC acknowledges that Council is required to pay a lump sum contribution to NZTA for the design and construction of the Buckley Avenue/State Highway 18 motorway interchange to accommodate, inter alia, traffic from the development of the Hobsonville Land. The amount of the contribution to be paid by WCC is estimated at \$1,356,129.00 plus GST and is subject to the finalization of design and construction costs. HLC will reimburse the Council 57% of the Council's contribution to NZTA within 20 working days of receipt of a GST invoice from the Council. The Council will provide the GST invoice at the point in time when it is required to make a payment to NZTA and HLC will pay its share to the Council even if the relevant works have not been completed.
28. HLC has agreed to make some changes to its roading design within the Hobsonville Land to accommodate the Council's requirements, for which the Council agrees to pay HLC as follows:
- a) compensation for vesting in the Council the additional land required for road of 130 square metres approximately as depicted on the plan attached as schedule 3 calculated in accordance with the Public Works Act 1981. The compensation will be assessed and paid upon the vesting of this land in the Council (contemporaneously with the vesting of the contiguous road);
 - b) the cost of constructing an additional 1 m width of footpath on both sides of Hobsonville Point Road from Squadron Drive to Clarks Lane.
29. Payment of the amounts referred to in clause 28 (b) will be made on or before 20 working days after satisfactory completion of the work and receipt of a GST invoice, whichever last occurs.
30. For the avoidance of any doubt:
- a) notwithstanding that the road widening contemplated by the additional land to be vested as road as provided in clause 28(a) may not occur for some time after vesting, HLC will construct the footpath along that portion of Squadron Drive in the location that the footpath will have when the road is widened (thereby to avoid the need to relocate and reconstruct the footpath at the time when the road is widened); and
 - b) nothing in clause 28 is to be construed as restricting the ability of HLC, Council and NZTA to reach agreement over the final design of:
 - (i) the Buckley Avenue/Squadron Drive intersection and any related land vestings;
 - (ii) Buckley Avenue between Squadron Drive and Western Road and any related land vestings.
- The parties will work together in good faith to reach agreement on these matters and to facilitate agreed outcomes.
31. HLC acknowledges that the Council may require payment of a city wide roading development contribution at the time of any subdivision consent, land use consent or building consent relating to the Hobsonville Land.

Miscellaneous

- 32 (a) Under clauses 25(a) (ii) and 25(b) of the contributions policy adopted by the Council in 2009 ("the Policy") a credit will be given for existing buildings located on the Hobsonville Land which qualify for such credit under the Policy. HLC may wish to remove all or some of those buildings before a subdivision consent is granted for the land upon which those buildings are located and wishes to retain the benefit of any credit available under the Policy.
- (b) When HLC applies for a building consent for the removal of any building from the Hobsonville Land prior to subdivision of the land upon which the building is located, and for which HLC wishes to have a development contribution credit, HLC must give notice to the Council so that an inspection can be undertaken prior to removal of the building to ensure that the requirements of the contributions Policy have been met.
- (c) The Council will keep a record (in accordance with paragraph 25 (e) of the Policy) and HLC may elect, by written notice to the Council, to use any one or more of such credits at any time during the development of the Hobsonville Land as provided for in this agreement.
- (d) For the avoidance of doubt, any development contribution credits under this clause will last for the duration of the development of the Hobsonville Land to which this agreement relates and such credits will not lapse under the Policy (or otherwise) as a result of the passage of time.
33. The parties agree, for the purposes of section 4 of the Contracts (Privity) Act 1982, that the covenants in this agreement:
- a) on the part of the Council are made for the benefit of HLC and its successors and assigns;
- b) on the part of HLC are made for the benefit of the Council or its successors and assigns;

and for all other purposes at law a successor of either party shall be entitled to sue upon, or to be sued under, this agreement in the same manner as if it was a signatory to this agreement. The obligations in this agreement apply to HLC only while the Hobsonville Land is held by Her Majesty the Queen for State housing purposes.

34. HLC acknowledges that:
- a) Council in its capacity as a territorial authority is required to carry out its statutory consent functions under various statutes, including without limitation the Resource Management Act 1991, the Building Act 1991 and the Local Government Acts 1974 and 2002 in accordance with the provisions of those statutes.
- b) The granting by the Council of any consent or approval by the Council as territorial authority under any of those Acts shall not of itself be deemed to be a consent or approval by the Council in its capacity as a party to this agreement.

- c) Council is bound by its statutory obligations to exercise its powers, including discretionary powers, and duties under any of those Acts without regard to any relationship which it may have with HLC under this agreement.
35. This agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all or any prior agreements or undertaking whether oral or written. Each of the parties confirms that in entering into this agreement, it has not relied upon any statement, warranty or other representation made or information supplied by or on behalf of the other party.
36. If a dispute or difference arises between the parties in relation to this agreement which cannot be resolved by good faith negotiations the parties will not commence any other form of dispute resolution (including Court proceeding) but will comply with the following provisions of this clause:
- (a) A party claiming that a dispute has arisen under this agreement must give written notice to the other of the dispute and require that their respective Chief Executives meet together to attempt to settle the dispute. Both parties will ensure that their representatives attend such a meeting and attempt to resolve the dispute, within 10 working days of the date of the notice, or such longer time as the parties may agree.
- (b) If the Chief Executives are unable to resolve the dispute they will use their reasonable endeavours to agree, in good faith, a process for resolving the whole or part of the dispute through means other than litigation or arbitration (including, without limitation, further negotiations, mediation, conciliation or independent expert determination) and:
- (i) The procedure and timetable for any exchange of documents and other information relating to the dispute;
- (ii) Procedural rules and a timetable for the conduct of the selected mode of proceedings;
- (iii) A procedure for selection and compensation of any neutral person who may be employed by the parties to assist them to find a resolution to the dispute.
- (c) If the dispute is not resolved under the process outlined above it may be referred by either party to arbitration and in that case:
- (i) the arbitration shall be conducted by a sole arbitrator in New Zealand pursuant to the Arbitration Act 1996;
- (ii) the parties' respective responsibilities for the costs of the arbitration shall be determined by the arbitrator; and
- (iii) the parties shall be bound by the decision of the arbitrator.

37. HLC acknowledges that from 1 July 2011 Watercare Services Limited ("Watercare") will apply an Infrastructure Growth Charge, subject to s 56 of the Local Government (Auckland Transitional Provisions) Act 2010. HLC acknowledges that Watercare will require payment of an Infrastructure Growth Charge at the time of connection approval, to recover costs incurred by Watercare to upgrade the water and wastewater network to provide capacity to serve new development on the Hobsonville Land.

Signed on behalf of **HOBSONVILLE
LAND COMPANY LIMITED**

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Director: Hobsonville Land Company Limited

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Director: Hobsonville Land Company Limited

Signed on behalf of **WAITAKERE
CITY COUNCIL**

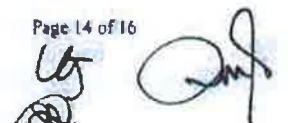
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Chief Executive Officer

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Schedule 1
(Notice of Delegation)

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NOTICE OF DELEGATION

To Hobsonville Land Company Limited

I, Lisa Tipping, General Manager Advisory and Assurance, Housing New Zealand Corporation ("HNZC"), give notice to you that, by resolution of 31 March 2006 the board of HNZC has delegated to you, pursuant to section 73 of the Crown Entities Act 2004, such of HNZC's functions and powers under –

- (a) the Housing Act 1955; or
- (b) any agreement entered into between the Minister of Housing and HNZC in relation to the Hobsonville land (being the old Hobsonville airbase site consisting of approx 167 ha) and its development

as are necessary to enable you to manage the development of that land under that Act.

2 In performing or exercising any such function or power, you must comply with –

- (a) the Housing Act 1955 and every other relevant enactment or rule of law, and
- (b) Government policy and Ministerial and Cabinet decisions relating to the Hobsonville land, and
- (c) the Development Agreement relating to the Hobsonville land between Waitakere City Council and HNZC, and
- (d) any direction given to you in writing by HNZC that relates to the Hobsonville land

3 The above delegation does not extend to any functions or powers of HNZC that under any enactment or rule of law may not be so delegated. Please note that the functions and powers of the Minister of Housing under the Housing Act 1955 have not been delegated to you, and remain with the Minister

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LS
[Signature]

4 You may not sub-delegate any of the above functions or powers.


Lisa Zipping
1 July 2009

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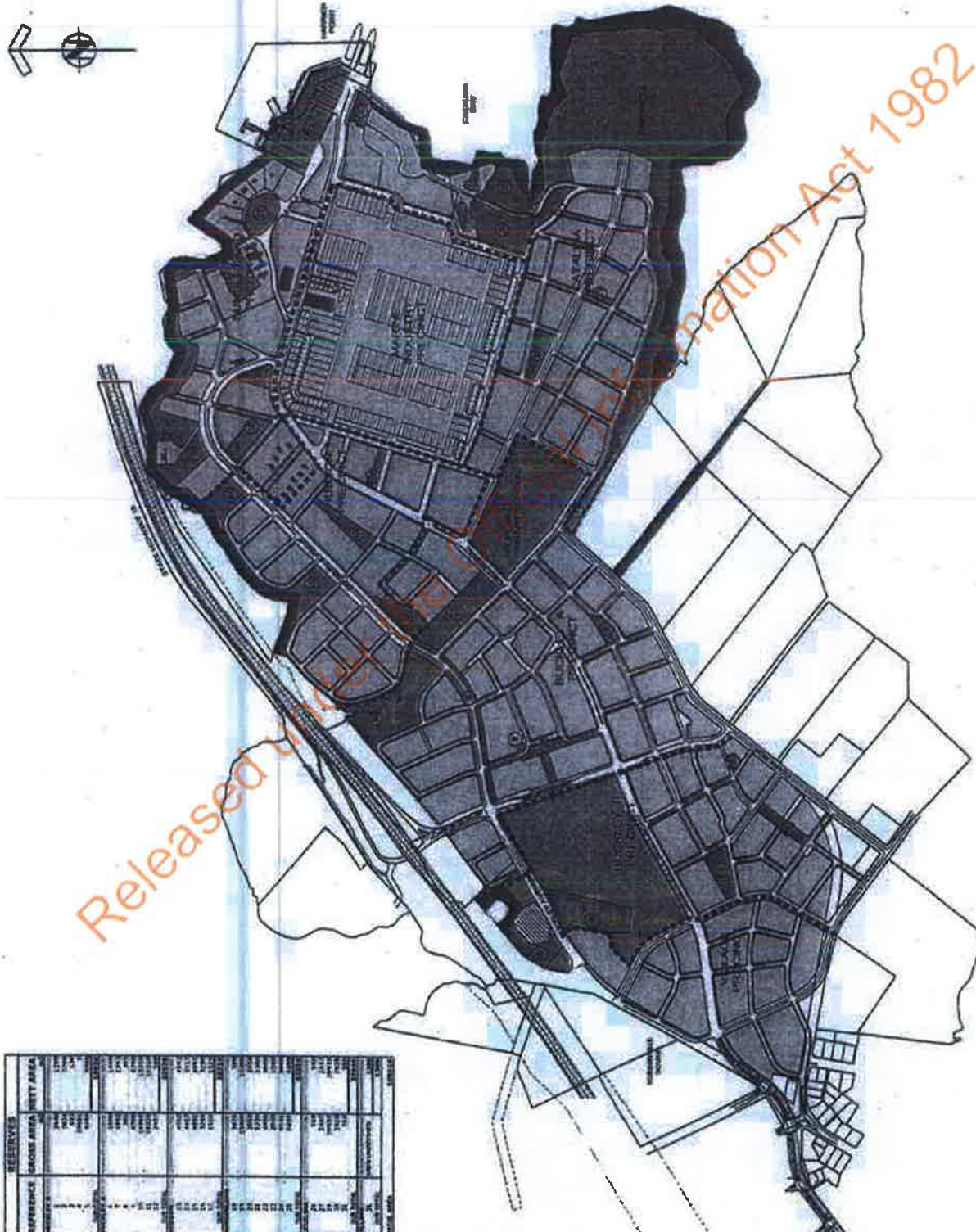


Schedule 2
(Reserves plan)

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REFERENCE	RESERVE	DOCK AREA	NETT AREA
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
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100	100	100	100



MINIMUM OF 10% TO BE SET ASIDE FOR PUBLIC USE

- LEGEND**
- BASE FLOOR
 - RESERVING
 - ROAD
 - ROADWAY/PAVE SPACE
 - EXPANDED RESERVE
 - EXPANDED RESERVE TO BE SET ASIDE

HARRISON SWINSON

10000 100th Street, Richmond, B.C. V6V 1K2
 Telephone: (604) 273-8888

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	BASE FLOOR	1,000,000	100%
2	RESERVING	100,000	10%
3	ROAD	50,000	5%
4	ROADWAY/PAVE SPACE	50,000	5%
5	EXPANDED RESERVE	100,000	10%
6	EXPANDED RESERVE TO BE SET ASIDE	100,000	10%
7	TOTAL	1,350,000	135%

HOBBSVILLE LAMB COMPANY LTD
 HOBBSVILLE PENINSULA

PRELIMINARY
 RESERVE LAYOUT
 OVERALL

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	BASE FLOOR	1,000,000	100%
2	RESERVING	100,000	10%
3	ROAD	50,000	5%
4	ROADWAY/PAVE SPACE	50,000	5%
5	EXPANDED RESERVE	100,000	10%
6	EXPANDED RESERVE TO BE SET ASIDE	100,000	10%
7	TOTAL	1,350,000	135%

127291-340


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D

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Schedule 3
(Squadron Drive land required for road)

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POST SCOTTS POINT

PRE SCOTTS POINT

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 <p>HARRISON ENGINEERS CONSULTING ENGINEERS 100/102 RIVERVIEW DRIVE, HOBSONVILLE, AUCKLAND</p>		<p>127291-320</p>
<p>HOBSONVILLE LAND COMPANY BUCKLEY AVENUE HOBSONVILLE</p>		
<p>SQUADRON DRIVE PRE & POST SCOTTS POINT ROAD LAYOUTS</p>		
<p>PHIL SHIMMAY</p>		
<p>127291-320</p>		
<p>B</p>		

Handwritten initials and a signature, possibly "J.S." and "S.S.", located in the bottom right corner of the page.