

**MEMORANDUM OF UNDERSTANDING REGARDING WĀHI TŪPUNA IN
THE QUEENSTOWN LAKES DISTRICT**

between

Kā Rūnaka

**(Te Rūnaka o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o
Ōtākou and Hokonui Rūnanga)**

and

Remarkables Park Limited

and

Queenstown Park Limited

Dated

2023

MEMORANDUM OF UNDERSTANDING

Made this day of

2023

THE PARTIES

1. **Kā Rūnaka** (representing Te Rūnaka o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou and Hokonui Rūnanga) .
2. **Remarkables Park Limited** together with its nominees, successors and assigns.
3. **Queenstown Park Limited** together with its nominees, successors and assigns.

Individually “**Party**” and collectively, “**Parties**”.

BACKGROUND

- A. Kā Rūnaka represent the relevant Otago Kāi Tahu hapū that hold mana whenua and exercise rakatirataka and kaitiakitaka within their respective takiwā. This includes an overlapping area of interest, known as the Queenstown Lakes District.
- B. Remarkables Park Limited owns land in the Remarkables Park Zone at Frankton north of the Kawarau River. Remarkables Park Limited has a substantial interest in the future development of the Queenstown Lakes District.
- C. Queenstown Park Limited owns land south of the Kawarau River and north of Kawarau / The Remarkables. Queenstown Park Limited has a substantial interest in the future development of the Queenstown Lakes District.
- D. The Queenstown Lakes District Council notified its decisions on Stage 3 of the Queenstown Lakes District Plan review on 1 April 2021. Various parties lodged appeals on those decisions, with Remarkables Park Limited and Queenstown Park Limited lodging an appeal on the Topic 34 - Wāhi Tūpuna decision in relation to the proposed Chapter 39 Wāhi Tūpuna.
- E. Queenstown Lakes District Council has been in the process of reviewing the Queenstown Lakes District Plan. Queenstown Lakes District Council notified its decisions on Stage 3 of that plan on 1 April 2021. A fourth stage will be notified in due course.

- F. Kā Rūnaka, Remarkables Park Limited and Queenstown Park Limited (along with other parties who lodged appeals against the Topic 34 - Wāhi Tūpuna decision) took part in a mediation between 15 and 25 March 2022.
- G. Following a site meeting in Queenstown, Kā Rūnaka, Remarkables Park Limited and Queenstown Park Limited agreed to seek to resolve the RPL/QPL appeal by consent. This Memorandum of Understanding records the Parties' intentions as to their relationship moving forward.

IT IS AGREED:

1. DEFINITIONS

- 1.1 In this memorandum, unless the context requires otherwise:

"15b Te Kirikiri (Urban Frankton)" means the identified wāhi tūpuna numbered 15b as defined in Schedule 39.6 to Chapter 39: Wāhi Tūpuna.

"24 Kawarau River" means the identified wāhi tūpuna numbered 24 as defined in Schedule 39.6 to Chapter 39: Wāhi Tūpuna.

"36 Kawarau (The Remarkables)" means the identified wāhi tūpuna numbered 36 as defined in Schedule 39.6 to Chapter 39: Wāhi Tūpuna.

"Chapter 39" means Chapter 39: Wāhi Tūpuna in 'Annexure A: Chapter 39 text as amended by resolution of appeals' to the Draft Consent Order to Topic 34 – Wāhi Tūpuna dated 23 May 2022.

"identified Wāhi Tūpuna areas" means 24 Kawarau River and 36 Kawarau (The Remarkables).

"Memorandum" means this memorandum of understanding and includes the schedules to this memorandum.

"Kāi Tahu" / "Ngāi Tahu" means the collective of individuals who descend from Kāi Tahu, Kāti Māmoe and Waitaha who are mana whenua in the Queenstown Lakes District.

"Kāi Tahu Whanui" / "Ngāi Tahu Whanui" means Ngai Tahu Whanui as defined under Te Runanga o Ngai Tahu Act 1996.

"Kā Rūnaka" means Te Rūnaka o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou and Hokonui Rūnanga.

“**QLDC**” means the Queenstown Lakes District Council.

“**QPL**” means Queenstown Park Limited together with its nominees, successors and assigns.

“**RMA**” means the Resource Management Act 1991 and any replacement legislation.

“**RPL**” means Remarkables Park Limited together with its nominees, successors and assigns.

“**RPZ**” means the Remarkables Park Special Zone in the Operative Queenstown Lakes District Plan and the replacement of this zone or any part thereof under the Queenstown Lakes District Council Proposed District Plan.

“**Wāhi Tūpuna**” has the same meaning as defined in ‘Chapter 2: Definitions’ of the Queenstown Lakes District Council Proposed District Plan.

Interpretation

1.2 In this Memorandum:

- (a) Where the context permits, the singular includes the plural and vice versa.
- (b) A reference to a ‘clause’ is a reference to a clause of this Memorandum.
- (c) A reference to a ‘schedule’ is a reference to a schedule in this Memorandum.
- (d) A reference to an ‘activity’ or to a ‘consent’ is a reference to a consent which may be granted under the RMA.
- (e) A reference to a te reo Māori word or phrase in North Island Māori dialect has the same meaning as those of the South Island Māori dialect (For example, “**Kāi**” Tahu and “**Ngāi**” Tahu both refer to Kāi Tahu).
- (f) Headings to clauses in this Memorandum are included for the purpose of reference only and are not to have any effect on construction and interpretation.
- (d) Where the context permits, references to a "person" include an individual, firm, company, corporation or unincorporated body of persons, any public, territorial or regional authority, any government, and any agency of any government or of any such authority.

2. PURPOSE

- 2.1 This Memorandum sets out the framework for an ongoing relationship between Kā Rūnaka, QPL and RPL, and may be amended or expanded on by agreement.

2.2 The purpose of this Memorandum is to record the mutual intention of the Parties to work together in good faith to:

- (a) Detail amendments to identified Wāhi Tūpuna areas agreed between the Parties.
- (b) Ensure that any identified Wāhi Tūpuna areas, where those areas overlap with RPL landholdings or QPL landholdings, are recognised and provided for by the Parties.
- (c) Provide appropriate commercial certainty for RPL and QPL planning, while at the same time recognising and providing for Kāi Tahu multi-generational relationships with their wāhi tūpuna, whether they are ancestral lands, pathways, mountains, rivers, or wāhi tapū. Kā Rūnaka exercises rakatirataka in relation to Wāhi Tūpuna matters, and supports a consultative approach to protection and management of wāhi tūpuna.
- (d) Establish effective and efficient communication in relation to any identified threats within any identified Wāhi Tūpuna areas, where RPL or QPL seek to undertake activities that affect Wāhi Tūpuna areas.
- (e) Address any disagreement openly, constructively, and with dignity and respect for each Party.
- (f) Acknowledge the aspirations of the Parties and to work where possible to achieve their aspirations.

3. AMENDMENTS TO IDENTIFIED WĀHI TŪPUNA AREAS AND CONSENT ORDER

3.1 The Parties have reached agreement on the following two identified Wāhi Tūpuna areas:

- (a) 24 Kawarau River; and
- (b) 36 Kawarau (The Remarkables).

3.2 This clause records the Parties agreement to realign the identified Wāhi Tūpuna areas in clause 3.1 above in accordance with this clause.

3.3 The Parties record their intention to enter into an Environment Court consent order with QLDC which incorporates the mapping amendments in Schedule 1 and Schedule 2, supported by a Joint Memorandum of Counsel. The Court's approval of such a consent order will resolve the appeal by RPL and QPL (ENV-2021-CHC-052) in its entirety; and will resolve the s274 notices by RPL and QPL in relation to the Kā Rūnaka appeal, and any other appeals (with the intent being that RPL/QPL will not participate in the residual issues scheduled for this topic, likely to be limited to the Hāwea mapping issues).

- 3.4 The Parties agree that any costs of the Environment Court appeal process will lie where they fall.

Identified Wāhi Tūpuna areas and the RPL landholdings

- 3.5 Kā Rūnaka and RPL agree to minor reductions/realignments of the 24 Kawarau River boundary between the Kawarau River and the RPL landholdings marked in yellow in Schedule 1 and numbered “2”, “4”, “5” “8”, and “9” (being Sections 12, 11, 10, 9 and 8 SO 517372) to more accurately align 24 Kawarau River with the new cadastral boundaries and with the natural contours of the land. The Parties record their intention that these minor realignments will be reflected in the consent order described above in clause 3.3.
- 3.6 Kā Rūnaka and RPL agree to further minor expansions/realignments of the 24 Kawarau River boundary between the Kawarau River and the RPL landholdings marked in orange in Schedule 1 and numbered “1”, “3”, “6”, “7” to more accurately align 24 Kawarau River with the cadastral boundaries and with the natural contours of the land.

Final boundary line with RPZ

- 3.7 Other than to effect the changes referred to in clause 3.6, Kā Rūnaka agrees not to request further Wāhi Tūpuna mapping within the current footprint of the RPZ when it is included in the next stage of the District Plan Review or any future plan change or review. Kā Rūnaka and RPL will jointly advise QLDC that the Wāhi Tūpuna mapping shown in Schedule 1 represents a final and enduring boundary.

Identified Wāhi Tūpuna areas and the QPL landholdings

- 3.8 Kā Rūnaka and QPL agree to the minor reductions/realignments of the Wāhi Tūpuna boundaries between 24 Kawarau River, and QPL’s landholdings marked in yellow in Schedule 2, modifying the Wāhi Tūpuna overlay at numbers “1”, “2”, “5”, and “7. Kā Rūnaka and QPL also agree to the reduction to Wāhi Tūpuna 36, Kawarau (The Remarkables) marked in yellow in Schedule 2. The reduction in the eastern end of this area by the Rastus Burn is to facilitate identification of a residential building platform as part of a planned subdivision.
- 3.9 Kā Rūnaka and QPL agree to further minor expansions/realignments of the Wāhi Tūpuna boundaries between 24 Kawarau River and QPL’s landholdings marked in orange in Schedule 2, modifying the Wāhi Tūpuna overlay at numbers “3” “4” and “6”.
- 3.10 The Parties acknowledge that the expansions referred to in clauses 3.6 and 3.9 may be out of scope of the appeal by RPL and QPL (ENV-2021-CHC-052), unless the Environment Court

can be persuaded that these are minor consequential amendments. The Parties agree in principle to pursue those minor realignments either through seeking that the Court agree to make those changes as being within scope (as consequential amendments); alternatively, by way of an order under section 293 RMA, or when those areas are included in the next stage of the District Plan Review. For clarity, all parties agree to undertake mediation (or ADR) with Council (and relevant landowners such as DOC or LINZ) to address relief sought for extensions of the Wāhi tūpuna boundary lines where these may be considered to be out of scope, and to use reasonable endeavours to resolve through mediation where possible.

4. SUPPORT FOR CULTURAL ARTWORKS IN FUTURE DEVELOPMENTS

- 4.1 RPL and QPL are committed to including Kāi Tahu cultural elements in urban design for public space. RPL has retained Steve Solomon as an in-house Kāi Tahu artist to guide the design and production of Kāi Tahu cultural elements to be incorporated into developments.
- 4.2 Kā Rūnaka supports RPL and QPL's commitment to reflecting Kāi Tahu cultural elements in urban design for public space and future development. Kā Rūnaka, through its consultancy Aukaha, wishes to provide support to Mr Solomon's work to ensure it has appropriate mana whenua backing where required. This may be on an informal basis or a commercial basis as agreed from time to time by the Parties.

5. FUTURE ACTIVITIES

- 5.1 The Parties have reached agreement on certain matters of resource management and future activities in relation to the RPL landholdings and the QPL landholdings. This clause records the nature and scope of that agreement and the steps to be taken by the Parties to implement it.

RPL - Anticipated stormwater infrastructure

- 5.2 RPL has master planned the development of the RPZ to balance the provision of urban amenities and achieving high urban densities that are supported by higher order planning directives including the National Policy Statement on Urban Development 2020. To achieve RPL's master planned urban development outcomes within the RPZ, RPL needs to utilise the areas shown in Schedule 3 and marked as 'A', 'B', 'C', 'D' and 'E' or a combination of them to accommodate stormwater infrastructure required to service planned future urban development. This infrastructure is intended to comprise best practice stormwater treatment vortexes and outflows to the Kawarau River.

- 5.3 Kā Rūnaka acknowledges the need for stormwater infrastructure as outlined in sub-clause 5.2 to service zoned urban development under the RPZ and does not oppose this in principle. Kā Rūnaka is interested in ensuring that the design of stormwater infrastructure adopts the best practicable option to protect the values, mauri and water quality of the Kawarau River, and therefore wishes to address proposed consent conditions to avoid, remedy, mitigate, offset or compensate these values.
- 5.4 RPL acknowledges the multi-generational relationships that Kā Rūnaka has with the Kawarau River. RPL will provide designs of stormwater treatment systems outlined in sub-clause 5.2 for Kā Rūnaka's review and consider any feedback prior to seeking necessary resource consents.

QPL - Residential Development

- 5.5 QPL or its nominee wishes to enable development of up to 5 houses on the 'Quarry Site' within the identified Wāhi Tūpuna 36 Kawarau (The Remarkables). It is anticipated that the intended house sites are comparable to other existing residential houses on Kawarau. QPL acknowledges the multi-generational relationships that Kā Rūnaka has with Kawarau. QPL will provide designs of proposed residential development for Kā Rūnaka's review and consider any feedback prior to seeking necessary resource consents. Kā Rūnaka representatives have visited the site to gain context for the proposed development and have observed that, due to the topography of the quarry platform and surrounding bunds and the opportunities for restoration of ecological values, there is potential to contain built development at the site where sympathetic to the values of the wāhi tūpuna. Kā Rūnaka will consider any such application on its merits, and in light of information received from QPL. QPL will ensure that Kā Rūnaka is consulted in respect of ensuring that the siting, materials design, and location of houses protects the values of Kawarau.

Transport infrastructure

- 5.6 RPL and QPL have landholdings on both sides of the Kawarau River and there are sections of walking and cycle trail along each side. There are public and climate change benefits to the enablement of active modes of transport (walking, cycling) and non carbon emitting modes of transport (e.g. e-bikes and cable cars). RPL and QPL, along with Waka Kotahi, the Queenstown Trails Trust, QLDC and the Remarkables Ski Field operator, are actively investigating options and opportunities for such transport infrastructure, including extending the trail network alongside the river.
- 5.7 These opportunities require transport connections between the two sides of the river. RPL and QPL acknowledge that some of these are complex projects which Kā Rūnaka have an

interest in given their ancestral connections to the Wāhi Tūpuna areas. Early and meaningful consultation will occur on proposed options and designs.

- 5.8 Kā Rūnaka does not give in principle approval for such projects until greater detail is provided but agrees that well-designed transport connections which minimise adverse environmental effects along and across the Kowarau River are not *per se* inconsistent with the values of Wāhi Tūpuna areas and will be assessed on their merits, in light of information received.

Natural hazards mitigation

- 5.9 RPL's Geotech advisors, Tonkin and Taylor, have advised that the Quayside area of the RPZ (See plan at Schedule 4), is at risk of horizontal liquefaction in the event of a large earthquake. The result of this would potentially be a large piece of land sliding into the Kowarau River with likely significant adverse effects on the River's values. Tonkin and Taylor have advised that a technique for protecting the land in this vicinity from horizontal liquefaction is to build an in-ground-wall along the perimeter of the river. This is essentially a grid of deep piles filled with concrete or stabilised material. An alternative method may be to undertake deep piling beneath and around specific buildings and structures.
- 5.10 Earthworks are planned on QPL's land to remove an area where a steep crumbling bank threatens to either continuously fritter away onto the trail below putting trail users in danger or slip radically and block the trail and fall into the river. On the other side slippage of this mound is threatening the viability of the overhead power line that serves the ski field (See plan at Schedule 5).
- 5.11 The parties acknowledge the desirability of addressing natural hazard risks and will work together in good faith to achieve appropriate solutions. It is noted Kā Rūnaka has not to date received any expert geotechnical advice on the issues or solutions.

6. CONSULTATION AND COMMUNICATION

- 6.1 The Parties agree to establish and maintain a mechanism for ongoing consultation to assist with meeting the intent of Chapter 39.
- 6.2 Each Party agrees to maintain a point of contact to assist with consultation. This point of contact must include a phone number, a physical address and an email address. Each Party must establish their point of contact on signing this Memorandum. Any changes to the point of contact are to be advised to the other Party as they occur.

6.3 Where consultation is appropriate under Chapter 39 because a proposed activity overlaps with an identified Wāhi Tūpuna area and includes a potential threat:

- (a) The Parties will use all reasonable endeavours to undertake early and meaningful consultation. Early consultation will allow challenges and opportunities to be identified in a collaborative manner during project scoping stages.
- (b) RPL and /or QPL will ensure that the contact(s) for Kā Rūnaka is advised as soon as reasonably practicable in respect of a proposed resource management application overlapping with an identified Wāhi Tūpuna area where the activity is listed as a potential threat under Chapter 39. RPL and /or QPL will provide the contact(s) for Kā Rūnaka with sufficient information and time to provide informed feedback on the proposed activity.
- (c) Kā Rūnaka will provide its feedback as soon as reasonably practicable:
 - i. If Kā Rūnaka does not have any concerns with a proposal, Kā Rūnaka will provide its written approval for that proposal.
 - ii. If Kā Rūnaka has concerns with a proposal, then the Parties will in the first instance engage in dialogue to seek to find a pathway to a mutually agreeable solution.
- (d) If any peer reviews of technical reports are considered necessary by the Parties, then the Parties must commission such peer reviews in consultation with the QLDC (or other relevant consent authority) to ensure that there is no duplication of peer review reports.
- (e) RPL in respect of RPL landholdings or QPL in respect of QPL landholdings, will report back to the point of contact for Kā Rūnaka on any decision made in respect of progressing the proposed activity through the statutory process of the RMA.
- (f) The Parties agree that an estimated quantum of reasonable costs necessary to enable Kā Rūnaka to provide the feedback anticipated by this clause will be agreed in advance on a case by case basis.
- (g) The Parties agree that all the above discussions and consultation will be undertaken in good faith.

7. REVIEW AND VARIATION

- 7.1 This Memorandum records the Parties' commitment to a framework for a long-term and ongoing relationship and therefore does not have a fixed term.
- 7.2 The Parties agree to meet annually, or otherwise as mutually agreed, for the purpose of reviewing this Memorandum to reflect any changes agreed by the Parties. The first meeting of the Parties under this clause will be 1 year from the date of the signing of this Memorandum.
- 7.3 The Parties may amend this Memorandum at any time to reflect changes agreed by the Parties.

8. TERM

- 8.1 This Memorandum commences upon signing by the Parties.
- 8.2 This Memorandum may be terminated by the Parties by mutual agreement at any time.

9. DISPUTE RESOLUTION

- 9.1 In the event that a dispute arises in connection with this Memorandum, the Parties agree in good faith to make every effort to resolve the matter or matters in dispute in accordance with the following process:
- (a) The Parties or each Party's agreed representative will first meet and attempt to resolve the dispute within a reasonable timeframe.
 - (b) If the process in sub-clause (a) above is not successful, a Party may, by written notice to the other Party, request that the dispute be referred to an independent and mutually agreed mediator. If mediation is agreed, then the costs of mediation are to be split equally between the Parties. Mediation does not have to result in an outcome.

AGREED AS A DEED on

SIGNED for and on behalf of **Kā Rūnaka** by **Edward Weller Ellison** Upoko, Te Rūnanga o Ōtākou (representing Kā Rūnaka):

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of **Remarkables Park Limited** by Alastair Finlay Porter:

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of **Remarkables Park Limited** by John Leslie Porter:

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of **Queenstown Park Limited** by Alastair Finlay Porter:

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of **Queenstown Park Limited** by John Leslie Porter:

WITNESS:

Name: _____

Occupation: _____

Address: _____

SCHEDULE 1

Changes to Wahi Tupuna 24 Kawarau River at Remarkables Park zoom #2



Section 10 SO 517372

Section 11 SO 517372

Section 9 SO 517372

Notified Wahi Tupuna boundaries
shown orange

Agreed changes to Wahi Tupuna
boundaries marked white

Areas added to Wahi Tupuna

Areas removed from Wahi Tupuna

Changes to Wahi Tupuna 24 Kawarau River at Remarkables Park zoom #3

Section 8 SO 517372

7a

7b

9

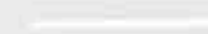
6

Notified Wahi Tupuna boundaries
shown orange

Agreed changes to Wahi Tupuna
boundaries marked white

Areas added to Wahi Tupuna

Areas removed from Wahi Tupuna



Agreed changes to alignment of 24 Kawarau River boundary at Remarkables Park

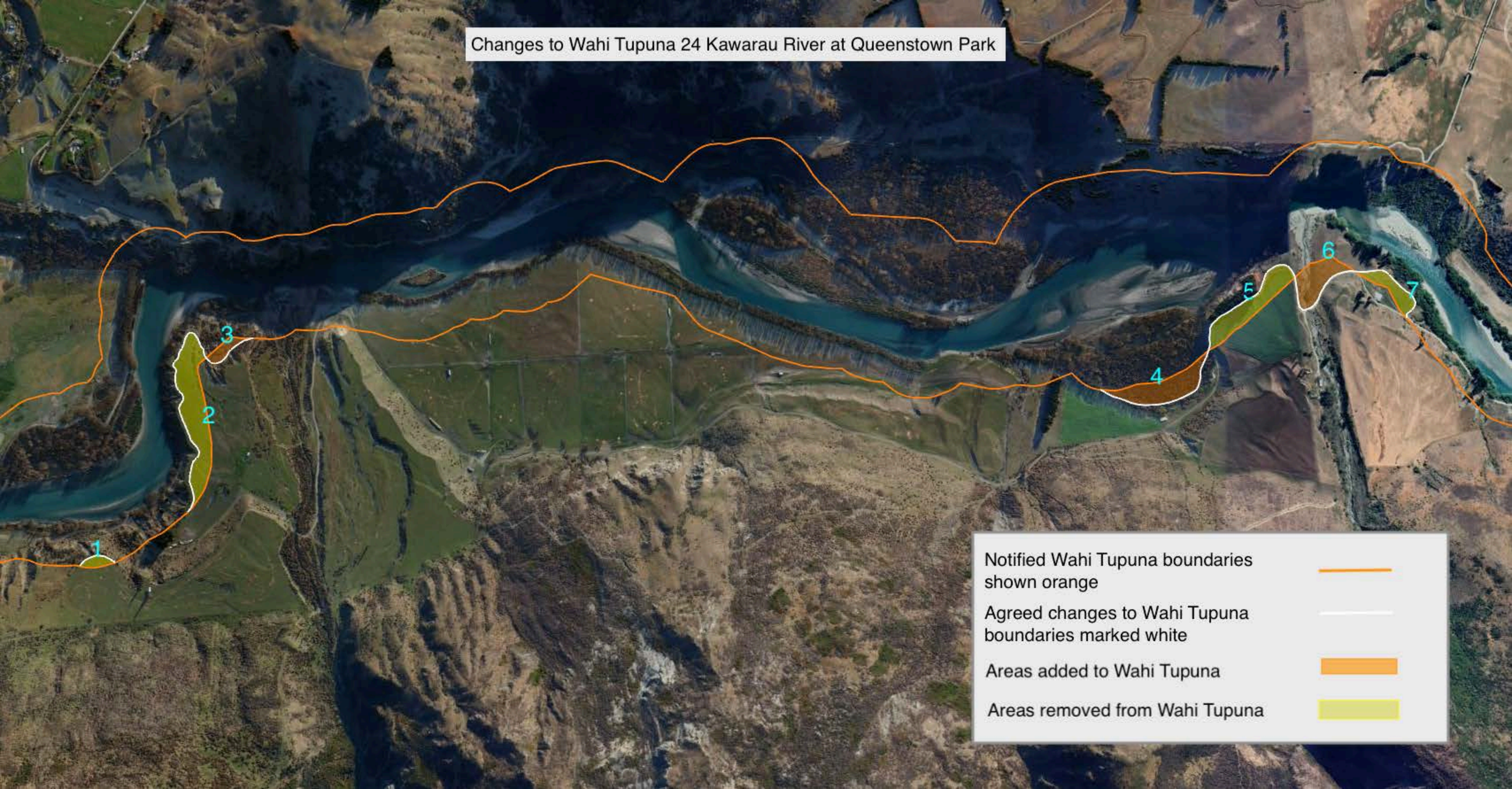


Agreed alignment of 24 Kawarau River boundary at Remarkables Park



SCHEDULE 2

Changes to Wahi Tupuna 24 Kawarau River at Queenstown Park



Notified Wahi Tupuna boundaries
shown orange



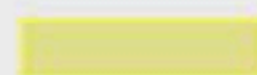
Agreed changes to Wahi Tupuna
boundaries marked white



Areas added to Wahi Tupuna



Areas removed from Wahi Tupuna



Changes to Wahi Tupuna 24 Kawarau River at Queenstown Park zoom #2



Final Boundaries Wahi Tupuna 24 Kawarau River at Queenstown Park



Changes to Wahi Tupuna 24 Kawarau River at Queenstown Park zoom #1

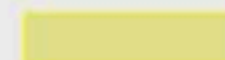
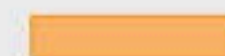


Notified Wahi Tupuna boundaries
shown orange

Agreed changes to Wahi Tupuna
boundaries marked white

Areas added to Wahi Tupuna

Areas removed from Wahi Tupuna



Agreed change to boundary of Wahi Tupuna 36 Kawarau at Queenstown Park zoom



Notified Wahi Tupuna Boundary
shown orange



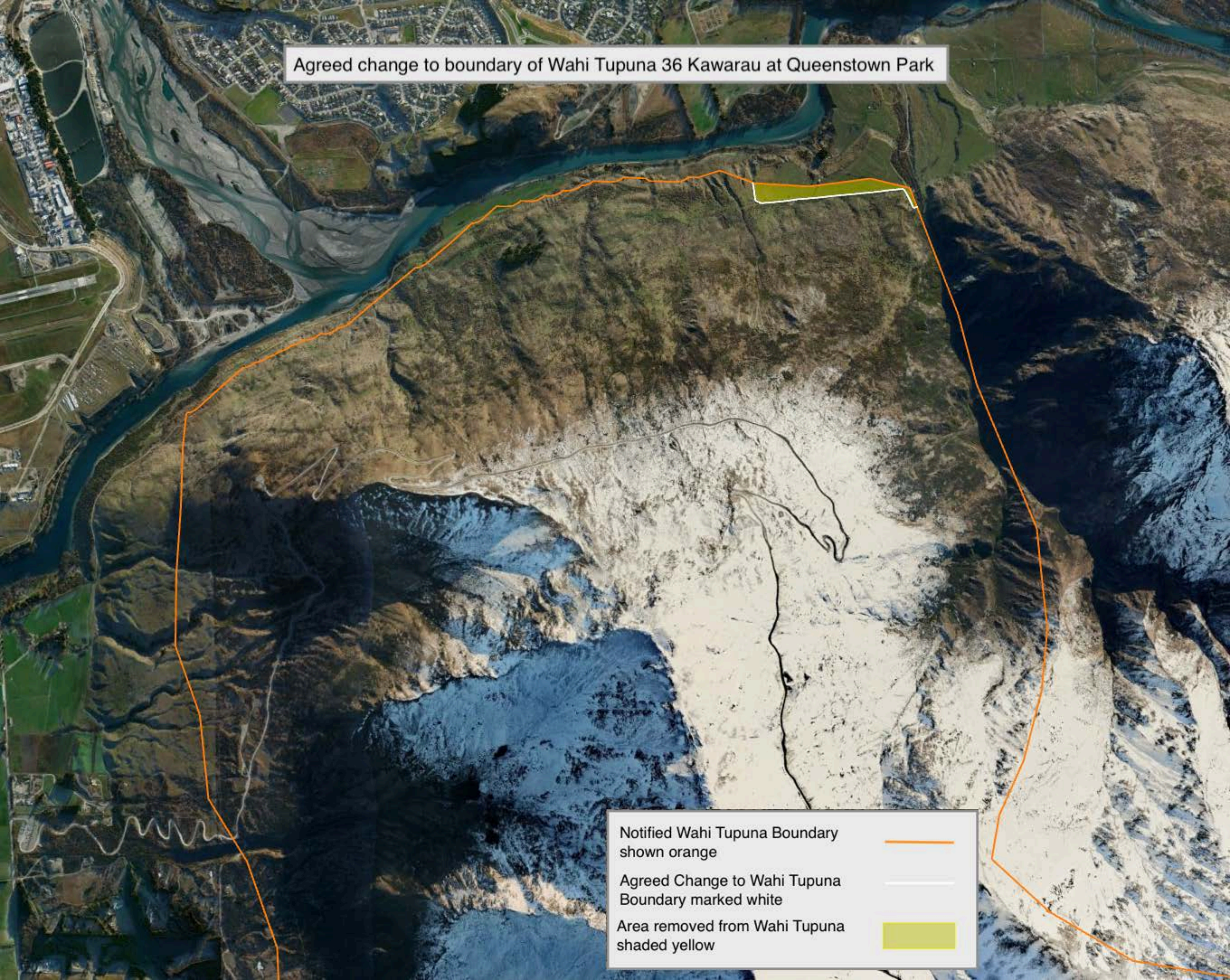
Agreed Change to Wahi Tupuna
Boundary marked white



Area removed from Wahi Tupuna
shaded yellow



Agreed change to boundary of Wahi Tupuna 36 Kawarau at Queenstown Park



- Notified Wahi Tupuna Boundary shown orange
- Agreed Change to Wahi Tupuna Boundary marked white
- Area removed from Wahi Tupuna shaded yellow

Final boundary of Wahi Tupuna 36 Kawarau at Queenstown Park



SCHEDULE 3

Schedule 3: Stormwater Infrastructure - Potential Outfall Locations marked A-E



SCHEDULE 4

Schedule 4: Potential horizontal liquefaction area Remarkables Park



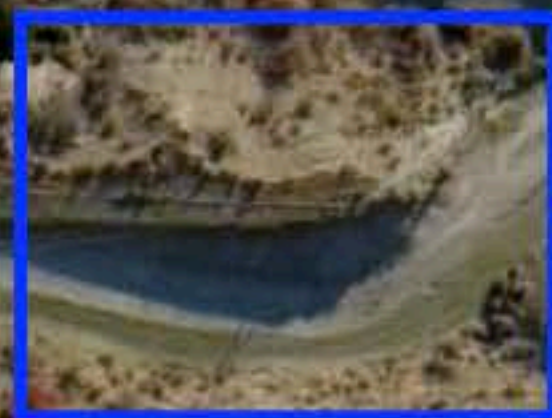
Wahi Tupuna 24 Kawarau River
Boundary

In-ground Wall Alignment

Area protected by in-ground wall

SCHEDULE 5

Schedule 5: Location of crumbling bank on QPL land
(approx 1.7km downstream from Shotover River confluence)



Wahi Tupuna 24 Kawarau River boundary