

TE KAWERAU Ā MAKI  
and  
THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST  
and  
THE CROWN

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DEED OF SETTLEMENT:  
ATTACHMENTS

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ATTACHMENTS

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TABLE OF CONTENTS

1	AREA OF INTEREST .....	1
2	DEED PLANS .....	3
3	NON-EXCLUSIVE RFR AREA .....	25
3A	OTHER RFR LAND.....	27
4	DRAFT SETTLEMENT BILL .....	28

Released under the provision of  
the Official Information Act 1982

1 AREA OF INTEREST

Released under the provision of  
the Official Information Act 1982

*[Handwritten signatures]*  
291 *[Handwritten initials]*

ATTACHMENTS

1: AREA OF INTEREST



Released under the provision of  
the Official Information Act 1982

## 2 DEED PLANS

### STATUTORY AREAS

Taumaihi (part of Te Henga Recreation Reserve) (OTS-106-04)  
Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve (OTS-106-10)  
Swanson Conservation Area (OTS-106-08)  
Henderson Valley Scenic Reserve (OTS-106-09)  
Coastal statutory acknowledgement (OTS-106-14)  
Waitakere River and tributaries (OTS-106-13)  
Kumeu River and tributaries (OTS-106-11)  
Rangitopuni Stream and tributaries (OTS-106-12)  
Te Wa-o-Pareira / Henderson Creek and tributaries (OTS-106-18)  
Motutara Domain (part Muriwai Beach Domain Recreation Reserve (OTS-106-20)  
Whatipu Scientific Reserve (OTS-106-21)

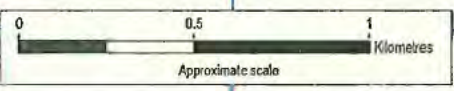
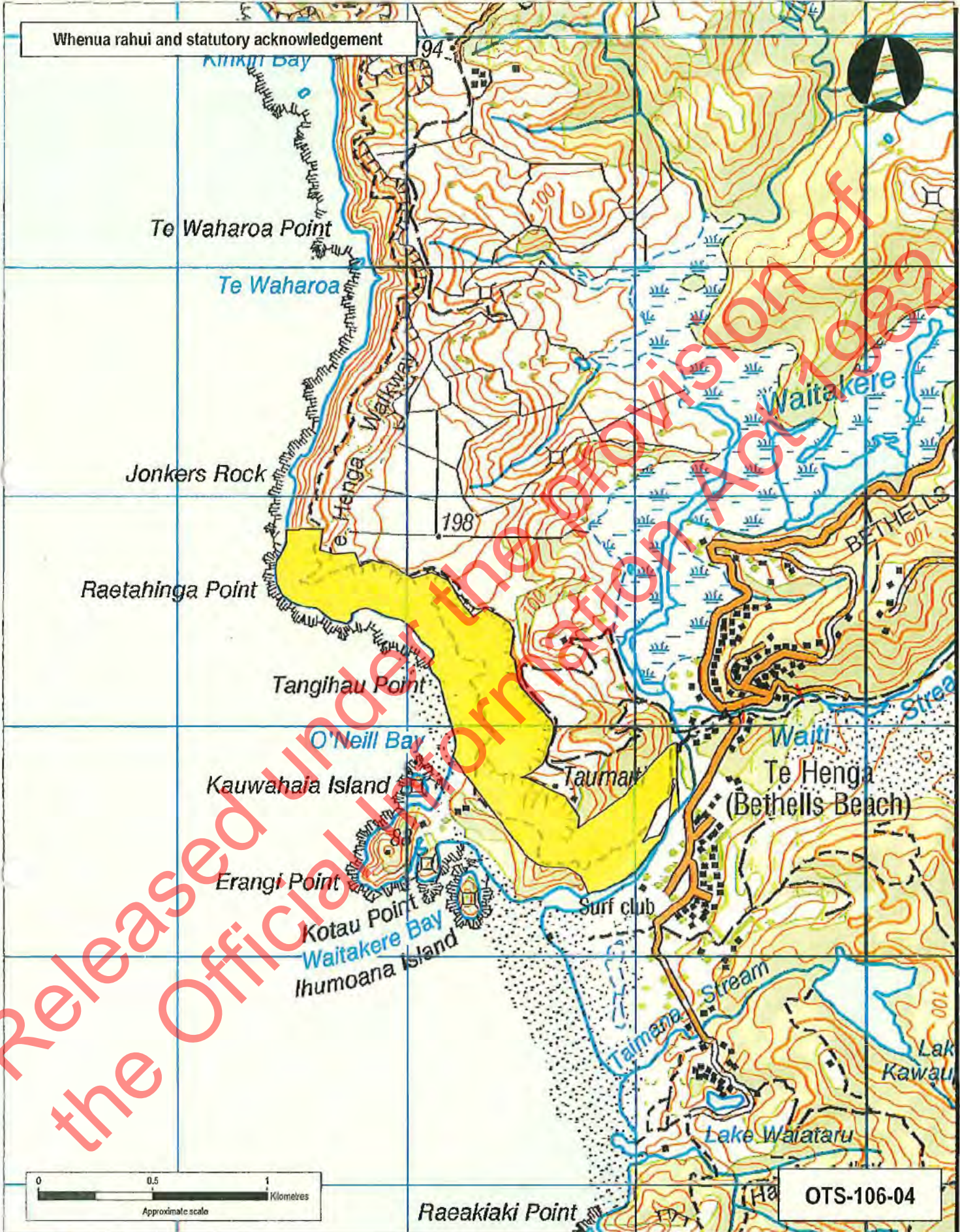
### CULTURAL REDRESS PROPERTIES

Te Henga site A (OTS-106-03)  
Wai Whauwhaupaku (OTS-106-07)  
Kopironui Blocks (OTS-106-15)  
Te Onekiritea Point property (OTS-106-16)  
Te Henga site B (OTS-106-02)  
Parihoa site B (marked B on OTS-106-05)  
Te Kawerau Pā (OTS-106-17)  
Muriwai (OTS-106-01)  
Parihoa site A (OTS-106-05)  
Opareira (OTS-106-06)

### OTHER

Te Onekiritea Point land (OTS-106-22)

Whenua rahui and statutory acknowledgement



OTS-106-04



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are Indicative only.

**Taumaihi**  
**(part of Te Henga Recreation Reserve)**

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

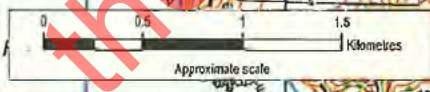
*[Signature]*  
for Te Kawerau ā Maki  
*[Signature]*  
294  
for and on behalf of the Crown

Statutory acknowledgement and deed of recognition



Motutara Settlement Scenic Reserve  
and Goldie Bush Scenic Reserve

OTS-106-10



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are indicative only.

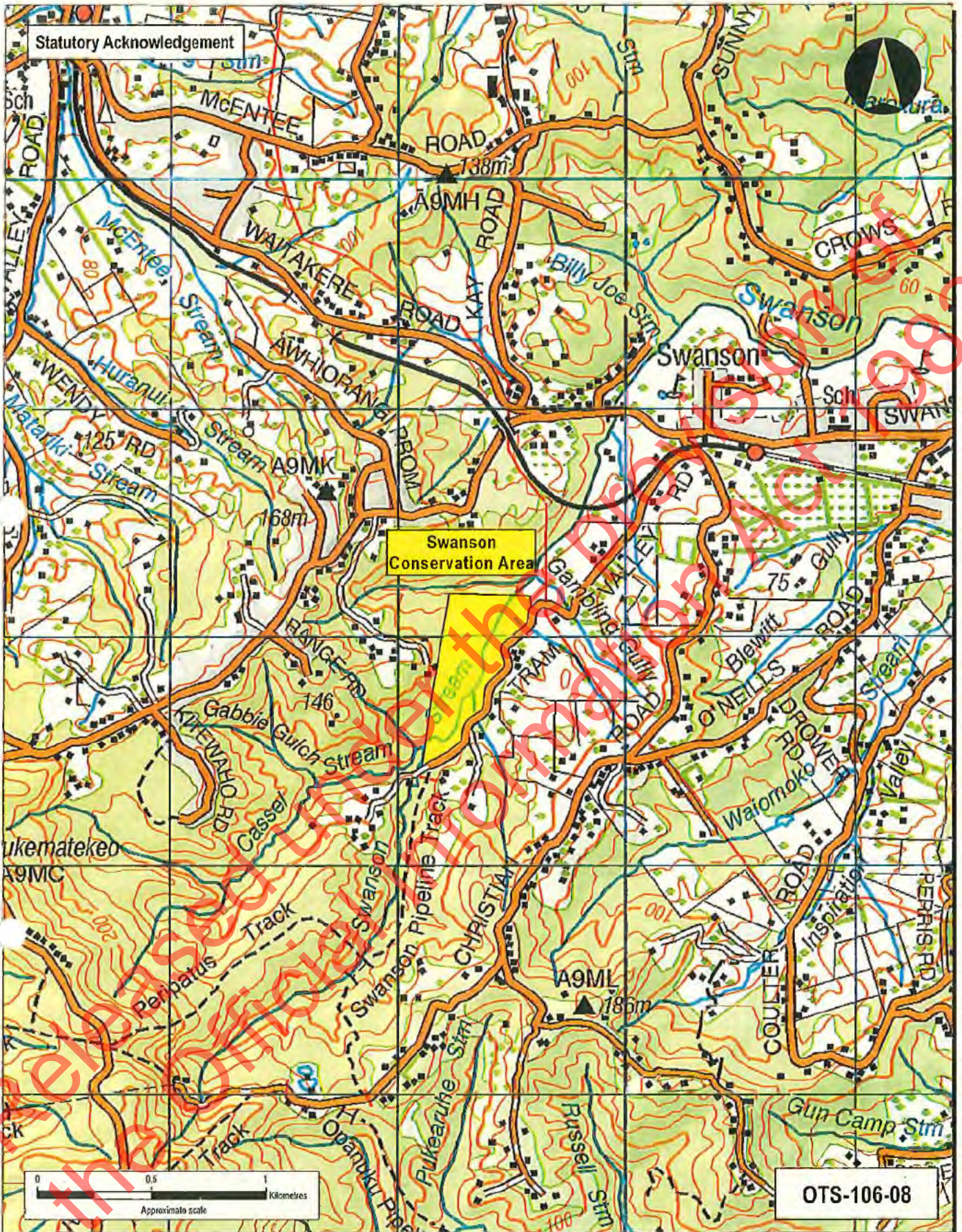
### Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

*[Signature]*  
for Te Kawerau ā Maki  
*[Signature]*  
23/01/2013  
for and on behalf of the Crown

*[Handwritten signature]* 295 *[Handwritten mark]*

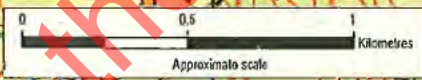


Statutory Acknowledgement



Swanson Conservation Area

OTS-106-08




 North Auckland  
 Land District  
 Territorial Authority:  
 Auckland Council  
  
 Compiled as a graphic  
 representation. Boundaries  
 are indicative only.

**Swanson Conservation Area**

Areas referred to in the deed of settlement between  
 Te Kawerau ā Maki and the Crown

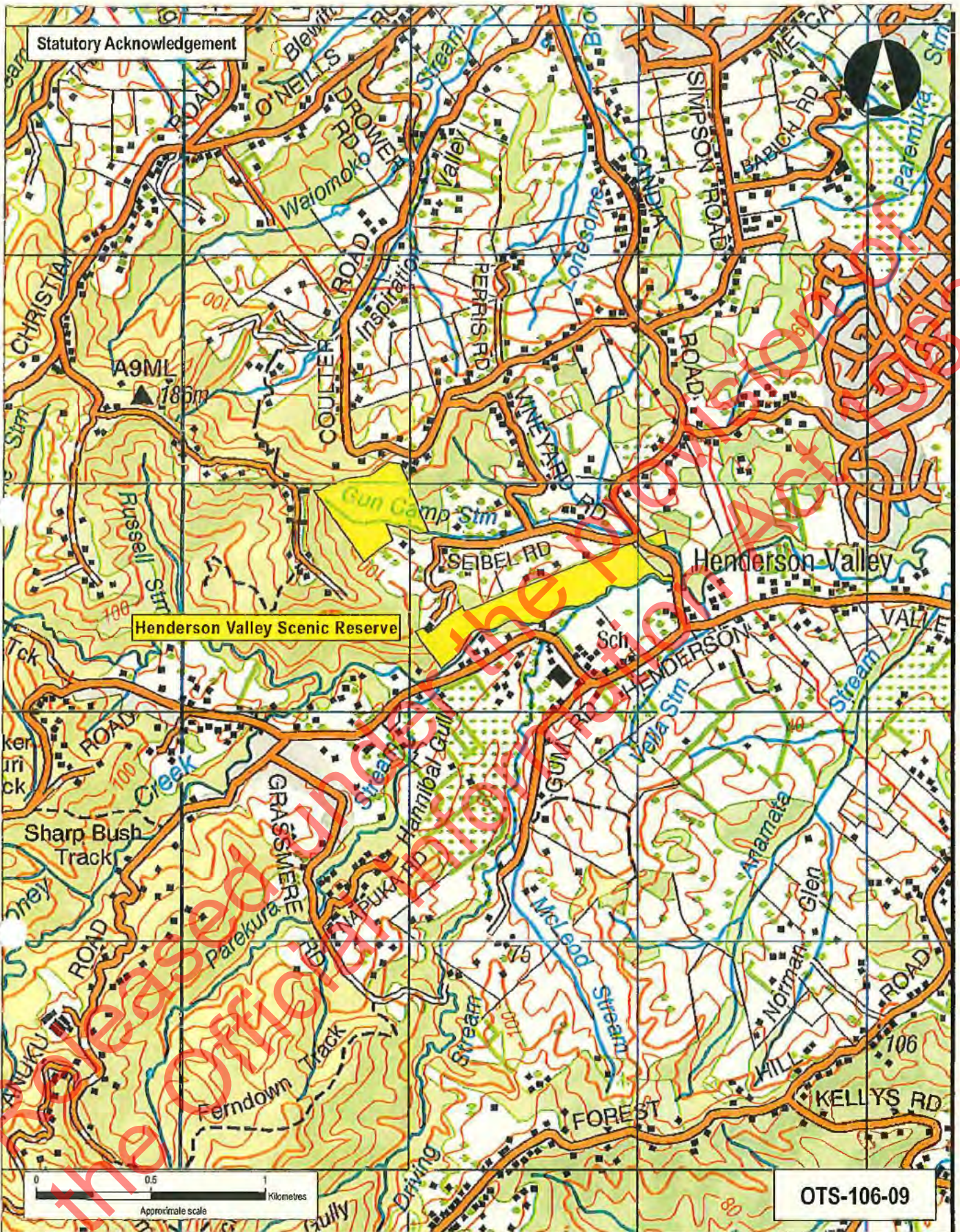
Approved as to boundaries:

*[Signature]* 23/11/2013  
 for Te Kawerau ā Maki

*[Signature]* 23/11/2013  
 for and on behalf of the Crown

*[Handwritten signatures]* 296 *[Handwritten initials]*





North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are indicative only.

### Henderson Valley Scenic Reserve

Areas referred to in the deed of settlement between  
Te Kāwerau ā Maki and the Crown

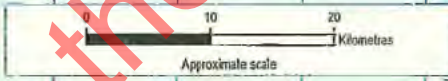
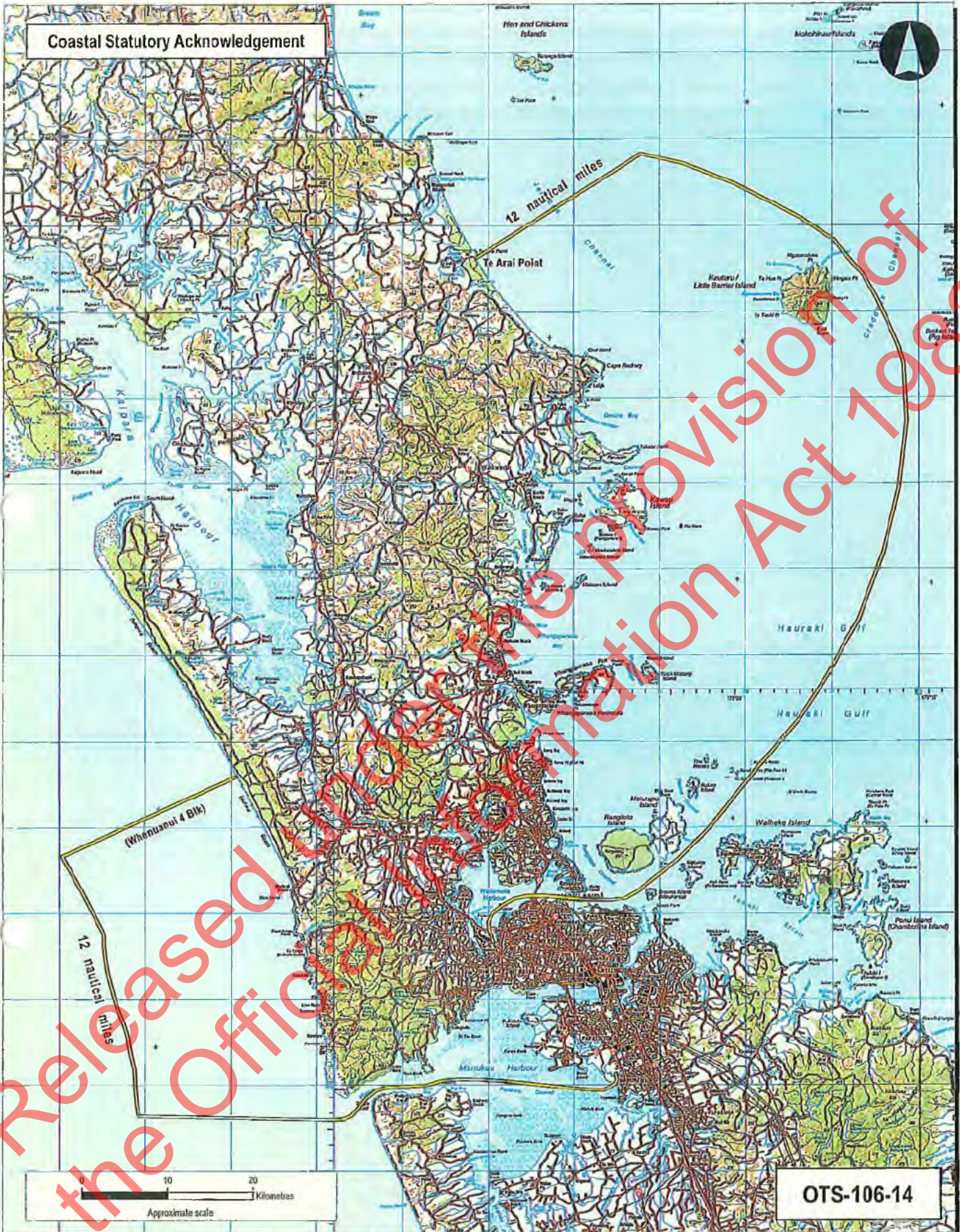
Approved as to boundaries:

*[Signature]*  
for Te Kāwerau ā Maki

*[Signature]*  
23/11/2013  
for and on behalf of the Crown

*[Handwritten signatures]* 297 *[Handwritten initials]*

Coastal Statutory Acknowledgement



OTS-106-14



North Auckland Land District Territorial Authority: Auckland Council

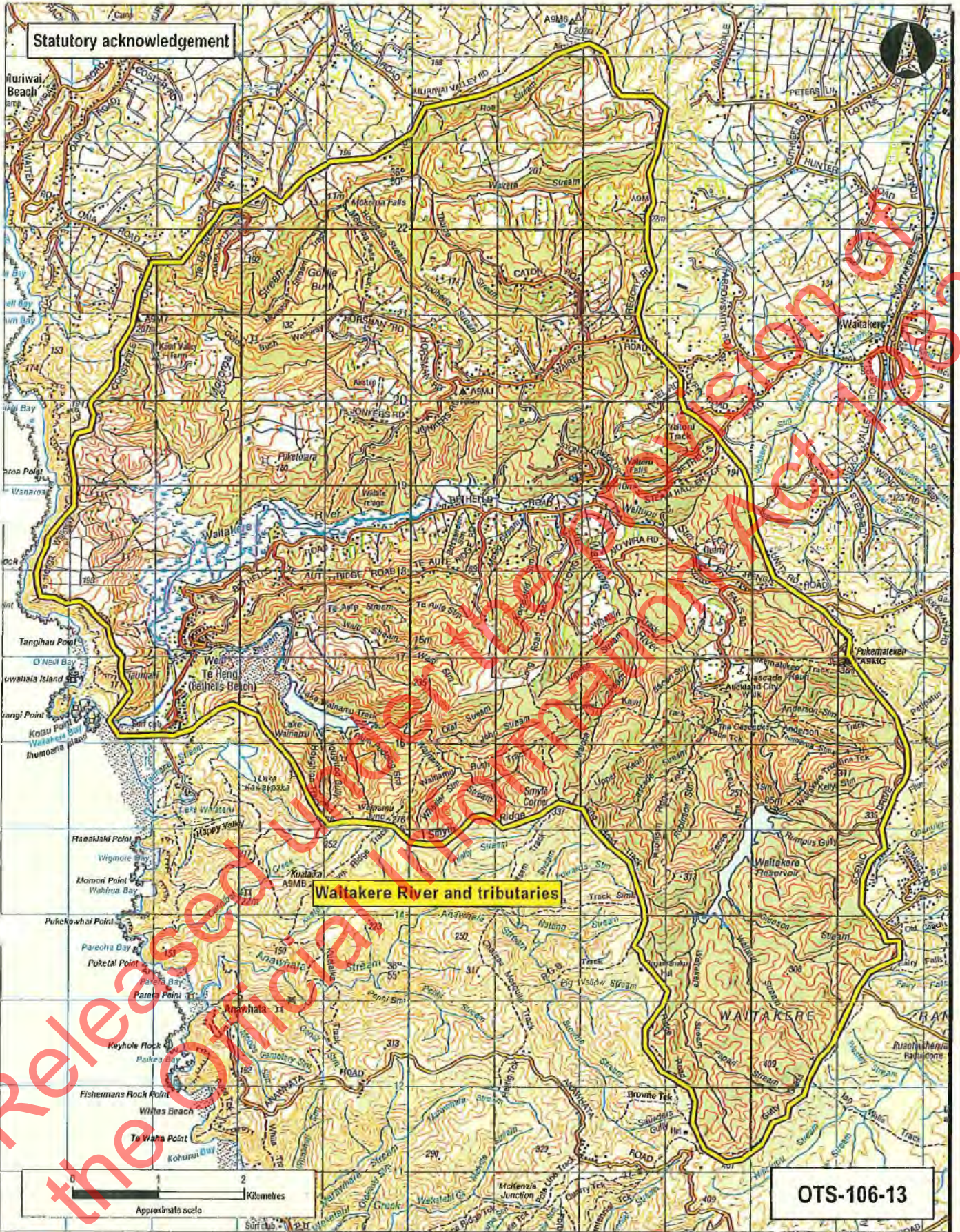
Compiled as a graphic representation. Boundaries are indicative only.

Coastal Statutory Acknowledgement

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

Handwritten signatures and dates: 23/6/2017 for Te Kawerau ā Maki and 23/9/2018 for and on behalf of the Crown.



Statutory acknowledgement

Waitakere River and tributaries

OTS-106-13



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are indicative only.

**Waitakere River and tributaries**

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

*[Signature]* 23/11/2013  
for Te Kawerau ā Maki  
*[Signature]* 23/11/2013  
for and on behalf of the Crown

7. H S 299 *[Signature]*

Statutory acknowledgement

Kumeu River and tributaries

OTS-106-11

North Auckland  
Land District  
Territorial Authority:  
Auckland Council

### Kumeu River and tributaries

Approved as to boundaries:

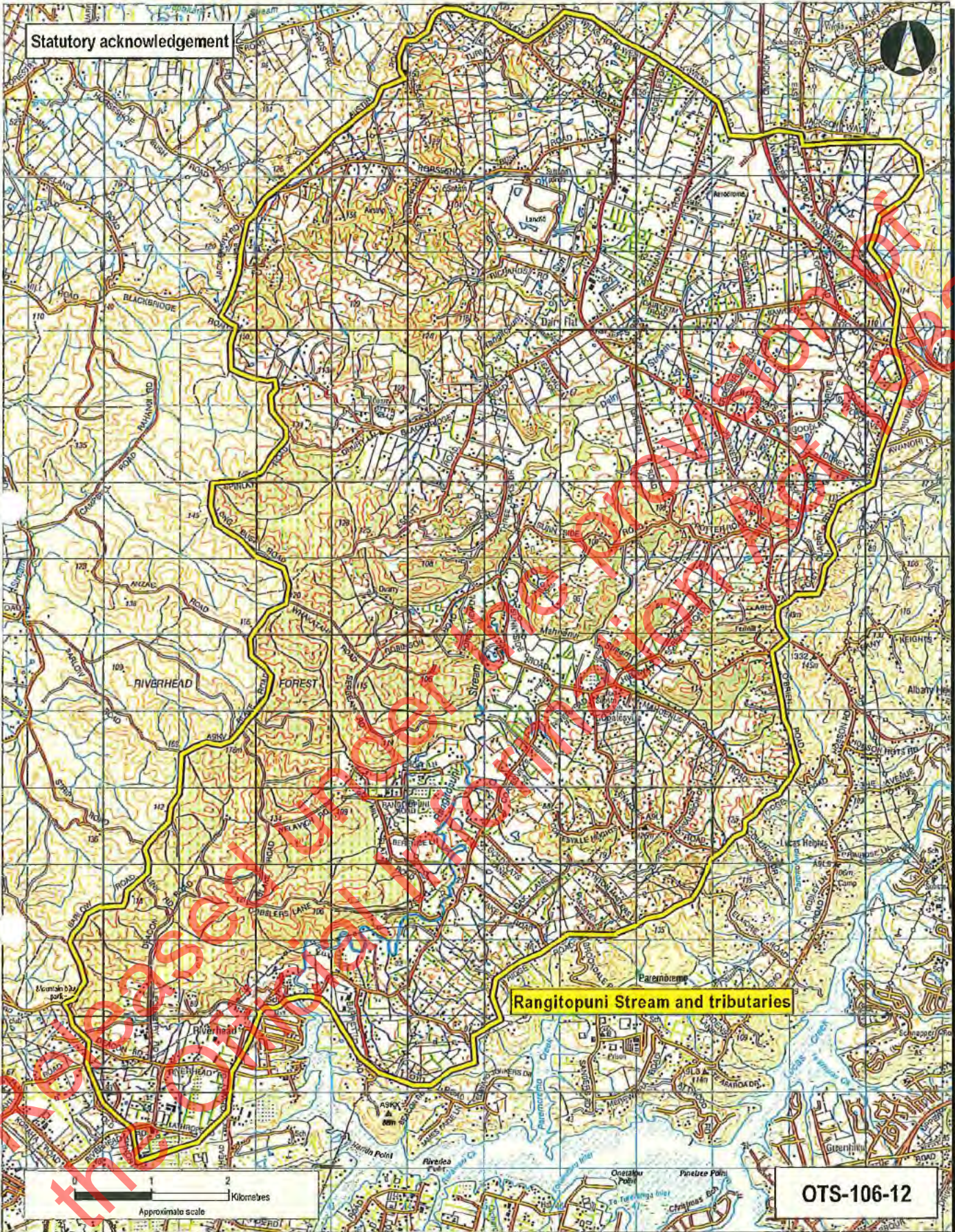
Compiled as a graphic  
representation. Boundaries  
are indicative only.

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

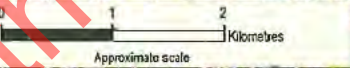
for Te Kawerau ā Maki

for and on behalf of the Crown

Statutory acknowledgement



Rangitopuni Stream and tributaries



OTS-106-12



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are indicative only.

### Rangitopuni Stream and tributaries

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

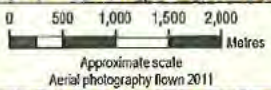
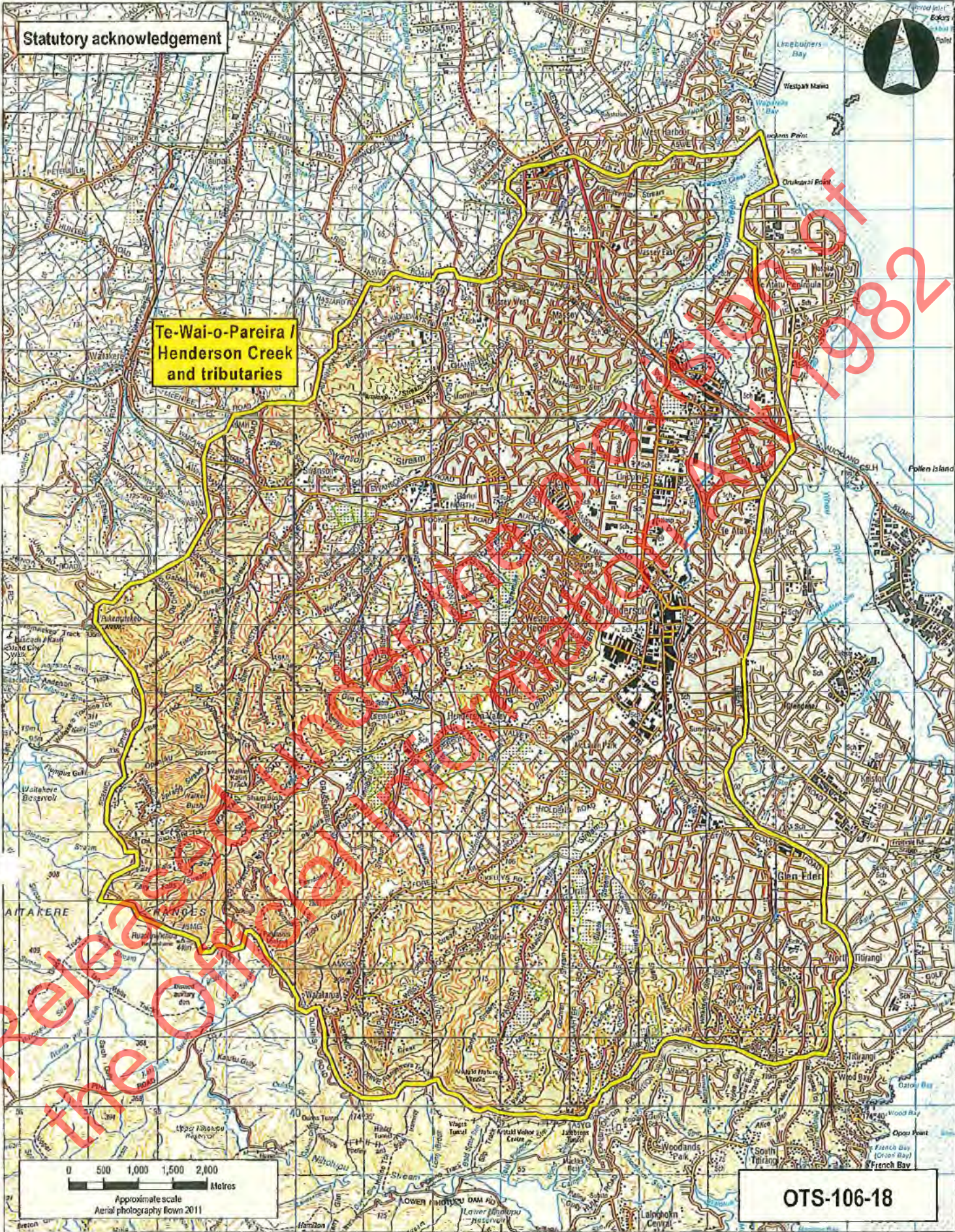
Approved as to boundaries:

*[Signature]* 23.10.2013  
for Te Kawerau ā Maki  
*[Signature]* 23.10.2013  
for and on behalf of the Crown

*[Handwritten signatures and initials]* 301

Statutory acknowledgement

Te-Wai-o-Pareira / Henderson Creek and tributaries



Approximate scale  
Aerial photography flown 2011

OTS-106-18



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are indicative only.

### Te-Wai-o-Pareira / Henderson Creek and tributaries

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

*[Signature]*  
for Te Kawerau ā Maki

*[Signature]*  
302  
for and on behalf of the Crown

Red watermark text: "Te Kawerau ā Maki" and "302" overlaid diagonally across the map.

Statutory acknowledgement



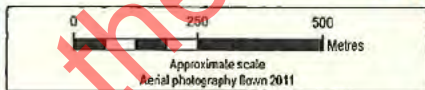
Muriwai Beach

Surf club

Gannet colony  
Otakamiro Point  
Motutara Island

Maori Bay

Collins Bay  
Pillow Lava Bay



OTS-106-20



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are indicative only.

**Motutara Domain**  
(part Muriwai Beach Domain Recreation Reserve)

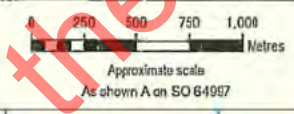
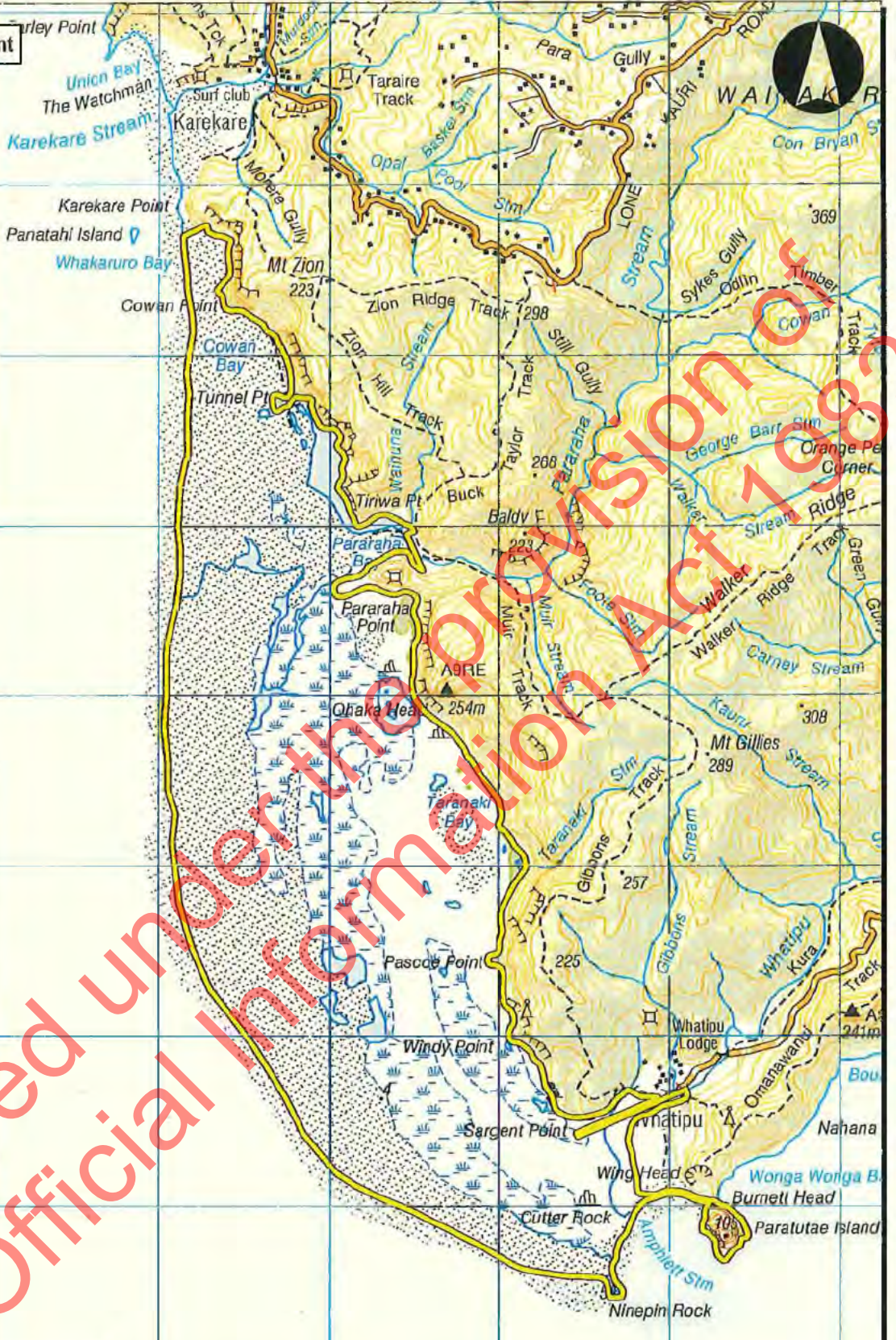
Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

*[Signature]* 23/10/2013  
for Te Kawerau ā Maki  
*[Signature]* 23/10/2013  
for and on behalf of the Crown

7. *[Handwritten initials]* 303 *[Handwritten initials]*

Statutory acknowledgement



OTS-106-21



North Auckland  
Land District  
Territorial Authority:  
Auckland Council  
  
Compiled as a graphic  
representation. Boundaries  
are indicative only.

### Whatipu Scientific Reserve

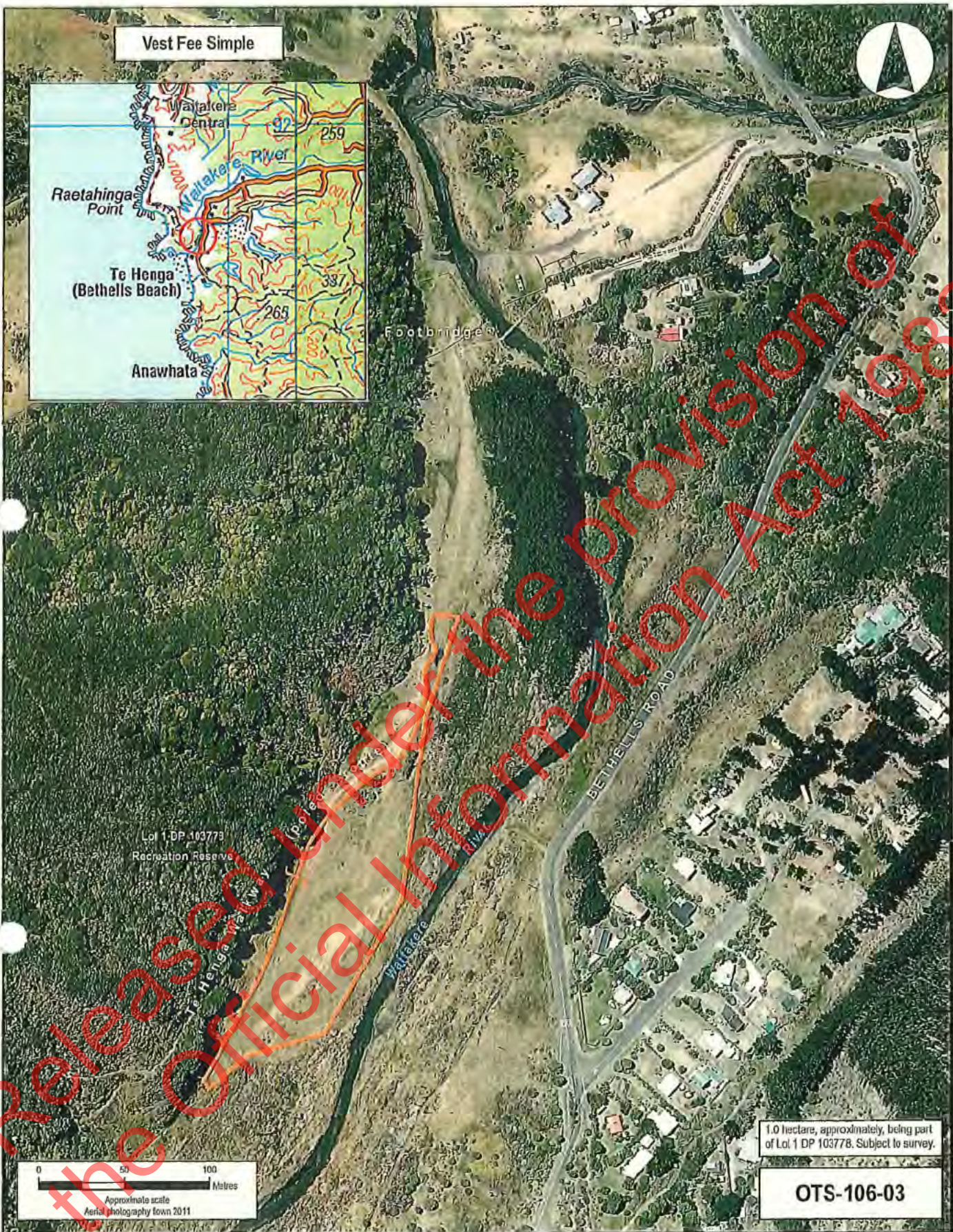
Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:  
*[Signature]* 23/10/2013  
for Te Kawerau ā Maki  
*[Signature]* 23/10/2013  
for and on behalf of the Crown

*[Handwritten marks]* 304 *[Handwritten mark]*

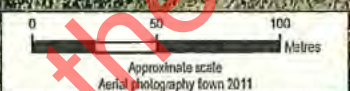


Vest Fee Simple



Lot 1 DP 103778  
Recreation Reserve

1.0 hectare, approximately, being part of Lot 1 DP 103778. Subject to survey.



**OTS-106-03**



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Computed as a graphic  
representation. Boundaries  
are indicative only.

**Te Henga site A**

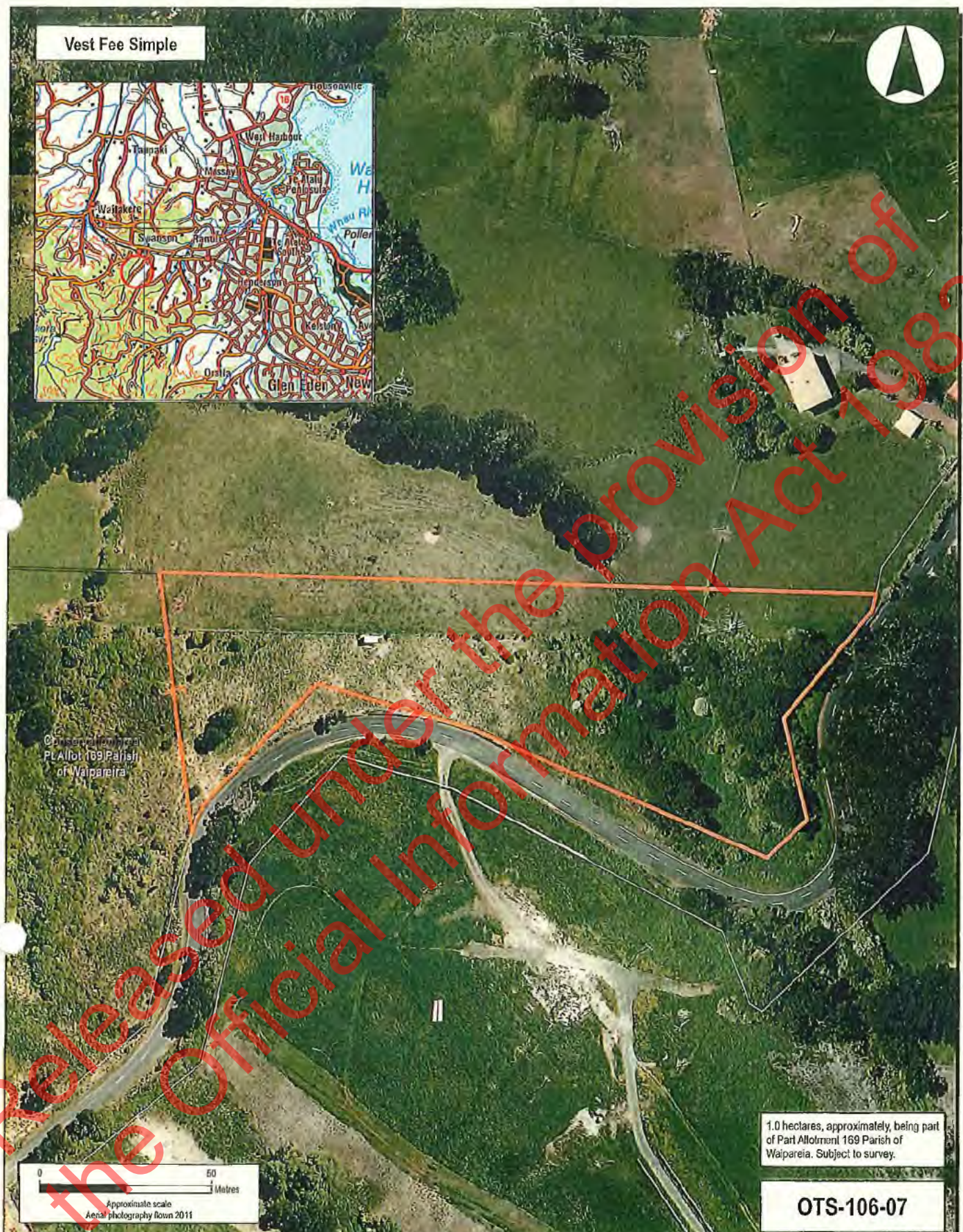
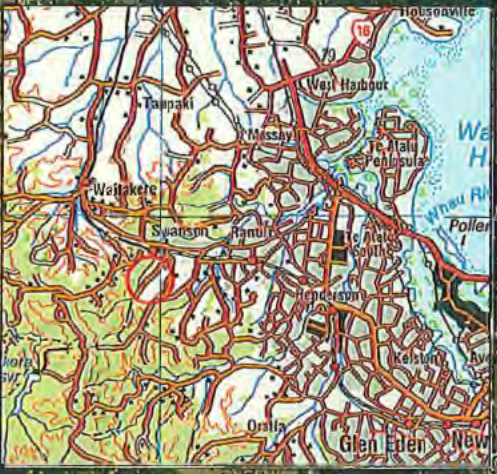
Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

*[Signature]*  
for Te Kawerau ā Maki  
*[Signature]* 23.12.2013  
for and on behalf of the Crown

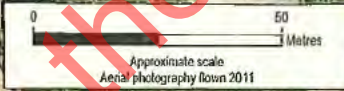
*[Handwritten signature]*  
**305**

Vest Fee Simple



Conservation area  
PL Allot 169 Parish  
of Waipareira

1.0 hectares, approximately, being part  
of Part Allotment 169 Parish of  
Waipareira. Subject to survey.



**OTS-106-07**



North Auckland  
Land District  
Territorial Authority:  
Auckland Council  
  
Compiled as a graphic  
representation. Boundaries  
are indicative only.

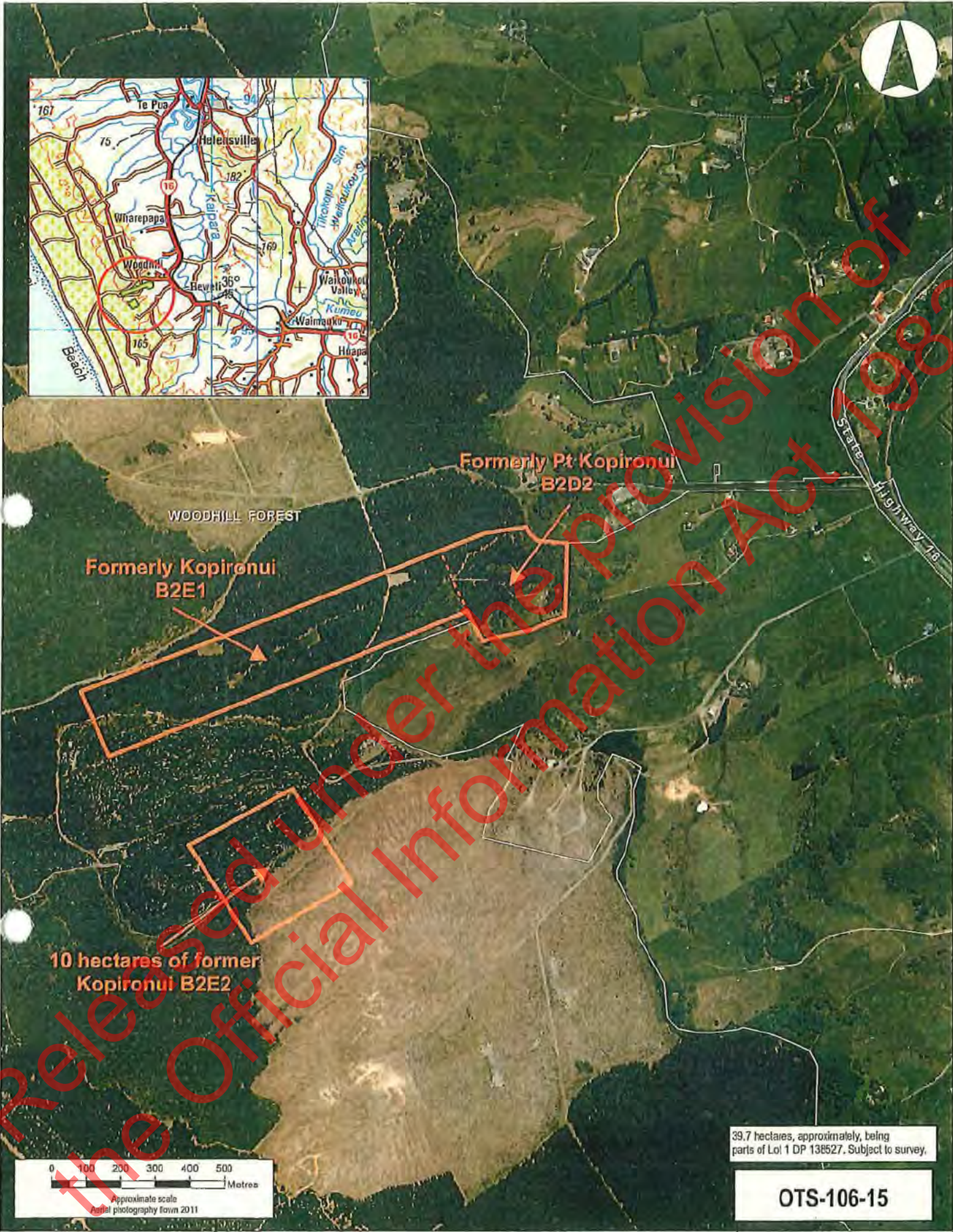
### Wai Whauwhaupaku

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

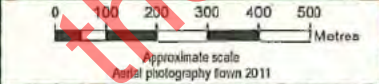
*[Signature]* 23/12/2013  
for Te Kawerau ā Maki  
*[Signature]* 23/12/2013  
for and on behalf of the Crown

*F. W. S. 306* *[Signature]*



39.7 hectares, approximately, being parts of Lot 1 DP 138527. Subject to survey.

**OTS-106-15**



 North Auckland Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

**Kopironui Block**

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

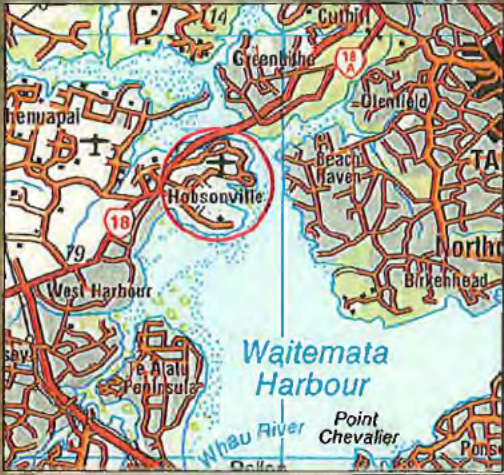
Approved as to boundaries:

*[Signature]* 23/10/2013  
for Te Kawerau ā Maki

*[Signature]* 23/10/2013  
for and on behalf of the Crown

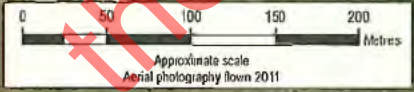
*F.* *W. B.* **307** *[Signature]*

Vest Fee Simple



0.28 hectares, approximately, being part of Lot 98 DP 459994. Subject to survey.

OTS-106-16



North Auckland Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

### Te Onekiritea Point property

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

*[Signature]* 23/10/2013  
for Te Kawerau ā Maki

*[Signature]* 23/10/2013  
for and on behalf of the Crown

*[Handwritten signatures]* 308 *[Handwritten initials]*

Vest Fee Simple



Lot 1 DP 116242

Plot 2 DP 103778

Recreation Reserve

Waitakere  
Kauwaha  
Island

Lot 1 DP 103778

Pt Waitakere 1B1

Waitakere  
Ihimoana  
Island

Pt Waitakere 1

Waitakere River

7.0 hectares, approximately,  
being part of Lot 1 DP 103778.  
Subject to survey.

OTS-106-02

0 100 200  
Metres

Approximate scale  
Aerial photography flown 2011



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are indicative only.

### Te Henga site B

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

*[Signature]* 23/11/2013  
for Te Kawerau ā Maki

*[Signature]* 23/11/2013  
for and on behalf of the Crown

Vest Fee Simple



Scenic Reserve

Parihoa site B

Parihoa site A

Crown Land

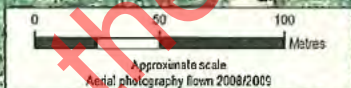
Lot 3 DP/190087

Lot 2 DP/190087

Parihoa site A:  
2.0 hectares, approximately, being  
Crown land as shown 'A'.  
Subject to survey.

Parihoa site B :  
0.5 hectares, approximately, being  
Crown land as shown 'B'.  
Subject to survey.

OTS-106-05



North Auckland  
Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic  
representation. Boundaries  
are indicative only.

### Parihoa properties

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

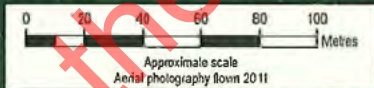
*[Signature]* 23/12/2013  
for Te Kawerau ā Maki

*[Signature]* 23/12/2013  
for and on behalf of the Crown

Vest Fee Simple



Released under the provision of the Official Information Act 1982



1.5 hectares, approximately, being part of Section 6 Block III Tiritiri Survey District. Subject to survey.

OTS-106-17



North Auckland Land District  
Territorial Authority:  
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Te Kawerau Pā

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

*[Signature]* 23/10/2013  
for Te Kawerau ā Maki  
*[Signature]* 23/10/2013  
for and on behalf of the Crown

*[Handwritten marks]* 311 *[Handwritten mark]*

Vest Fee Simple



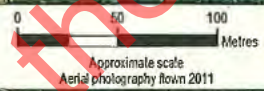
Motutara Settlement Scenic Reserve  
Sec 24S Motutara Sett

Lot 4 DP 330548

Lot 2 DP 111535

1.0 hectare, approximately, being part  
of Section 24S Motutara Settlement.  
Subject to survey.

**OTS-106-01**



North Auckland  
Land District  
Territorial Authority:  
Auckland Council  
  
Compiled as a graphic  
representation. Boundaries  
are indicative only.

**Muriwai**

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:  
*[Signature]* 23/10/2013  
for Te Kawerau ā Maki  
*[Signature]* 23/10/2013  
for and on behalf of the Crown

*[Handwritten signature]* 312 *[Handwritten initials]*



Vest Fee Simple



VINEYARD ROAD

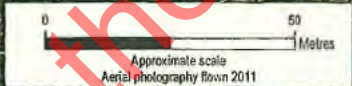
GLANDIA ROAD

Henderson Valley Scenic Reserve  
PU Allot 196 Parish of Waipareira

20 metre offset  
from stream

1.0 hectares, approximately, being part  
of Part Allotment 196 Parish of  
Waipareira. Subject to survey.

OTS-106-06



North Auckland  
Land District  
Territorial Authority:  
Auckland Council  
Compiled as a graphic  
representation. Boundaries  
are indicative only.

Opareira

Areas referred to in the deed of settlement between  
Te Kawerau ā Maki and the Crown

Approved as to boundaries:


*[Signature]* 23/10/2013  
for Te Kawerau ā Maki  
*[Signature]* 23/10/2013  
for and on behalf of the Crown

*[Handwritten signatures]* 313 *[Handwritten initials]*



0 50 100 150 200 Metres  
 Approximate scale  
 Aerial photography from 2011  
 Topographic image sourced from NZ Topo Topographic Map Series.  
 Crown Copyright Reserved.

**OTS-106-22**



North Auckland  
 Land District  
 Territorial Authority:  
 Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

**Te Onekiritea Point Right of First Refusal Area**

Areas referred to in the deed of settlement between  
 Te Kawerau ā Maki and the Crown

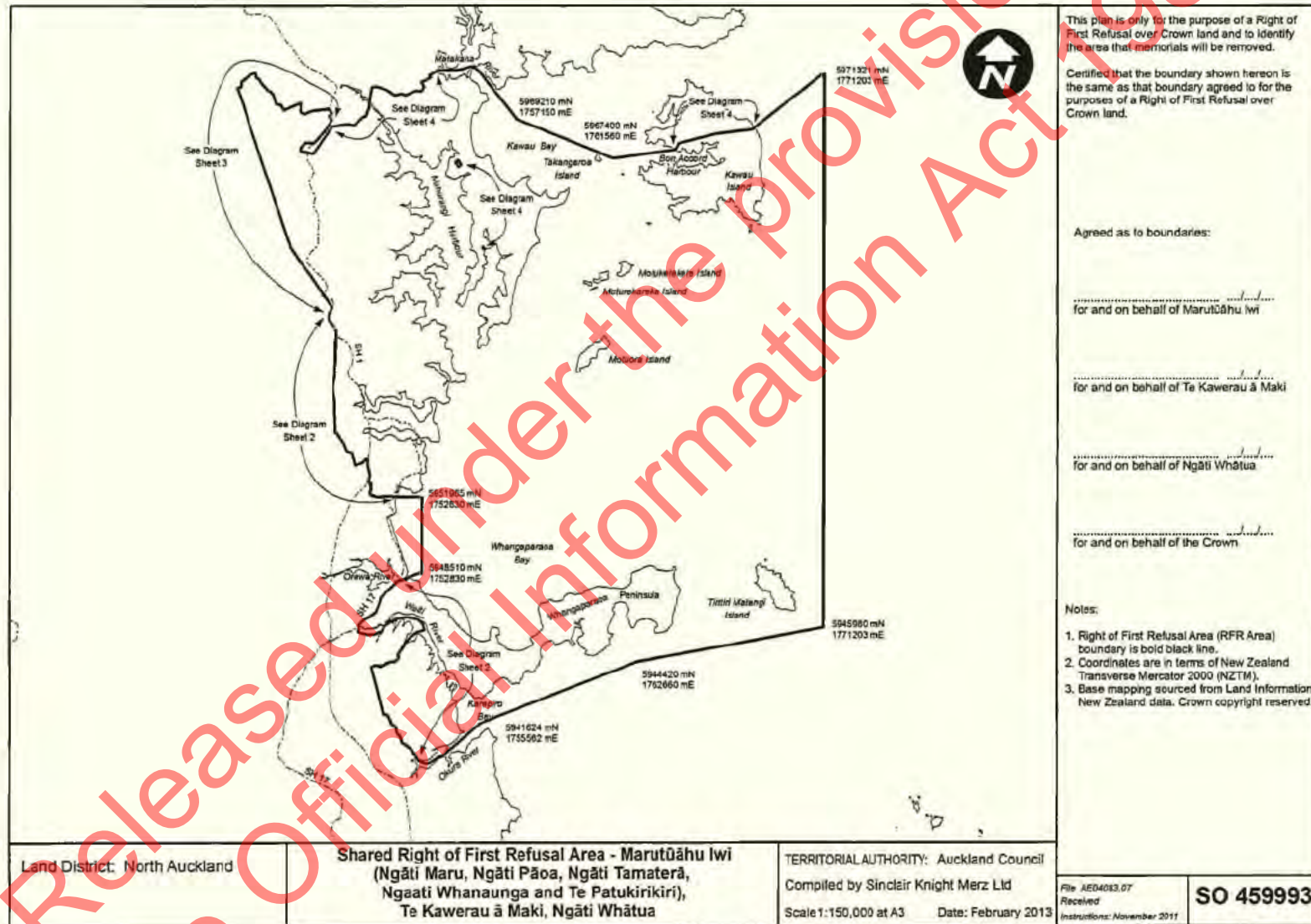
Approved as to boundaries:  
*[Signature]* 23/10/2013  
 for Te Kawerau ā Maki  
*[Signature]* 23/10/2013  
 for and on behalf of the Crown

*[Handwritten marks]* 314 *[Handwritten mark]*

3 NON-EXCLUSIVE RFR AREA

Released under the provision of  
the Official Information Act 1982





This plan is only for the purpose of a Right of First Refusal over Crown land and to identify the area that memorials will be removed.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of a Right of First Refusal over Crown land.

Agreed as to boundaries:

- .....  
for and on behalf of Marutūāhu iwi
- .....  
for and on behalf of Te Kawerau ā Maki
- .....  
for and on behalf of Ngāti Whātua
- .....  
for and on behalf of the Crown

- Notes:
1. Right of First Refusal Area (RFR Area) boundary is bold black line.
  2. Coordinates are in terms of New Zealand Transverse Mercator 2000 (NZTM).
  3. Base mapping sourced from Land Information New Zealand data. Crown copyright reserved.

Land District: North Auckland

**Shared Right of First Refusal Area - Marutūāhu Iwi**  
 (Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā,  
 Ngaati Whanaunga and Te Patukirikiri),  
 Te Kawerau ā Maki, Ngāti Whātua

TERRITORIAL AUTHORITY: Auckland Council  
 Compiled by Sinclair Knight Merz Ltd  
 Scale 1:150,000 at A3 Date: February 2013

File AE04013.07  
 Received  
 Instructions: November 2011

**SO 459993**

3: NON-EXCLUSIVE RFR AREA

ATTACHMENTS

Handwritten notes and signatures in the bottom left corner, including a large '27' and a signature.

ATTACHMENTS

3A OTHER RFR LAND

*Rights of first refusal: exclusive RFR land*

Property	Description (all North Auckland Land District)	Land holding agency
Clark House	1.9354 hectares, more or less, being Part Allotment 2 Parish of Waipareira. All computer interest register 348578.	NZ Defence Force
Te Onekiritea Point	11.0 hectares, approximately, being Part Lot 98 DP459994. Part computer freehold register 604164. Subject to survey. As shown on deed plan OTS-106-22	Housing NZ Corporation

*Rights of first refusal: non-exclusive RFR land*

Property	Description (all North Auckland Land District)	Land holding agency
Paremoremo Prison	<p>Paremoremo Rd, Albany</p> <p>54.6206 hectares, more or less, being Lot 1 DP 181551 and Allotment 683 Parish of Paremoremo. All computer freehold register NA107B/736.</p> <p>21.2474 hectares, more or less, being Section 1 SO 66967 and Lot 4 DP 24508. All computer freehold register NA100C/864</p> <p>4.1581 hectares, more or less, being Lot 3 DP 64525. All computer freehold register NA21B/219.</p> <p>0.9230 hectares, more or less, being Allotment 680 Parish of Paremoremo. All computer freehold register NA102D/363.</p> <p>0.6400 hectares, more or less, being Section 1 SO 66966. All computer freehold register NA108D/127.</p> <p>2 Attwood Rd, Albany</p> <p>0.2413 hectares, more or less, being Part Lot 10 DP 59580. All computer freehold register NA108D/38.</p>	Department of Corrections

4 DRAFT SETTLEMENT BILL

Released under the provision of  
the Official Information Act 1982

4 DRAFT SETTLEMENT BILL

Released under the provision of  
the Official Information Act 1982

**IN CONFIDENCE**

**Te Kawerau ā Maki Claims  
Settlement Bill**

Government Bill

**Explanatory note**

**General policy statement**

**Departmental disclosure statement**

The Ministry of Justice is required to prepare a disclosure statement to assist with the scrutiny of this Bill. It provides access to information about the policy development of the Bill and identifies any significant or unusual legislative features of the Bill.

A copy of the statement can be found at [PPU to insert URL and link].

**Clause by clause analysis**

*Clause*

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*Hon Christopher Finlayson*

**Te Kawerau ā Maki Claims  
Settlement Bill**

Government Bill

**Contents**

		Page
1	Title	7
2	Commencement	7
<b>Part 1</b>		
<b>Preliminary matters, acknowledgements and apology, and settlement of historical claims</b>		
<i>Preliminary matters</i>		
3	Purpose	8
4	Provisions to take effect on settlement date	8
5	Act binds the Crown	8
6	Outline	8
<i>Acknowledgements and apology of the Crown</i>		
7	Acknowledgements and apology	10
8	Acknowledgements	10
9	Apology	17
<i>Interpretation provisions</i>		
10	Interpretation of Act generally	19
11	Interpretation	19
12	Meaning of Te Kawerau ā Maki	22
13	Meaning of historical claims	23
<i>Historical claims settled and jurisdiction of courts, etc, removed</i>		
14	Settlement of historical claims final	24

**Te Kawerau ā Maki Claims Settlement Bill**

---

<i>Amendment to Treaty of Waitangi Act 1975</i>		
15	Amendment to Treaty of Waitangi Act 1975	25
<i>Resumptive memorials no longer to apply</i>		
16	Certain enactments do not apply	25
17	Resumptive memorials to be cancelled	25
<i>Miscellaneous matters</i>		
18	Rule against perpetuities does not apply	27
19	Access to deed of settlement	27
<b>Part 2</b>		
<b>Cultural redress</b>		
Subpart 1—Protocols		
20	Interpretation	27
<i>General provisions applying to protocols</i>		
21	Issuing, amending, and cancelling protocols	28
22	Protocols subject to rights, functions, and duties	28
23	Enforcement of protocols	29
<i>Crown minerals</i>		
24	Crown minerals protocol	29
<i>Taonga tūturu</i>		
25	Taonga tūturu protocol	30
Subpart 2—Statutory acknowledgement and deed of recognition		
26	Interpretation	30
<i>Statutory acknowledgement</i>		
27	Statutory acknowledgement by the Crown	31
28	Purposes of statutory acknowledgement	31
29	Relevant consent authorities to have regard to statutory acknowledgement	32
30	Environment Court to have regard to statutory acknowledgement	32
31	Historic Places Trust and Environment Court to have regard to statutory acknowledgement	32
32	Recording statutory acknowledgement on statutory plans	33
33	Provision of summary or notice to trustees	33
34	Use of statutory acknowledgement	34

Te Kawerau ā Maki Claims Settlement Bill

	<i>Deed of recognition</i>	
35	Issuing and amending deed of recognition	35
	<i>General provisions relating to statutory acknowledgement and deeds of recognition</i>	
36	Application of statutory acknowledgement and deed of recognition to river or stream	35
37	Exercise of powers and performance of functions and duties	36
38	Rights not affected	36
	<i>Consequential amendment to Resource Management Act 1991</i>	
39	Amendment to Resource Management Act 1991	37
	Subpart 3—Whenua rāhui	
40	Interpretation	37
41	Declaration of whenua rāhui and the Crown's acknowledgement	38
42	Purposes of whenua rāhui	38
43	Agreement on protection principles	38
44	Obligations on New Zealand Conservation Authority and Conservation Boards	38
45	Noting of whenua rāhui in strategies and plans	39
46	Notification in <i>Gazette</i>	39
47	Actions by Director-General	40
48	Amendment to strategies or plans	40
49	Regulations	40
50	Bylaws	41
51	Existing classification of whenua rāhui area	41
52	Termination of whenua rāhui	41
53	Exercise of powers and performance of functions and duties	42
54	Rights not affected	42
	Subpart 4—Official geographic names	
55	Interpretation	42
56	Official geographic names	43
57	Publication of official geographic names	43
58	Subsequent alteration of official geographic names	43
	Subpart 5—Vesting of cultural redress properties	
59	Interpretation	44

**Te Kawerau ā Maki Claims Settlement Bill**

---

<i>Properties vested in fee simple</i>		
60	Te Henga site A	45
61	Wai Whauwhaupaku	45
<i>Property vested in fee simple to be held as Māori reservation</i>		
62	Te Onekiritea Point property	45
<i>Properties vested in fee simple to be administered as reserves</i>		
63	Parihoa site B	46
64	Te Henga site B	46
65	Te Kawerau Pā	46
66	Te Kawerau Pā vests subject to, or together with, interests	47
<i>Properties vested in fee simple subject to conservation covenant</i>		
67	Muriwai	48
68	Opareira	48
69	Parihoa site A	49
<i>Kopironui property vested in fee simple</i>		
70	Interpretation	49
71	Fee simple estate in Kopironui property vested	50
72	Licensors or joint licensors	50
<i>Jurisdiction of Māori Land Court in relation to Kopironui property</i>		
73	Proceedings to determine ownership of Kopironui property	51
74	Determination by Māori Land Court	51
75	Agreement by consent order	53
76	Order of Court	53
<i>Procedural matters</i>		
77	Powers and procedures of Māori Land Court	54
78	Service and notification of order	55
<i>General provisions applying to vesting of cultural redress properties</i>		
79	Vesting of share of fee simple estate in property	55
80	Properties vest subject to or together with interests	55
81	Registration of ownership	56
82	Registration of ownership of Kopironui property	57
83	Application of Part 4A of Conservation Act 1987	58

Te Kawerau ā Maki Claims Settlement Bill

84	Matters to be recorded on computer freehold register	59
85	Application of other enactments	60
86	Names of Crown protected areas discontinued	60

*Further provisions applying to reserve properties*

87	Application of other enactments to reserve properties	61
88	Subsequent transfer of reserve land	61
89	Transfer of reserve land to new administering body	61
90	Transfer of reserve land to trustees of existing administering body if trustees change	62
91	Reserve land not to be mortgaged	63
92	Saving of bylaws, etc, in relation to reserve properties	63

**Part 3**

**Commercial redress**

93	Interpretation	63
	Subpart 1—Transfer of commercial redress property and deferred selection properties	

94	The Crown may transfer properties	65
95	Transfer of share of the fee simple estate in Housing Block	66
96	Minister of Conservation may grant easements	66
97	Computer freehold registers for deferred selection properties and Housing Block	66
98	Computer freehold register for licensed land	67
99	Authorised person may grant covenant for later creation of computer freehold register	68
100	Application of other enactments	68

Subpart 2—Licensed land

101	Licensed land ceases to be Crown forest land	69
102	Trustees are confirmed beneficiaries and licensors of licensed land	69
103	Effect of transfer of licensed land	70

Subpart 3—Access to protected sites

104	Right of access to protected sites	70
105	Right of access over licensed land	71
106	Right of access to be recorded on computer freehold registers	71

Te Kawerau ā Maki Claims Settlement Bill

Subpart 4—Right of first refusal over RFR land

*Interpretation*

107	Interpretation	72
108	Meaning of RFR land	76
109	Meaning of exclusive RFR land	76
110	RFR land required for another Treaty settlement	77

*Application of this subpart*

111	When this subpart comes into effect	77
-----	-------------------------------------	----

*Restrictions on disposal of RFR land*

112	Restrictions on disposal of RFR land	78
-----	--------------------------------------	----

*Governance entities' right of first refusal*

113	Requirements for offer	80
114	Expiry date of offer	80
115	Withdrawal of offer	81
116	Acceptance of offer	81
117	Formation of contract	82

*Disposals to others but land remains RFR land*

118	Disposal to the Crown or Crown bodies	83
119	Disposal of existing public works to local authorities	83
120	Disposal of reserves to administering bodies	83

*Disposals to others where land may cease to be RFR land*

121	Disposal in accordance with obligations under enactment or rule of law	84
122	Disposal in accordance with legal or equitable obligations	84
123	Disposal under certain legislation	85
124	Disposal of land held for public works	85
125	Disposal for reserve or conservation purposes	85
126	Disposal for charitable purposes	86
127	Disposal to tenants	86
128	Disposal by Housing New Zealand Corporation	86

*RFR landowner obligations*

129	RFR landowner's obligations subject to other matters	87
-----	--	----

*Notices about RFR land*

130	Notice to LINZ of RFR land with computer register after RFR date	87
131	Notice to governance entities of disposal of RFR land to others	87
132	Notice to LINZ of land ceasing to be RFR land	88

133	Notice to governance entities if disposal of certain RFR land being considered	89
134	Notice requirements	90
	<i>Right of first refusal recorded on computer registers</i>	
135	Right of first refusal to be recorded on computer registers for RFR land	91
136	Removal of notifications when land to be transferred or vested	92
137	Removal of notifications when notice given under section 110	92
138	Removal of notifications when RFR period ends	93
	<i>General provisions applying to right of first refusal</i>	
139	Waiver and variation	93
140	Disposal of Crown bodies not affected	94
141	Assignment of rights and obligations under this subpart	94
	<b>Schedule 1</b>	95
	<b>Statutory areas</b>	
	<b>Schedule 2</b>	96
	<b>Whenua rāhui area</b>	
	<b>Schedule 3</b>	97
	<b>Cultural redress properties</b>	
	<b>Schedule 4</b>	100
	<b>Notices in relation to RFR land</b>	

The Parliament of New Zealand enacts as follows:

- 1 **Title**  
This Act is the Te Kawerau ā Maki Claims Settlement Act 2014.
- 2 **Commencement**  
This Act comes into force on the day after the date on which it receives the Royal assent.

**Part 1****Preliminary matters, acknowledgements  
and apology, and settlement of historical  
claims***Preliminary matters***3 Purpose**

The purpose of this Act is—

- (a) to record in English the acknowledgements and apology given by the Crown to Te Kawerau ā Maki in the deed of settlement; and
- (b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Te Kawerau ā Maki.

**4 Provisions to take effect on settlement date**

- (1) The provisions of this Act take effect on the settlement date unless stated otherwise.
- (2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required for—
  - (a) the provision to have full effect on that date; or
  - (b) a power to be exercised under the provision on that date; or
  - (c) a duty to be performed under the provision on that date.

**5 Act binds the Crown**

This Act binds the Crown.

**6 Outline**

- (1) This section is a guide to the overall scheme and effect of this Act but does not affect the interpretation or application of the other provisions of this Act or of the deed of settlement.
- (2) This Part—
  - (a) sets out the purpose of this Act; and
  - (b) provides that the provisions of this Act take effect on the settlement date unless a provision states otherwise; and



- (c) specifies that the Act binds the Crown; and
  - (d) records the text of the acknowledgements and apology given by the Crown to Te Kawerau ā Maki, as recorded in the deed of settlement; and
  - (e) defines terms used in this Act, including key terms such as Te Kawerau ā Maki and historical claims; and
  - (f) provides that the settlement of the historical claims is final; and
  - (g) provides for—
    - (i) the effect of the settlement of the historical claims on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
    - (ii) a consequential amendment to the Treaty of Waitangi Act 1975; and
    - (iii) the effect of the settlement on certain memorials; and
    - (iv) the exclusion of the law against perpetuities; and
    - (v) access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including—
- (a) cultural redress that does not involve the vesting of land, namely,—
    - (i) protocols for Crown minerals and taonga tūturu on the terms set out in the documents schedule; and
    - (ii) a statutory acknowledgement by the Crown of the statements made by Te Kawerau ā Maki of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement, together with a deed of recognition for the specified area; and
    - (iii) the whenua rāhui applying to a certain area of land; and
    - (iv) the provision of official geographic names; and
  - (b) cultural redress requiring vesting in the trustees of the fee simple estate in certain cultural redress properties, including the vesting of the Kopironui property pursuant to a determination of the Maori Land Court made

under the jurisdiction conferred on the court by **subpart 2** of this Part.

- (4) **Part 3** provides for commercial redress, including—
- (a) in **subpart 1**, the transfer of the commercial redress property, deferred selection properties and the Housing Block; and
  - (b) in **subpart 2**, the licensed land redress; and
  - (c) in **subpart 3**, the provision of access to protected sites; and
  - (d) in **subpart 4**, the right of first refusal (RFR) redress.
- (5) There are 4 schedules, as follows:
- (a) **Schedule 1** describes the statutory areas to which the statutory acknowledgement relates and for which a deed of recognition is issued;
  - (b) **Schedule 2** describes the whenua rāhui area to which the whenua rāhui applies;
  - (c) **Schedule 3** describes the cultural redress properties;
  - (d) **Schedule 4** sets out provisions that apply to notices given in relation to RFR land.

#### *Acknowledgements and apology of the Crown*

#### **7 Acknowledgements and apology**

- (1) **Sections 8 and 9** record in English and te reo Māori the text of the acknowledgements and apology given by the Crown to Te Kawerau ā Maki in the deed of settlement.
- (2) The acknowledgements and apology are to be read together with the historical account recorded in part 2 of the deed of settlement.

#### **8 Acknowledgements**

- (1) The Crown acknowledges that until now it has failed to deal with the long-standing grievances of Te Kawerau ā Maki in an appropriate way and that recognition of these grievances is long overdue.
- (2) The Crown acknowledges that Te Kawerau ā Maki has honoured its obligations under the Treaty of Waitangi since 1840.
- (3) The Crown acknowledges that in considering pre-Treaty land transactions and pre-emption waiver purchases for lands in

- which Te Kawerau ā Maki had interests, it breached the Treaty of Waitangi and its principles when it—
- (a) failed to consider the interests of Te Kawerau ā Maki before approving these transactions; and
  - (b) applied a policy of taking surplus lands from these transactions without assessing the adequacy of lands that Te Kawerau ā Maki held.
- (4) The Crown acknowledges that it did not properly apply certain regulations for pre-emption waiver transactions, including for lands in the West Auckland and upper Waitemata Harbour regions. The Crown also acknowledges that it did not always protect Māori interests during investigation into these transactions.
- (5) The Crown acknowledges that in purchasing the extensive area called Mahurangi and Omaha in 1841, it breached the Treaty of Waitangi and its principles when it—
- (a) failed to conduct an adequate investigation of customary rights when it purchased the land; and
  - (b) acquired the land without the knowledge and consent of Te Kawerau ā Maki; and
  - (c) failed to provide adequate compensation and reserves for the future use and benefit of Te Kawerau ā Maki when it later learned of their interests in the purchase area.
- (6) The Crown further acknowledges that—
- (a) it failed to adequately survey and define the Mahurangi and Omaha purchase and this caused confusion and uncertainty for Te Kawerau ā Maki; and
  - (b) the process whereby the Crown granted land to settlers within the Mahurangi and Omaha purchase area compounded the prejudice arising from the 1841 transaction.
- (7) The Crown acknowledges that in purchasing the extensive area called Hikurangi in 1853–1854 it breached the Treaty of Waitangi and its principles when it—
- (a) failed to conduct an adequate investigation of customary rights when it purchased this land; and
  - (b) acquired the land without the knowledge or consent of Te Kawerau ā Maki; and

- (c) failed to provide adequate compensation or reserves for the future use and benefit of Te Kawerau ā Maki when it later learned of their interests in the land.
- (8) The Crown acknowledges that the 1853 and 1854 purchase deeds for Hikurangi, Paeōterangi, and Puatainga contained provisions that 10 percent of the proceeds of sale were to be expended for the benefit of Māori and for specific payments to be made to the vendors. The Crown failed to keep adequate records after 1874 and the vendors, including Te Kawerau ā Maki, received no further identifiable benefit under the 10 percent provision.
- (9) The Crown acknowledges that when it purchased a large amount of land in the Waitākere region between 1853 and 1856 it failed to actively protect Te Kawerau ā Maki by ensuring adequate lands were reserved from the purchase and thereafter protected from alienation and this was in breach of the Treaty of Waitangi and its principles.
- (10) The Crown acknowledges that—
- (a) it introduced the native land laws without consulting Te Kawerau ā Maki and the individualisation of title imposed by these laws was inconsistent with Te Kawerau ā Maki tikanga; and
  - (b) Te Kawerau ā Maki had no choice but to participate in the Native Land Court system to protect their interests in their lands and to integrate into the modern economy; and
  - (c) the Native Land Court title determination process carried significant costs, including survey and hearing costs, which at times contributed to the alienation of Te Kawerau ā Maki land; and
  - (d) the operation and impact of the native land laws made the lands of Te Kawerau ā Maki more susceptible to partition, fragmentation, and alienation. This further contributed to the erosion of tribal structures of Te Kawerau ā Maki which were based on collective ownership of land. The Crown failed to take adequate steps to actively protect those structures. This had a prejudicial effect on Te Kawerau ā Maki and was a breach of the Treaty of Waitangi and its principles.

- (11) The Crown acknowledges that it did not promote any means in the native land law legislation for a form of collective title enabling Te Kawerau ā Maki to administer and utilise their lands until 1894, by which time title to much Te Kawerau ā Maki land had been awarded to individuals. The failure to promote a legal means for collective administration of Te Kawerau ā Maki land was a breach of the Treaty of Waitangi and its principles.
- (12) The Crown acknowledges that lands of significance to Te Kawerau ā Maki at Kopironui and elsewhere were acquired by the Crown for sand-dune reclamation purposes between 1920 and 1951, including through compulsory taking. The Crown acknowledges that it did not work with Te Kawerau ā Maki to find an alternative to compulsory acquisition and that the loss of these lands has hindered Te Kawerau ā Maki access to urupā, kaimoana, and other resources and that this acquisition has been a major grievance for Te Kawerau ā Maki.
- (13) The Crown acknowledges the loss of Te Kawerau ā Maki wāhi tapu through Crown and private purchases and public works takings and that this loss was prejudicial to Te Kawerau ā Maki cultural and spiritual well-being.
- (14) The Crown acknowledges that Te Kawerau ā Maki have experienced ongoing difficulties in accessing and managing their few remaining lands.
- (15) The Crown acknowledges that the cumulative effect of the Crown purchasing, public works takings, and private purchasing has left Te Kawerau ā Maki virtually landless. The Crown's failure to ensure that Te Kawerau ā Maki were left with sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles. This hindered the social, economic, and cultural development of Te Kawerau ā Maki as a tribe, and undermined the ability of Te Kawerau ā Maki to protect and manage their taonga and their wāhi tapu, and to maintain spiritual connections to their lands. The Crown further acknowledges that this has severely impacted on the well-being of Te Kawerau ā Maki today.

*Whakaaetanga ki te Whakataunga a Te Kawerau ā Maki*

- (16) E whakaae ana te Karauna, mohoa noa nei, nōna i hē ai ki te whakatikatika i ngā aureretanga nō mai rā anō o Te Kawerau ā Maki i runga i te tika me te pono ā, kua roa rawa te wā e noho tārewa tonu ana ēnei nawe.
- (17) E whakaae ana te Karauna, e te mau tonu a Te Kawerau ā Maki ki ōna here ki raro i Te Tiriti o Waitangi mai i te tau 1840.
- (18) E whakaae ana te Karauna, nā te whakatau i ngā whakawhitinga whenua nō mua i te Tiriti me ngā hokonga ā-unu mana hoko mō ngā whenua i whai pānga atu ai a Te Kawerau ā Maki, he takahitanga tērā i te Tiriti o Waitangi me ōna mātāpono inā—
- (a) kāore i āta whakaarohia ngā pānga tuku iho o Te Kawerau ā Maki i mua i te whakaaetanga atu o ēnei whakawhitinga; ā
  - (b) ka whakahaeretia he kaupapahere e hāngai ana ki te tango i ngā whenua e toe ana i ēnei whakawhitinga me te kore aro atu ki te hāngaitanga o ngā whenua i pupuritia tonutia ai e Te Kawerau ā Maki.
- (19) E whakaae ana te Karauna, kāore ia i āta whakarite here e pā ana ki ngā whakawhitinga ā-unu mana hoko, tae atu ki ngā whenua i Tamaki Makaurau ki te Uru me ngā rohe o te Whanga o Waitematā ki runga. E whakaae hoki ana te Karauna, kāore i āta tiakina e ia ngā pānga Māori i ngā wā katoa i te wā o ngā uiuitanga i ēnei whakawhitinga.
- (20) E whakaae ana te Karauna, nā tana hokonga i te whenua rarahi nei e kīia ana, ko “Mahurangi me Ōmaha” i te tau 1841, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono inā—
- (a) kāore i whakahaeretia he āta uiuitanga e pā ana ki ngā mana tuku iho i te wā tonu o taua hokonga whenua;
  - (b) ka riro whenua atu ki a ia me te kore mōhiotanga me te kore whakaaetanga o Te Kawerau ā Maki; ā
  - (c) kāore i tukuna he kamupeniheihana e tika ana, tae atu ki ngā whenua rāhui hei whakamahinga, hei painga anō hoki mō Te Kawerau ā Maki i te whakamōhiotanga atu i muri mai, he pānga nō rātou ki te rohe whenua i hokona ai.
- (21) E whakaae ana hoki te Karauna—

- (a) kāore i āta rūrihia, kāore hoki i āta tūtohua e ia te hokonga o “Mahurangi me Ōmaha” ā, nā konā i tau ai te pōnānātanga me te kaha āwangawanga ki a Te Kawerau ā Maki; ā
- (b) nā te tikanga whakahaere i taea ai e te Karauna te whakaae whenua atu ki a Tauwiwi ki roto i te rohe hoko o “Mahurangi me Ōmaha”, ka muramura te kiriwetitanga i tupu ake ai i te whakawhitinga i te tau 1841.
- (22) E whakaae ana te Karauna, ko te hokonga o te whenua rarahi tonu e kīia ana ko “Hikurangi” i te tau 1853 ki te tau 1854, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono inā—
- (a) kāore i whakahaeretia he āta uiuitanga e pā ana ki ngā mana tuku iho i te wā tonu o te hokonga o tēnei whenua;
- (b) ka riro atu ki a ia te whenua me te kore mōhiotanga atu me te kore whakaaetanga atu o Te Kawerau ā Maki; ā
- (c) kāore i tukuna he kamupeniheihana e tika ana, he whenua rāhui rānei hei whakamahinga, hei painga mō Te Kawerau ā Maki i te whakamōhiotanga atu i muri mai, he painga ō rātou ki te whenua.
- (23) E whakaae ana te Karauna, kei roto i ngā whakaaetanga hoko o te tau 1853 me te tau 1854 mō Hikurangi, mō Paeōterangi me Puatanga, ētahi whakaritenga kia whakapaungia te tekau ōrau o ngā pūtea moni hei oranga mō te Māori ā, kia utua tōtika atu hoki he moni ki ngā kaihoko o te whenua. Kāore te Karauna i tiaki pūrongo e tika ana i muri i te tau 1874 ā, kāore ngā kaihoko, tae atu ki a Te Kawerau ā Maki, i whiwhi painga ake i muri mai i raro i te whakaritenga o “te tekau ōrau”.
- (24) E whakaae ana te Karauna, i te wā o tana hokonga i te whānui o ngā whenua i te rohe o Waitākere i waenganui i te tau 1853 me te tau 1856, kāore i āta whakamarumarutia e ia a Te Kawerau ā Maki, mā te whakarato whenua rāhui e tika ana mai i te hokonga, he whenua e kore rawa e whakawehea ai ā, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.
- (25) E whakaae ana te Karauna—
- (a) ka whakaturea e ia ngā ture whenua Māori me te kore whiriwhiri kōrero atu ki a Te Kawerau ā Maki ā, ko te whakatakitahtanga ā-taitara i whakaritea e ēnei ture, he taupatupatu tērā i ngā tikanga o Te Kawerau ā Maki;

- (b) kāore he putanga atu ki a Te Kawerau ā Maki ā, ka mate ki te whaiwāhi ki ngā tikanga whakahaere o Te Kooti Whenua Māori hei whakamarumarū i ō rātou ake pānga ki ō rātou ake whenua ā, mā reira e uru pai ai rātou ki roto i te ōhanga o nāianeī;
- (c) he taumaha hoki ngā utunga i puta mai i te tikanga whakahaere mō te whakatau taitara a Te Kooti Whenua Māori, tae atu ki ngā utu rūri, ngā utu whakawā hoki ā, i ētahi wā, ko te whakawehewehe whenua o Te Kawerau ā Maki te papa; ā
- (d) nā te whakahaeretanga me te papānga o ngā ture whenua Māori ka noho mōrearea ngā whenua o Te Kawerau ā Maki kei wāwāhia, kei whakarohea, kei whakawehea tonu. Ka whai anō, ko te turakitanga o ngā hanganga ā-iwi o Te Kawerau ā Maki, he mea i takea mai i tō rātou rangatiratanga ā-ohu ki te whenua. Kāore i āta tiakina e te Karauna ēnei hanganga ā-iwi. Ka pā te kiriweti ki a Te Kawerau ā Maki ā, i tua atu, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātapono.
- (26) E whakaae ana te Karauna, kāore ia i whakawātea mai he huarahi i roto i ngā hanganga ture whenua mō tētahi momo taitara ā-ohu e taea ai e Te Kawerau ā Maki te whakahaere, te whakamahi hoki o rātou whenua kia tae rā anō ki te tau 1894. Ā, ko te mate kē, kua tukuna kētia te taitara o te nuinga o ngā whenua o Te Kawerau ā Maki ki ngā tāngata takitahi. Ko te kore whakatu huarahi ā-ture e taea ai te whakahaeretanga ā-ohu mō ngā whenua o Te Kawerau ā Maki, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātapono.
- (27) E whakaae ana te Karauna, ka riro atu ki a ia ngā whenua nui whakarahara ki a Te Kawerau ā Maki i Kōpironui me ētahi atu wāhi hei mahinga tāmata whenua oneone i waenganui i te tau 1920 me te tau 1951 ā, i ētahi wā, nā te here o te ture. E whakaae ana te Karauna, kāore ia i mahi ngātahi ai me Te Kawerau ā Maki ki te kimi huarahi kē i tua atu i te rironga noa ā, nā te whakangaronga atu o ēnei whenua ka aukatingia te āta āheinga atu ki ngā urupā, ki ngā wāhi kaimoana me ērā atu rawa tūpuna ā, ko te otinga o tēnei hokonga, e ngau kino tonu nei i te manawa o Te Kawerau ā Maki.



- (28) E whakaae ana te Karauna, nā te whakangarotanga atu o ngā wāhi tapu o Te Kawerau ā Maki nā ngā hokonga a te Karauna, a te tangata takitahi rānei, me ngā tangohanga hei mahinga tūmatanui, ko te pānga kino mai ki te oranga ā-tikanga, ā-wairua anō hoki o Te Kawerau ā Maki te otinga.
- (29) E whakaae ana te Karauna, he riterite tonu ngā taumahatanga e pā ana ki a Te Kawerau ā Maki mō te whakaāheinga atu me te whakahaeretanga o ō rātou whenua e toe tonu ana.
- (30) E whakaae ana te Karauna, ko te otinga atu o ngā hokonga a te Karauna, ngā riroatanga atu mō ngā mahinga tūmatanui tae atu ki ngā hokonga ā-tangata tūmataiti, kua tata noho whenua kore a Te Kawerau ā Maki. Nā te kore whakaū a te Karauna kia whakarāhuitia ngā whenua e tika ana hei whakatutukitanga i ō rātou wawata mō nāianeī, mō ngā rā kei mua hoki, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātaipono. Nā ēnei mahi ka whakapōreareatia te whakawhanaketanga ā-papori, ā-ōhanga, ā-tikanga anō hoki o Te Kawerau ā Maki hei iwi tonu ā, kua whakamemehatia te kaha o Te Kawerau ā Maki ki te whakamarumaru, ki te whakahaere i ō rātou taonga me ō rātou wāhi tapu ā, ki te mau tonu ki ngā hononga ā-wairua ki ō rātou whenua. E whakaae anō ana te Karauna, kua pā kino mai ēnei āhuatanga ki te oranga o Te Kawerau ā Maki i ēnei rā.

## 9 Apology

- (1) The Crown recognises the grievances of Te Kawerau ā Maki are long-held and acutely felt. For too long the Crown has failed to appropriately respond to your claims for redress and justice. The Crown now makes this apology to Te Kawerau ā Maki, to your ancestors and descendants.
- (2) The Crown profoundly regrets its breaches of the Treaty of Waitangi and its principles which resulted in the alienation of much Te Kawerau ā Maki land by 1856. The Crown is deeply sorry for its subsequent failure to protect those lands which were reserved for Te Kawerau ā Maki. The loss of the entirety of these reserve lands, and of your other traditional lands, has had devastating consequences for the spiritual, cultural, social, economic, and physical well-being of Te Kawerau ā Maki. These consequences continue to be felt to this day.

- (3) The Crown unreservedly apologises for not having honoured its obligations to Te Kawerau ā Maki under the Treaty of Waitangi. Through this apology and this settlement the Crown seeks to atone for its wrongs and lift the burden of grievance so that the process of healing can begin. By the same means the Crown hopes to form a new relationship with the people of Te Kawerau ā Maki based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

*Whakapāhatanga a te Karauna mō Te Kawerau ā Maki*

- (4) E whakaae ana te Karauna, e ngau kino tonu ana ngā mamaetanga o Te Kawerau ā Maki mai rā anō. E Te Kawerau ā Maki, kua roa rawa te Karauna e kōroiroi ana kia tika te urupare atu ki a koutou, e Te Kawerau ā Maki, hei whakatika hē, hei whakatau tikanga. Ko tēnei te whakapāhatanga atu a Te Karauna ki a Te Kawerau ā Maki, ki ō koutou tūpuna, ki ō koutou uri anō hoki.
- (5) E kaha pōuri ana te Karauna mō ōna takahitanga i Te Tiriti o Waitangi me ōna mātapono i whakangarongaro atu ai te nui o ngā whenua o Te Kawerau ā Maki tae noa mai ki te tau 1856. E ngākau pōuri ana te Karauna ki tōna kore e aro atu, i muri mai, ki te whakamarumarū i ērā whenua i whakarāhuitia ai mō Te Kawerau ā Maki. Nō te whakawehewehetanga atu o te katoa o ēnei whenua rāhui, me ō koutou whenua taketake anō hoki, ka patua te oranga ā-wairua, ā-tikanga, ā-ōhanga, ā-tinana hoki o Te Kawerau ā Maki. Ka ngaua tonutia ēnei āhuatanga i ēnei rā tonu.
- (6) E whakapāha ana te Karauna me te kore here, mō te kore whakatutuki i ōna here ki a Te Kawerau ā Maki i raro i Te Tiriti o Waitangi. Mā tēnei whakapāhatanga me tēnei whakataunga e ripenetā ana ia mō ōna mahi hē ā, mā konā e hiki ai te kawenga o te mamae kia tīmata ai he wā hei whakaoratanga anō. Mā reira hoki e hanga hononga hou me ngā tāngata o Te Kawerau ā Maki nā runga i te pono tahitanga, te mahi tahitanga me te aronui mō Te Tiriti o Waitangi me ōna mātapono.

*Interpretation provisions***10 Interpretation of Act generally**

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

**11 Interpretation**

In this Act, unless the context otherwise requires,—

**administering body** has the meaning given in section 2(1) of the Reserves Act 1977

**attachments** means the attachments to the deed of settlement

**Auckland Prison** has the meaning given in **section 107**

**Auckland Prison Housing Block** and **Housing Block** have the meanings given in **section 93**

**commercial redress property** has the meaning given in **section 93**

**computer register**—

(a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and

(b) includes, where relevant, a certificate of title issued under the Land Transfer Act 1952

**consent authority** has the meaning given in section 2(1) of the Resource Management Act 1991

**conservation area** has the meaning given in section 2(1) of the Conservation Act 1987

**Crown** has the meaning given in section 2(1) of the Public Finance Act 1989

**cultural redress property** has the meaning given in **section 59**

**deed of recognition**—

(a) means a deed of recognition issued under **section 35** by the Minister of Conservation and the Director-General; and

(b) includes any amendments made under **section 35(3)**

**deed of settlement—**

- (a) means the deed of settlement dated {date} and signed by—
- (i) the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, and the Honourable Simon William English, Minister of Finance, for and on behalf of the Crown; and
  - (ii) {names of iwi signatories}, for and on behalf of Te Kawerau ā Maki; and
  - (iii) [{names of governance entity signatories}], being the trustees of Te Kawerau Iwi Settlement Trust; and
- (b) includes—
- (i) the schedules of, and attachments to, the deed; and
  - (ii) any amendments to the deed or its schedules and attachments

**deferred selection property** has the meaning given in **section 93**

**Director-General** means the Director-General of Conservation

**documents schedule** means the documents schedule of the deed of settlement

**effective date** means the date that is 6 months after the settlement date

**exclusive RFR land** has the meaning given in **section 109**

**Historic Places Trust** has the meaning given to **Trust** in section 2 of the Historic Places Act 1993

**historical claims** has the meaning given in **section 13**

**interest** means a covenant, easement, lease, licence, licence to occupy, tenancy, or other right or obligation affecting a property

**Kopironui property** has the meaning given in the definition of cultural redress property in **section 59**

**LINZ** means Land Information New Zealand

**local authority** has the meaning given in section 5(1) of the Local Government Act 2002

**member of Te Kawerau ā Maki** means an individual referred to in **section 12(1)(a)**

**Ngā Maunga Whakahii o Kaipara Development Trust** has the meaning given in section 11 of the Ngāti Whātua o Kaipara Claims Settlement Act 2013

**property redress schedule** means the property redress schedule of the deed of settlement

**regional council** has the meaning given in section 2(1) of the Resource Management Act 1991

**Registrar-General** means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

**representative entity** means—

- (a) the trustees; and
- (b) any person (including any trustee) acting for or on behalf of—
  - (i) the collective group referred to in **section 12(1)(a)**; or
  - (ii) 1 or more members of Te Kawerau ā Maki; or
  - (iii) 1 or more of the whānau, hapū, or groups referred to in **section 12(1)(c)**

**reserve** has the meaning given in section 2(1) of the Reserves Act 1977

**reserve property** has the meaning given in **section 59**

**resource consent** has the meaning given in section 2(1) of the Resource Management Act 1991

**RFR** means the right of first refusal provided for by **subpart 4 of Part 3**

**RFR area** has the meaning given in **section 107**

**RFR land** has the meaning given in **section 108**

**settlement date** means the date that is 20 working days after the date on which this Act comes into force

**statutory acknowledgement** has the meaning given in **section 26**

**tikanga** means customary values and practices

**Te Kawerau Iwi Settlement Trust** means the trust of that name established by a trust deed dated 21 February 2014

**trustees of Te Kawerau Iwi Settlement Trust** and **trustees** mean the trustees, acting in their capacity as trustees, of Te Kawerau Iwi Settlement Trust

**whenua rāhui** has the meaning given in **section 40**

**working day** means a day other than—

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day;
- (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year;
- (d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

## 12 Meaning of Te Kawerau ā Maki

(1) In this Act, **Te Kawerau ā Maki**—

- (a) means the collective group composed of individuals who are descended from an ancestor of Te Kawerau ā Maki; and
- (b) includes those individuals; and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals.

(2) In this section and **section 13**,—

**ancestor of Te Kawerau ā Maki** means an individual who—

- (a) exercised customary rights by virtue of being descended from 2 or more of the following ancestors:
  - (i) Tawhiakiterangi (also known as Te Kawerau ā Maki);
  - (ii) Mana;
  - (iii) Te Au o Te Whenua;
  - (iv) Kowhatu ki te Uru;
  - (v) Te Tuiaua;
  - (vi) any other recognised ancestor of a group referred to in part 8 of the deed of settlement; and
- (b) exercised the customary rights predominantly in relation to the area of interest at any time after 6 February 1840

**area of interest** means the area shown as the Te Kawerau ā Maki area of interest in part 1 of the attachments

**customary rights** means rights exercised according to tikanga Māori, including—

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources

**descended** means that a person is descended from another person by—

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Te Kawerau ā Maki tikanga.

### 13 Meaning of historical claims

(1) In this Act, **historical claims**—

- (a) means the claims described in **subsection (2)**; and
- (b) includes the claim described in **subsection (3)**; but
- (c) does not include the claims described in **subsection (4)**.

(2) The historical claims are every claim that Te Kawerau ā Maki or a representative entity had on or before the settlement date, or may have after the settlement date, and that—

- (a) is founded on a right arising—
  - (i) from the Treaty of Waitangi or its principles; or
  - (ii) under legislation; or
  - (iii) at common law (including aboriginal title or customary law); or
  - (iv) from a fiduciary duty; or
  - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992—
  - (i) by or on behalf of the Crown; or
  - (ii) by or under legislation.

(3) The historical claims include every claim to the Waitangi Tribunal to which **subsection (2)** applies, including Wai 470, the Te Kawerau ā Maki claim.

(4) However, the historical claims do not include—

- (a) a claim that a member of Te Kawerau ā Maki, or a whānau, hapū, or group referred to in **section 12(1)(c)**, had or may have that is founded on a right arising by virtue of being descended from an ancestor who is not an ancestor of Te Kawerau ā Maki; or
  - (b) a claim that a representative entity had or may have that is based on a claim referred to in **paragraph (a) or (b)**.
- (5) A claim may be a historical claim whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date.

*Historical claims settled and jurisdiction of courts, etc, removed*

**14 Settlement of historical claims final**

- (1) The historical claims are settled.
- (2) The settlement of the historical claims is final, and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
- (3) **Subsections (1) and (2)** do not limit the deed of settlement.
- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire or further inquire, or to make a finding or recommendation) in respect of—
  - (a) the historical claims; or
  - (b) the deed of settlement; or
  - (c) this Act; or
  - (d) the redress provided under the deed of settlement or this Act.
- (5) **Subsection (4)**—
  - (a) does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act; and
  - (b) does not limit the jurisdiction of the Māori Land Court, for the purposes of **sections 73 to 78**.



*Amendment to Treaty of Waitangi Act 1975***15 Amendment to Treaty of Waitangi Act 1975**

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) In Schedule 3, insert in its appropriate alphabetical order “Te Kawerau ā Maki Claims Settlement Act **2014, section 14(4) and (5)**”.

*Resumptive memorials no longer to apply***16 Certain enactments do not apply**

- (1) The enactments listed in **subsection (2)** do not apply—
  - (a) to Auckland Prison; or
  - (b) to a cultural redress property (other than the Kopironui property); or
  - (c) to the commercial redress property; or
  - (d) to a deferred selection property on and from the date of its transfer to the trustees; or
  - (e) to the exclusive RFR land; or
  - (f) to the Housing Block on and from the date of its transfer under **section 94**; or
  - (g) to the Kopironui property on and from the date it is vested under **section 71**; or
  - (h) to non-exclusive RFR land on and from the date of its transfer under a contract formed under **section 117**; or
  - (i) for the benefit of Te Kawerau ā Maki or a representative entity.
- (2) The enactments are—
  - (a) Part 3 of the Crown Forest Assets Act 1989;
  - (b) sections 211 to 213 of the Education Act 1989;
  - (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;
  - (d) sections 27A to 27C of the State-Owned Enterprises Act 1986;
  - (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

**17 Resumptive memorials to be cancelled**

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register for, each allotment that—

- (a) is all or part of—
- (i) Auckland Prison;
  - (ii) a cultural redress property;
  - (iii) the commercial redress property;
  - (iv) a deferred selection property;
  - (v) the exclusive RFR land;
  - (vi) the Housing Block;
  - (vii) non-exclusive RFR land transferred under a contract formed under **section 117**; and
- (b) is subject to a resumptive memorial recorded under any enactment listed in **section 16(2)**.
- (2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after—
- (a) the settlement date, for a cultural redress property (other than the Kopironui property), the commercial redress property, or the exclusive RFR land; or
  - (b) the date of transfer of the property to the trustees, for a deferred selection property; or
  - (c) the date of the transfer of the Housing Block under **section 94**; or
  - (d) the date of the vesting of the Kopironui property under **section 71**; or
  - (e) the date of transfer of the land, for non-exclusive RFR land transferred under a contract formed under **section 117**.
- (3) Each certificate must state that it is issued under this section.
- (4) As soon as is reasonably practicable after receiving a certificate, the Registrar-General must—
- (a) register the certificate against each computer register identified in the certificate; and
  - (b) cancel each memorial recorded under an enactment listed in **section 16(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

*Miscellaneous matters***18 Rule against perpetuities does not apply**

- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964—
- (a) do not prescribe or restrict the period during which—
    - (i) Te Kawerau Iwi Settlement Trust may exist in law; or
    - (ii) the trustees may hold or deal with property or income derived from property; and
  - (b) do not apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if Te Kawerau Iwi Settlement Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or of any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

**19 Access to deed of settlement**

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between 9 am and 5 pm on any working day; and
- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

**Part 2****Cultural redress**

## Subpart 1—Protocols

**20 Interpretation**

In this subpart,—

**protocol—**

- (a) means each of the following protocols issued under **section 21(1)(a)**:

- (i) the Crown minerals protocol;
- (ii) the taonga tūturu protocol; and
- (b) includes any amendments made under **section 21(1)(b)**

**responsible Minister** means,—

- (a) for the Crown minerals protocol, the Minister of Energy and Resources;
- (b) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage.

*General provisions applying to protocols*

**21 Issuing, amending, and cancelling protocols**

- (1) Each responsible Minister—
  - (a) must issue a protocol to the trustees on the terms set out in part 6 of the documents schedule; and
  - (b) may amend or cancel that protocol.
- (2) The responsible Minister may amend or cancel a protocol at the initiative of—
  - (a) the trustees; or
  - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, the trustees.

**22 Protocols subject to rights, functions, and duties**

Protocols do not restrict—

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, for example, the ability to—
  - (i) introduce legislation and change Government policy; and
  - (ii) interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of a responsible Minister or a department of State; or

*F.*

- (c) the legal rights of Te Kawerau ā Maki or a representative entity.

### 23 Enforcement of protocols

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails to comply with a protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.
- (3) Despite **subsection (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
- (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
- (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

### *Crown minerals*

### 24 Crown minerals protocol

- (1) The chief executive of the department of State responsible for the administration of the Crown Minerals Act 1991 must note a summary of the terms of the Crown minerals protocol in—
- (a) a register of protocols maintained by the chief executive; and
- (b) the minerals programmes that affect the Crown minerals protocol area, but only when those programmes are changed.
- (2) The noting of the summary is—
- (a) for the purpose of public notice only; and
- (b) not a change to the minerals programmes for the purposes of the Crown Minerals Act 1991.
- (3) The Crown minerals protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown minerals.
- (4) In this section,—

**Crown mineral** means a mineral, as defined in section 2(1) of the Crown Minerals Act 1991,—

- (a) that is the property of the Crown under section 10 or 11 of that Act; or
- (b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

**Crown minerals protocol area** means the area shown on the map attached to the Crown minerals protocol, together with the adjacent waters

**minerals programme** has the meaning given in section 2(1) of the Crown Minerals Act 1991.

#### *Taonga tūturu*

#### 25 **Taonga tūturu protocol**

- (1) The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.
- (2) In this section, **taonga tūturu**—
  - (a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and
  - (b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

#### Subpart 2—Statutory acknowledgement and deed of recognition

#### 26 **Interpretation**

In this subpart,—

**relevant consent authority**, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area

**statement of association**, for a statutory area, means the statement—

- (a) made by Te Kawerau ā Maki of their particular cultural, historical, spiritual, and traditional association with the statutory area; and
- (b) set out in part 4 of the documents schedule

**statutory acknowledgement** means the acknowledgement made by the Crown in **section 27** in respect of the statutory areas, on the terms set out in this subpart

**statutory area** means an area described in **Schedule 1**, the general location of which is indicated on the deed plan for that area

**statutory plan**—

- (a) means a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as defined in section 43AA of the Resource Management Act 1991; and
- (b) includes a proposed plan, as defined in section 43AAC of that Act.

*Statutory acknowledgement*

**27 Statutory acknowledgement by the Crown**

The Crown acknowledges the statements of association for the statutory areas.

**28 Purposes of statutory acknowledgement**

The only purposes of the statutory acknowledgement are to—

- (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, in accordance with **sections 29 to 31**; and
- (b) require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory areas and to provide summaries of resource consent applications or copies of notices of applications to the trustees, in accordance with **sections 32 and 33**; and
- (c) enable the trustees and any member of Te Kawerau ā Maki to cite the statutory acknowledgement as evidence of the association of Te Kawerau ā Maki with a statutory area, in accordance with **section 34**.

**29 Relevant consent authorities to have regard to statutory acknowledgement**

- (1) This section applies in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.
- (2) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the trustees are affected persons in relation to the activity.
- (3) **Subsection (2)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

**30 Environment Court to have regard to statutory acknowledgement**

- (1) This section applies to proceedings in the Environment Court in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.
- (2) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustees are persons with an interest in the proceedings greater than that of the general public.
- (3) **Subsection (2)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

**31 Historic Places Trust and Environment Court to have regard to statutory acknowledgement**

- (1) This section applies to an application made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.
- (2) On and from the effective date, the Historic Places Trust must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application.



- (3) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area—
- (a) in determining whether the trustees are persons directly affected by the decision; and
  - (b) in determining, under section 20 of the Historic Places Act 1993, an appeal against a decision of the Historic Places Trust in relation to the application.
- (4) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.

**32 Recording statutory acknowledgement on statutory plans**

- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.
- (2) The information attached to a statutory plan must include—
- (a) a copy of **sections 27 to 31, 33, and 34**; and
  - (b) descriptions of the statutory areas wholly or partly covered by the plan; and
  - (c) the statement of association for each statutory area.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not—
- (a) part of the statutory plan; or
  - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

**33 Provision of summary or notice to trustees**

- (1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:
- (a) if the application is received by the consent authority, a summary of the application; or
  - (b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.

- (2) A summary provided under **subsection (1)(a)** must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the trustees and the relevant consent authority.
- (3) The summary must be provided—
- (a) as soon as is reasonably practicable after the relevant consent authority receives the application; but
  - (b) before the relevant consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.
- (4) A copy of a notice must be provided under **subsection (1)(b)** not later than 10 working days after the day on which the consent authority receives the notice.
- (5) The trustees may, by written notice to a relevant consent authority,—
- (a) waive the right to be provided with a summary or copy of a notice under this section; and
  - (b) state the scope of that waiver and the period it applies for.
- (6) This section does not affect the obligation of a relevant consent authority to decide,—
- (a) under section 95 of the Resource Management Act 1991, whether to notify an application;
  - (b) under section 95E of that Act, whether the trustees are affected persons in relation to an activity.

#### **34 Use of statutory acknowledgement**

- (1) The trustees and any member of Te Kawerau ā Maki may, as evidence of the association of Te Kawerau ā Maki with a statutory area, cite the statutory acknowledgement that relates to that area in submissions concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—
- (a) the relevant consent authorities; or
  - (b) the Environment Court; or
  - (c) the Historic Places Trust; or

- (d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) the bodies referred to in **subsection (1)**; or
- (b) parties to proceedings before those bodies; or
- (c) any other person who is entitled to participate in those proceedings.
- (3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.
- (4) To avoid doubt,—
- (a) neither the trustees nor members of Te Kawerau ā Maki are precluded from stating that Te Kawerau ā Maki has an association with a statutory area that is not described in the statutory acknowledgement; and
- (b) the content and existence of the statutory acknowledgement do not limit any statement made.

*Deed of recognition*

**35 Issuing and amending deed of recognition**

- (1) This section applies in respect of the statutory area described in **Part 2 of Schedule 1**.
- (2) The Minister of Conservation and the Director-General must issue a deed of recognition in the form set out in part 5 of the documents schedule for the statutory area administered by the Department of Conservation.
- (3) The person or persons who issue a deed of recognition may amend the deed, but only with the written consent of the trustees.

*General provisions relating to statutory acknowledgement and deeds of recognition*

**36 Application of statutory acknowledgement and deed of recognition to river or stream**

If any part of the statutory acknowledgement or deed of recognition applies to a river or stream, including a tributary, that part of the acknowledgement or deed—

- (a) applies only to—
  - (i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and
  - (ii) the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but
- (b) does not apply to—
  - (i) a part of the bed of the river or stream that is not owned by the Crown; or
  - (ii) an artificial watercourse.

**37 Exercise of powers and performance of functions and duties**

- (1) The statutory acknowledgement and deed of recognition do not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under an enactment or a bylaw.
- (2) A person, in considering a matter or making a decision or recommendation under an enactment or a bylaw, must not give greater or lesser weight to the association of Te Kawerau ā Maki with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area.
- (3) **Subsection (2)** does not limit **subsection (1)**.
- (4) This section is subject to—
  - (a) the other provisions of this subpart; and
  - (b) any obligation imposed on the Minister of Conservation or the Director-General by a deed of recognition.

**38 Rights not affected**

- (1) The statutory acknowledgement and deed of recognition do not—
  - (a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or
  - (b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

- (2) This section is subject to the other provisions of this subpart.

*Consequential amendment to Resource  
Management Act 1991*

**39 Amendment to Resource Management Act 1991**

- (1) This section amends the Resource Management Act 1991.
- (2) In Schedule 11, insert in its appropriate alphabetical order “Te Kawerau ā Maki Claims Settlement Act **2014**”.

Subpart 3—Whenua rāhui

**40 Interpretation**

In this subpart,—

**Conservation Board** means a board established under section 6L of the Conservation Act 1987

**conservation management plan** has the meaning given in section 2(1) of the Conservation Act 1987

**conservation management strategy** has the meaning given in section 2(1) of the Conservation Act 1987

**national park management plan** has the meaning given to **management plan** in section 2 of the National Parks Act 1980

**New Zealand Conservation Authority** means the Authority established by section 6A of the Conservation Act 1987

**protection principles**, for the whenua rāhui area, means the principles set out for the area in part 2 of the documents schedule, or as those principles are amended under **section 43(3)**

**specified actions**, for the whenua rāhui area, means the actions set out for the area in part 3 of the documents schedule

**statement of values**, for the whenua rāhui area, means the statement—

- (a) made by Te Kawerau ā Maki of their values relating to their cultural, historical, spiritual, and traditional association with the whenua rāhui area; and
- (b) set out in part 1 of the documents schedule

**whenua rāhui** means the application of this subpart to the whenua rāhui area

**whenua rāhui area—**

- (a) means the area that is declared under **section 41(1)** to be subject to the whenua rāhui; but
- (b) does not include an area that is declared under **section 52(1)** to be no longer subject to the whenua rāhui.

**41 Declaration of whenua rāhui and the Crown's acknowledgement**

- (1) The area described in **Schedule 2** is declared to be subject to the whenua rāhui.
- (2) The Crown acknowledges the statement of values for the whenua rāhui area.

**42 Purposes of whenua rāhui**

The only purposes of the whenua rāhui are to—

- (a) require the New Zealand Conservation Authority and relevant Conservation Boards to comply with the obligations in **section 44**; and
- (b) enable the taking of action under **sections 45 to 50**.

**43 Agreement on protection principles**

- (1) The trustees and the Minister of Conservation may agree on, and publicise, protection principles that are intended to prevent the values stated in the statement of values for the whenua rāhui area from being harmed or diminished.
- (2) The protection principles are to be treated as having been agreed by the trustees and the Minister of Conservation.
- (3) The trustees and the Minister of Conservation may agree in writing any amendments to the protection principles.

**44 Obligations on New Zealand Conservation Authority and Conservation Boards**

- (1) When the New Zealand Conservation Authority or a Conservation Board considers a conservation management strategy, conservation management plan, or national park management plan that relates to the whenua rāhui area, the Authority or Board must have particular regard to—
  - (a) the statement of values for the area; and

- (b) the protection principles for the area.
- (2) Before approving a strategy or plan that relates to the whenua rāhui area, the New Zealand Conservation Authority or a Conservation Board must—
  - (a) consult the trustees; and
  - (b) have particular regard to the views of the trustees as to the effect of the strategy or plan on—
    - (i) any matters in the statement of values for the area; and
    - (ii) the implementation of the protection principles for the area.
- (3) If the trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to the whenua rāhui area, the Authority must, before approving the strategy, give the trustees an opportunity to make submissions in relation to those concerns.

#### 45 Noting of whenua rāhui in strategies and plans

- (1) The application of the whenua rāhui to the whenua rāhui area must be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the area.
- (2) The noting of the whenua rāhui is—
  - (a) for the purpose of public notice only; and
  - (b) not an amendment to the strategy or plan for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

#### 46 Notification in *Gazette*

- (1) The Minister of Conservation must notify in the *Gazette*, as soon as practicable after the settlement date,—
  - (a) the declaration made by **section 41** that the whenua rāhui applies to the whenua rāhui area; and
  - (b) the protection principles for the whenua rāhui area.
- (2) Any amendment to the protection principles agreed under **section 43(3)** must be notified by the Minister in the *Gazette* as

soon as practicable after the amendment has been agreed in writing.

- (3) The Director-General may notify in the *Gazette* any action (including any specified action) taken or intended to be taken under **section 47 or 48**.

#### **47 Actions by Director-General**

- (1) The Director-General must take action in relation to the protection principles that relate to the whenua rāhui area, including the specified actions.
- (2) The Director-General retains complete discretion to determine the method and extent of the action to be taken.
- (3) The Director-General must notify the trustees in writing of any action intended to be taken.

#### **48 Amendment to strategies or plans**

- (1) The Director-General may initiate an amendment to a conservation management strategy, conservation management plan, or national park management plan to incorporate objectives for the protection principles that relate to the whenua rāhui area.
- (2) The Director-General must consult relevant Conservation Boards before initiating the amendment.
- (3) The amendment is an amendment for the purposes of section 171(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980.

#### **49 Regulations**

The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for 1 or more of the following purposes:

- (a) to provide for the implementation of objectives included in a strategy or plan under **section 48(1)**;
- (b) to regulate or prohibit activities or conduct by members of the public in relation to the whenua rāhui area;
- (c) to create offences for breaches of regulations made under **paragraph (b)**;
- (d) to prescribe the following fines:



- (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$5,000; and
- (ii) for a continuing offence, an additional amount not exceeding \$50 for every day on which the offence continues.

**50 Bylaws**

The Minister of Conservation may make bylaws for 1 or more of the following purposes:

- (a) to provide for the implementation of objectives included in a strategy or plan under **section 48(1)**;
- (b) to regulate or prohibit activities or conduct by members of the public in relation to the whenua rāhui area;
- (c) to create offences for breaches of bylaws made under **paragraph (b)**;
- (d) to prescribe the following fines:
  - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$1,000; and
  - (ii) for a continuing offence, an additional amount not exceeding \$50 for every day on which the offence continues.

**51 Existing classification of whenua rāhui area**

- (1) This section applies to the extent that the whenua rāhui applies to land in a reserve under the Reserves Act 1977.
- (2) The whenua rāhui does not affect—
  - (a) the purpose of the reserve; or
  - (b) the classification of the land as a reserve.

**52 Termination of whenua rāhui**

- (1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of the whenua rāhui area is no longer subject to the whenua rāhui.
- (2) The Minister of Conservation must not make a recommendation for the purposes of **subsection (1)** unless—
  - (a) the trustees and the Minister of Conservation have agreed in writing that the whenua rāhui is no longer appropriate for the relevant area; or

- (b) the relevant area is to be, or has been, disposed of by the Crown; or
  - (c) the responsibility for managing the relevant area is to be, or has been, transferred to a different Minister of the Crown or the Commissioner of Crown Lands.
- (3) The Crown must take reasonable steps to ensure that the trustees continue to have input into the management of a relevant area if—
- (a) **subsection (2)(c)** applies; or
  - (b) there is a change in the statutory management regime that applies to all or part of the whenua rāhui area.

**53 Exercise of powers and performance of functions and duties**

- (1) The whenua rāhui does not affect, and must not be taken into account by, any person exercising a power or performing a function or duty under an enactment or a bylaw.
- (2) A person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the values stated in the statement of values for the whenua rāhui area than that person would give if the area were not subject to the whenua rāhui.
- (3) **Subsection (2)** does not limit **subsection (1)**.
- (4) This section is subject to the other provisions of this subpart.

**54 Rights not affected**

- (1) The whenua rāhui does not—
  - (a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or
  - (b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, the whenua rāhui area.
- (2) This section is subject to the other provisions of this subpart.

Subpart 4—Official geographic names

**55 Interpretation**

In this subpart,—



**Act** means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

**Board** has the meaning given in section 4 of the Act

**official geographic name** has the meaning given in section 4 of the Act.

**56 Official geographic names**

- (1) A name specified in the second column of the table in clause 5.14 of the deed of settlement is the official geographic name of the feature described in the third and fourth columns of that table.
- (2) Each official geographic name is to be treated as if it were an official geographic name that takes effect on the settlement date by virtue of a determination of the Board made under section 19 of the Act.

**57 Publication of official geographic names**

- (1) The Board must, as soon as practicable after the settlement date, give public notice of each official geographic name specified under **section 56** in accordance with section 21(2) and (3) of the Act.
- (2) The notices must state that each official geographic name became an official geographic name on the settlement date.

**58 Subsequent alteration of official geographic names**

- (1) In making a determination to alter the official geographic name of a feature named under this subpart, the Board—
  - (a) need not comply with section 16, 17, 18, 19(1), or 20 of the Act; but
  - (b) must have the written consent of the trustees.
- (2) To avoid doubt, the Board must give public notice of a determination made under **subsection (1)** in accordance with section 21(2) and (3) of the Act.

Subpart 5—Vesting of cultural redress properties

59 Interpretation

In this subpart,—

**Crown forest land** has the meaning given in **section 93**

**Crown forestry licence**—

- (a) has the meaning given in section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to the Kopironui property, means the licence applying to that land on the vesting date

**cultural redress property** means each of the following properties, and each property means the land of that name described in **Schedule 3**:

*Properties vested in fee simple*

- (a) Te Henga site A;
- (b) Wai Whauwhaupaku;

*Property vested in fee simple to be held as Māori reservation*

- (c) Te Onekiritea Point property;

*Properties vested in fee simple to be administered as reserves*

- (d) Parihoa site B;
- (e) Te Henga site B;
- (f) Te Kawerau Pā;

*Properties vested in fee simple subject to conservation covenant*

- (g) Muriwai;
- (h) Opareira;
- (i) Parihoa site A;

*Kopironui property vested in fee simple*

- (j) Kopironui property

**licensor** has the meaning given in **section 93**

**reserve property** means the properties named in of each **paragraphs (d) to (f)** of the definition of cultural redress property

**Te Kawerau Pā vesting date** means the later of the following dates:

- (a) the date which is 20 working days after the date the Tītirangi Matangi Island Scientific Reserve vests in the Crown under **section 68(2) of the Ngā Mana Whenua o Tāmaki Makarau Collective Redress Act 2013**; or
- (b) the settlement date.

*Properties vested in fee simple*

**60 Te Henga site A**

- (1) The reservation of Te Henga site A (being part of Te Henga Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Te Henga site A vests in the trustees.

**61 Wai Whauwhaupaku**

- (1) Wai Whauwhaupaku ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Wai Whauwhaupaku vests in the trustees.

*Property vested in fee simple to be held as  
Māori reservation*

**62 Te Onekiritea Point property**

- (1) The fee simple estate in the Te Onekiritea Point property vests in the trustees.
- (2) The Te Onekiritea Point property is set apart as a Māori reservation as if under section 338(1) of Te Ture Whenua Māori Act 1993—
  - (a) for the purposes of a marae; and
  - (b) to be held for the benefit of Te Kawerau ā Maki.
- (3) The Te Onekiritea Point property is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

*Properties vested in fee simple to be administered as reserves*

**63 Parihoa site B**

- (1) Parihoa site B ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Parihoa site B vests in the trustees.
- (3) Parihoa site B is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve is named Parihoa Historic Reserve.

**64 Te Henga site B**

- (1) The reservation of Te Henga site B (being part of Te Henga Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Te Henga site B vests in the trustees.
- (3) Te Henga site B is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve is named Te Henga Historic Reserve.
- (5) **Subsections (1) to (4)** do not take effect until the trustees have provided the Crown with a registrable easement in gross for a right of way over the Te Henga Walkway on the terms and conditions set out in part 7.5 of the documents schedule.
- (6) Despite the provisions of the Reserves Act 1977, the easement—
  - (a) is enforceable in accordance with its terms; and
  - (b) is to be treated as having been granted in accordance with the Reserves Act 1977.

**65 Te Kawerau Pā**

- (1) This section takes effect on the Te Kawerau Pā vesting date.
- (2) The reservation of Te Kawerau Pā (being part of Tiritiri Matangi Island Scientific Reserve) as a scientific reserve subject to the Reserves Act 1977 is revoked.
- (3) The fee simple estate in Te Kawerau Pā vests in the trustees, subject to **section 66**.
- (4) Te Kawerau Pā is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.

- (5) Despite the vesting under **subsection (3)**, the Reserves Act 1977 applies to the reserve as if the reserve were vested in the Crown.
- (6) To avoid doubt, as a result of **subsection (5)**,—
- (a) the reserve is not vested in, or managed and controlled by, an administering body; and
  - (b) the Crown continues to administer, control, and manage the reserve; and
  - (c) the Crown continues to retain all income, and be responsible for all liabilities, in relation to the reserve; and
  - (d) the reserve continues to form part of the Hauraki Gulf Marine Park established under section 33 of the Hauraki Gulf Marine Park Act 2000.
- (7) However, the Minister of Conservation must not—
- (a) authorise the exchange of Te Kawerau Pā under the Reserves Act 1977; or
  - (b) revoke the reserve status of Te Kawerau Pā (but may reclassify it) under that Act.
- (8) For the purposes of the Forest and Rural Fires Act 1977, Te Kawerau Pā must be treated as if it were a state area within the meaning of section 2(1) of that Act.

**66 Te Kawerau Pā vests subject to, or together with, interests**

- (1) Te Kawerau Pā vests in the trustees under **section 65**, subject to, or with the benefit of,—
- (a) the interests listed for the property in the third column of the table in **Schedule 3**; and
  - (b) any other interests affecting the property on the Te Kawerau Pā vesting date.
- (2) If, on the Te Kawerau Pā vesting date, Te Kawerau Pā is affected by an interest in land, the interest applies as if the Crown were the grantor, or the grantee, as the case may be, of the interest in respect of Te Kawerau Pā.
- (3) Any interest in land that affects Te Kawerau Pā must be dealt with for the purposes of registration as if the Crown were the registered proprietor of the land.
- (4) **Subsections (2) and (3)** continue to apply despite any subsequent transfer of the reserve land under **section 88**.

- (5) **Subsections (6) and (7)** apply if Te Kawerau Pā vests subject to an interest (other than an interest in land), whether or not the interest also applies to land outside the property.
- (6) The Crown remains the grantor of the interest.
- (7) The interest applies—
  - (a) until the interest expires or is terminated, but any subsequent transfer of the property must be ignored in determining whether the interest expires or is or may be terminated; and
  - (b) with any necessary modifications; and
  - (c) despite any change in status of the land in Te Kawerau Pā.

*Properties vested in fee simple subject to conservation covenant*

**67 Muriwai**

- (1) The reservation of Muriwai (being part of Motutara Settlement Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Muriwai vests in the trustees.
- (3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Muriwai on the terms and conditions set out in part 7.1 of the documents schedule.
- (4) The covenant is to be treated as a conservation covenant for the purposes of—
  - (a) section 77 of the Reserves Act 1977; and
  - (b) section 27 of the Conservation Act 1987.

**68 Opareira**

- (1) The reservation of Opareira (being part of Henderson Valley Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Opareira vests in the trustees.
- (3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Opareira on the terms and conditions set out in part 7.2 of the documents schedule.



- (4) The covenant is to be treated as a conservation covenant for the purposes of—
- (a) section 77 of the Reserves Act 1977; and
  - (b) section 27 of the Conservation Act 1987.

**69 Parihoa site A**

- (1) Parihoa site A ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Parihoa site A vests in the trustees.
- (3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with—
  - (a) a registrable covenant in relation to Parihoa site A on the terms and conditions set out in part 7.3 of the documents schedule; and
  - (b) a registrable easement in gross for a right of way on the terms and conditions set out in part 7.4 of the documents schedule.
- (4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

*Kopironui property vested in fee simple*

**70 Interpretation**

In **sections 71 to 78**—

**Kopironui vesting date**, in relation to the Kopironui property—

- (a) means the later of the following:
  - (i) 20 working days after the order of the Māori Land Court is notified in the *Gazette* under **section 78**; and
  - (ii) 20 working days after the registration of the Woodhill Crown forestry licences resulting from the processes referred to in section 90(1)(b) of the Ngāti Whātua o Kaipara Claims Settlement Act 2013; or
- (b) if **section 71(2)** applies, the date by which all conditions imposed by the court have been satisfied

**Ministers** means the Minister for Treaty of Waitangi Negotiations and the Minister of Māori Affairs, acting jointly

**Ngāti Whātua o Kaipara** has the meaning given in section 12 of the Ngāti Whātua o Kaipara Claims Settlement Act 2013

**relevant trustees** means the trustees of either or both of the following, as the case may require:

- (a) the Te Kawerau Iwi Settlement Trust;
- (b) the Ngā Maunga Whakahii o Kaipara Development Trust

**specified iwi** means either or both—

- (a) Te Kawerau ā Maki;
- (b) Ngāti Whātua o Kaipara.

**71 Fee simple estate in Kopironui property vested**

- (1) On and from the Kopironui vesting date,—
  - (a) the Kopironui property ceases to be Crown forest land; and
  - (b) the fee simple estate in the Kopironui property vests in the relevant trustees specified by order of the Māori Land Court in accordance with **section 76**.
- (2) However, if the order of the Māori Land Court given in accordance with **section 76** includes a requirement that the Kopironui property be subdivided, and that a registrable right of way easement be granted over the land in question to another part of the Kopironui property, **subsection (1)(b)** of this section does not take effect until the relevant trustees have granted the easement in accordance with the order of the court.

**72 Licensor or joint licensors**

- (1) On the Kopironui vesting date, the Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of a Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Kopironui property.
- (2) Notice given by the Crown under **subsection (1)** has effect as if—
  - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Kopironui property; and

- (b) the recommendation had become final on the Kopironui vesting date.
- (3) The relevant trustees specified by the Māori Land Court in accordance with **section 76(2)** as being entitled to receive the fee simple estate in the Kopironui property are the licensors or joint licensors, as the case may be, under the Crown forestry licence as if the Kopironui property had been returned to Māori ownership—
- (a) on the Kopironui vesting date; and
- (b) under section 36 of the Crown Forest Assets Act 1989.
- (4) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the Kopironui property.

*Jurisdiction of Māori Land Court in relation to  
Kopironui property*

**73 Proceedings to determine ownership of Kopironui property**

- (1) The Ministers must, as soon as practicable after the settlement date, apply to the Māori Land Court under this section for an order of the kind described in **section 74**.
- (2) An application under this section must be—
- (a) in writing in form 1 of the Māori Land Court Rules 2011; and
- (b) filed in the office of the Chief Registrar of the Māori Land Court.
- (3) The provisions of **sections 77 and 78** apply to the procedures of the Māori Land Court.
- (4) The Māori Land Court has jurisdiction to make an order in accordance with **section 76**.

**74 Determination by Māori Land Court**

- (1) As soon as practicable after the application is filed under **section 73**, the Chief Judge of the Māori Land Court must allocate the application to him or herself or to another Judge to hear and determine.
- (2) The Chief Judge or the Judge to whom the application is allocated must inquire into and determine—

- (a) which of the specified iwi is entitled to receive the beneficial interest in the Kopironui property; or
- (b) if both specified iwi are entitled to receive a share in the beneficial interest in the Kopironui property,—
- (i) how the beneficial interest in the property is to be shared between the 2 specified iwi; and
  - (ii) what proportion of the beneficial interest in the property each of the specified iwi is entitled to receive; and
  - (iii) whether the property should be subdivided; and
- (3) The Māori Land Court—
- (a) must make an order accordingly; but
  - (b) must not make an order in respect of any iwi or person other than the specified iwi.
- (4) If the Māori Land Court makes a determination that the property be subdivided, the court must determine—
- (a) how the land is to be subdivided; and
  - (b) whether any right of way easements are necessary to provide access to any part of the Kopironui property, including any terms that the court thinks appropriate (but subject to any Crown forestry licence that applies to the whole of the Kopironui property).
- (5) In making a determination under this section, the Māori Land Court—
- (a) must consider evidence as to the identity of persons or groups of persons who were owners of the Kopironui property at the time when the property was alienated from Māori ownership, and the successors of those owners:
  - (b) may consider evidence as to—
    - (i) the identity of persons or groups of persons to whom title in the Kopironui Block was awarded in 1871, and when the Block was later partitioned;
    - (ii) the owners of the Kopironui Block, excluding the Kopironui property, on the settlement date;
    - (iii) any other matters relevant to the determination required.

- (6) In **subsection (5), Kopironui Block** means the former Māori land block of that name, comprising 937 acres, the title to which was determined by the Native Land Court in 1871.

**75 Agreement by consent order**

- (1) This section applies if, at any time before the Māori Land Court makes an order under **section 74**, the relevant trustees agree—
- (a) which of the relevant trustees is entitled to receive the fee simple estate in the whole or a part of the Kopironui property; or
  - (b) whether both relevant trustees are entitled to share the fee simple estate in the Kopironui property.
- (2) The relevant trustees must advise the Chief Registrar in writing of the agreement they have entered into, with sufficient proof of the agreement and in sufficient detail to enable the Māori Land Court to make an order in accordance with **section 76**.
- (3) The Māori Land Court must issue a consent order to give effect to the agreement if the court is satisfied that the agreement—
- (a) meets the requirements of **subsection (2)**; and
  - (b) makes provision for all of the land comprising the Kopironui property.

**76 Order of Court**

- (1) An order of the Māori Land Court must record the court's determination made under **section 74** or by consent order made under **section 75** as to which of the specified iwi is entitled to receive the beneficial interest in the Kopironui property or if both specified iwi are entitled to receive a beneficial interest, the proportion of the beneficial interest in the property that each should receive.
- (2) The order must also specify, in accordance with the determination made under **section 74** or the agreement for which a consent order is made under **section 75**,—
- (a) the relevant trustees in whom the fee simple estate in the Kopironui property, or any part of it, is to vest under **section 71**:

- (b) if the Kopironui property is to be subdivided, how the property is to be subdivided and any access arrangements required over the Kopironui property;
- (c) if the fee simple estate in the Kopironui property or any part of it is to be vested in undivided shares in the relevant trustees as tenants in common, the specified shareholding for the relevant trustees.

*Procedural matters*

**77 Powers and procedures of Māori Land Court**

*Notification and service of application*

- (1) As soon as practicable after the Ministers have lodged the application required by **section 73**, the Chief Registrar must publish a notice of the application in the *Panui*, as required by rule 5.3 of the Māori Land Court Rules 2011.
- (2) The notices given under **subsection (4)** must contain—
  - (a) a brief description of the application and of the orders sought; and
  - (b) the date by which the persons with a right to be heard (*see subsection (3)*) must lodge any submissions in the office of the Chief Registrar and the matters which any submission must include; and
  - (c) and other matter that the court directs must be included in the notice.
- (3) The only persons with a right to be heard are—
  - (a) the relevant trustees; and
  - (b) the Ministers.

*Setting down for hearing and conduct of hearing*

- (4) The provisions of Parts 5 and 6 of the Māori Land Court Rules 2011 apply, as far as they are relevant, to setting down and conducting a hearing of the application lodged under this section.

*Appointment of additional members for purposes of inquiry*

- (5) For any purpose relevant to the jurisdiction of the Māori Land Court under this subpart, the Chief Judge of the Māori Land Court may appoint 1 or more additional members of the court.
- (6) An additional member—

- (a) must have the knowledge and experience relevant to the matter to which the application relates; but
- (b) is not a Judge of the Māori Land Court.
- (7) The Chief Judge, before appointing a person under **subsection (5)**, must consult both relevant trustees and the Ministers about the knowledge and experience any such person should have.
- (8) The following provisions apply, with any necessary modification, if an additional member is appointed under **subsection (5)**:
- (a) section 34 (which requires an oath to be taken by additional members);
- (b) section 35 (which makes provision for the payments of fees and allowances to additional members);
- (c) section 36 (which sets out matters relating to the quorum for a hearing and the making of decisions).

**78 Service and notification of order**

- (1) As soon as is reasonably practicable after an order made in accordance with **section 76** has been pronounced by the Māori Land Court in accordance with section 41 of Te Ture Whenua Māori Act 1993, the Chief Registrar must serve a copy of the order on the Ministers.
- (2) The Ministers must notify the order in the *Gazette*.

*General provisions applying to vesting of cultural redress properties*

**79 Vesting of share of fee simple estate in property**

In this subpart, a reference to the vesting of a cultural redress property, or the vesting of the fee simple estate in a cultural redress property, includes the vesting of an undivided share of the fee simple estate in the property.

**80 Properties vest subject to or together with interests**

- (1) Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in **Schedule 3**.

- (2) **Subsection (1)** does not apply to Te Kawerau Pā vested under **section 65** or to the Kopironui property vested under **section 71**.
- (3) In the case of the Kopironui property, **subsection (4)** applies if, in accordance with an order of the Māori Land Court given in accordance with **section 76**,—
- (a) the Kopironui property is vested as a whole; or
  - (b) the Kopironui property is subdivided.
- (4) The Kopironui property or each parcel of land into which the property is subdivided is subject to, or has the benefit of—
- (a) any interests listed for the Kopironui property in the third column of the table in **Schedule 3** or that applies to the relevant parcel of the Kopironui property, if the interest is current on the Kopironui vesting date; and
  - (b) any other interests that are granted in relation to the Kopironui property, or in relation to the relevant parcel of the property whether before that vesting date or as a condition of the vesting.

#### **81 Registration of ownership**

- (1) This section applies to a cultural redress property, other than the Kopironui property (*see* **section 82**), vested in the trustees under this subpart.
- (2) **Subsection (3)** applies to a cultural redress property, but only to the extent that the property is all of the land contained in a computer freehold register.
- (3) The Registrar-General must, on written application by an authorised person,—
- (a) register the trustees as the proprietors of the fee simple estate in the property; and
  - (b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 5 of the deed of settlement.
- (4) **Subsection (5)** applies to a cultural redress property, but only to the extent that **subsection (2)** does not apply to the property.
- (5) The Registrar-General must, in accordance with a written application by an authorised person,—





- (a) create a computer freehold register for the fee simple estate in the property in the name of the trustees; and
  - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.
- (6) **Subsection (5)** is subject to the completion of any survey necessary to create a computer freehold register.
- (7) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
- (a) 24 months after the settlement date or, in the case of Te Kawerau Pā, the Te Kawerau Pā vesting date; or
  - (b) any later date that may be agreed in writing by the Crown and the trustees.
- (8) In this section, **authorised person** means a person authorised by—
- (a) the chief executive of the Ministry of Justice, for Te Onekiritea Point property; and
  - (b) the Director-General, for all other properties.

**82 Registration of ownership of Kopironui property**

- (1) This section applies to the Kopironui property vested under **section 71** in accordance with an order of the Māori Land Court made in accordance **section 76**.
- (2) The Registrar-General must, in accordance with a written application by the authorised person,—
- (a) create a computer freehold register for the fee simple estate in the property in the name of the relevant trustees declared by order of the Māori Land Court to be the owners of the fee simple estate in the property; and
  - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.
- (3) However, if by order of the Maori Land Court the Kopironui property is subdivided or vested in the relevant trustees as tenants in common, the Registrar-General must, in accordance with a written application by an authorised person,—

- (a) create computer freehold registers, as the case may require,—
    - (i) for the fee simple estate in the parcels of the Kopironui property in the names of the relevant trustees identified by the court for the parcels; or
    - (ii) if the Kopironui property or part of it is vested in the relevant trustees as tenants in common, for specified undivided shares of the fee simple estate in the property or relevant part of the property in the names of the relevant trustees; and
  - (b) record on each computer freehold register any interests that are registered, notified, or notifiable and that are described in the application
- (4) **Subsections (2) and (3)** are subject to the completion of any survey necessary to create a computer freehold register.
- (5) A computer freehold register must be created under this section as soon as is reasonably practicable after the Kopironui vesting date, but no later than—
- (a) 24 months after that vesting date; or
  - (b) any later date that may be agreed in writing by the Crown and the relevant trustees identified by the Māori Land Court as provided for in **section 76**.
- (6) In this section, **authorised person** means a person authorised by the chief executive of LINZ.

**83 Application of Part 4A of Conservation Act 1987**

- (1) The vesting of the fee simple estate in a cultural redress property in the trustees under this subpart is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) Section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve property.
- (3) If the reservation of a reserve property under this subpart is revoked for all or part of the property, the vesting of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.

- (4) **Subsections (2) and (3)** do not limit **subsection (1)**.
- (5) **Subsection (3)** does not apply to Te Kawerau Pā.

**84 Matters to be recorded on computer freehold register**

- (1) The Registrar-General must record on the computer freehold register—
  - (a) for a reserve property (other than Te Kawerau Pā)—
    - (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
    - (ii) that the land is subject to **sections 83(3) and 88**; and
  - (b) for Te Kawerau Pā—
    - (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
    - (ii) that the land is subject to **sections 65(5) to (7), 66(3), and 88**; and
  - (c) for any other cultural redress property, that the land is subject to Part 4A of the Conservation Act 1987.
- (2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (3) For a reserve property, if the reservation of the property under this subpart is revoked for—
  - (a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—
    - (i) section 24 of the Conservation Act 1987 does not apply to the property; and
    - (ii) the property is subject to **sections 83(3) and 88**; or
  - (b) part of the property, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the property that remains a reserve.

- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.
- (5) **Subsection (3)** does not apply to Te Kawerau Pā.

#### **85 Application of other enactments**

- (1) The vesting of the fee simple estate in a cultural redress property under this subpart does not—
  - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals.
- (2) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.
- (3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this subpart, of the reserve status of a cultural redress property.
- (4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
  - (a) the vesting of the fee simple estate in a cultural redress property under this subpart; or
  - (b) any matter incidental to, or required for the purpose of, the vesting.

#### **86 Names of Crown protected areas discontinued**

- (1) **Subsection (2)** applies to the land, or the part of the land, in a cultural redress property that, immediately before the settlement date, was all or part of a Crown protected area, but does not apply to Te Kawerau Pā.
- (2) The official geographic name of the Crown protected area is discontinued in respect of the land, or the part of the land, and the Board must amend the Gazetteer accordingly.
- (3) In this section, **Board**, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

*Further provisions applying to reserve properties*

**87 Application of other enactments to reserve properties**

- (1) The trustees are the administering body of a reserve property.
- (2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve property, despite sections 48A(6), 114(5), and 115(6) of that Act.
- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve property.
- (4) If the reservation of a reserve property under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.
- (5) A reserve property is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act.
- (6) A reserve property must not have a name assigned to it or have its name changed under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed name.
- (7) **Subsections (1) to (5)** do not apply to Te Kawerau Pā.

**88 Subsequent transfer of reserve land**

- (1) This section applies to all or the part of a reserve property that remains a reserve under the Reserves Act 1977 after the property has vested in the trustees under this subpart.
- (2) The fee simple estate in the reserve land in Te Kawerau Pā may only be transferred in accordance with **section 90**.
- (3) The fee simple estate in the reserve land in any other property may only be transferred in accordance with **section 89 or 90**.
- (4) In this section and **sections 89 to 91**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

**89 Transfer of reserve land to new administering body**

- (1) The registered proprietors of the reserve land may apply in writing to the Minister of Conservation for consent to transfer

the fee simple estate in the reserve land to 1 or more persons (the **new owners**).

- (2) The Minister of Conservation must give written consent to the transfer if the registered proprietors satisfy the Minister that the new owners are able to—
  - (a) comply with the requirements of the Reserves Act 1977; and
  - (b) perform the duties of an administering body under that Act.
- (3) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (4) The required documents are—
  - (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and
  - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
  - (c) any other document required for the registration of the transfer instrument.
- (5) The new owners, from the time of their registration under this section,—
  - (a) are the administering body of the reserve land; and
  - (b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer.
- (6) A transfer that complies with this section need not comply with any other requirements.

**90 Transfer of reserve land to trustees of existing administering body if trustees change**

The registered proprietors of the reserve land may transfer the fee simple estate in the reserve land if—

- (a) the transferors of the reserve land are or were the trustees of a trust; and

- (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
- (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

**91 Reserve land not to be mortgaged**

The owners of reserve land must not mortgage, or give a security interest in, the reserve land.

**92 Saving of bylaws, etc, in relation to reserve properties**

- (1) This section applies to any bylaw, or any prohibition or restriction on use or access, that an administering body or the Minister of Conservation made or imposed under the Conservation Act 1987 or the Reserves Act 1977 in relation to a reserve property before the property was vested in the trustees under this subpart.
- (2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Conservation Act 1987 or the Reserves Act 1977.

**Part 3**

**Commercial redress**

**93 Interpretation**

In **subparts 1 to 3**,—

**Auckland Prison Housing Block** and **Housing Block** mean the Auckland (Paremoremo) on-site housing village, described as the Paremoremo Housing Block in part 5 of the property redress schedule, if—

- (a) an effective Housing Block purchase notice is given; and
- (b) the requirements for transfer under the Ngāti Whātua o Kaipara deed of settlement have been satisfied

**commercial redress property** means the licensed land described in part 3 of the property redress schedule

**Crown forest land** has the meaning given in section 2(1) of the Crown Forest Assets Act 1989

**Crown forestry licence**—

- (a) has the meaning given in section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to the licensed land, means the licence described in the second column of the table in part 3 of the property redress schedule

**Crown forestry rental trust** means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989

**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust

**deferred selection property** means a property described in part 4 of the property redress schedule for which the requirements for transfer under the deed of settlement have been satisfied

**effective Housing Block purchase notice** has the meaning given in section 82 of the Ngāti Whātua o Kaipara Claims Settlement Act 2013

**Housing Block nominee** means a person nominated by 1 or more governance entities that give the effective Housing Block purchase notice to the Department of Corrections

**land holding agency** means the land holding agency specified,—

- (a) for the commercial redress property, in part 3 of the property redress schedule; or
- (b) for a deferred selection property, in part 4 of the property redress schedule; or
- (c) for the Housing Block, the Department of Corrections

**licensed land**—

- (a) means the property described as licensed land in part 3 of the property redress schedule; but
- (b) excludes—
  - (i) trees growing, standing, or lying on the land; and
  - (ii) improvements that have been—
    - (A) acquired by a purchaser of the trees on the land; or



- (B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

**licensee** means the registered holder of the Crown forestry licence

**licensor** means the licensor of the Crown forestry licence

**Ngāti Whātua o Kaipara deed of settlement** has the meaning given to deed of settlement in section 11 of the Ngāti Whātua o Kaipara Claims Settlement Act 2013

**protected site** means any area of land situated in the licensed land that—

- (a) is wāhi tapu or a wāhi tapu area within the meaning of section 2 of the Historic Places Act 1993; and
- (b) is a registered place within the meaning of section 2 of that Act

**right of access** means the right conferred by **section 104**.

#### Subpart 1—Transfer of commercial redress property and deferred selection properties

##### 94 The Crown may transfer properties

- (1) To give effect to part 6 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to—
- (a) transfer the fee simple estate in the commercial redress property or a deferred selection property to the trustees; and
- (b) transfer the fee simple estate in the Housing Block to 1 or more governance entities giving an effective Housing Block purchase notice or to a Housing Block nominee; and
- (c) sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer.
- (2) **Subsection (3)** applies if the Housing Block or a deferred selection property is subject to a resumptive memorial recorded under an enactment listed in **section 16(2)**.
- (3) As soon as is reasonably practicable after the date on which the Housing Block or a deferred selection property is transferred under **subsection (1)**, the chief executive of the land holding

agency must give written notice of that date to the chief executive of LINZ for the purposes of **section 17** (which relates to the cancellation of resumptive memorials).

- (4) In this section, **governance entity** means either or both—
- (a) the trustees;
  - (b) the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust.

**95 Transfer of share of the fee simple estate in Housing Block**

In this Part, a reference to the transfer of the Housing Block, or the transfer of the fee simple estate in that property, includes the transfer of an undivided share of the fee simple estate in the property.

**96 Minister of Conservation may grant easements**

- (1) The Minister of Conservation may grant any easement over a conservation area or reserve that is required to fulfil the terms of the deed of settlement in relation to the commercial redress property or a deferred selection property.
- (2) Any such easement is—
- (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
  - (b) to be treated as having been granted in accordance with Part 3B of that Act; and
  - (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

**97 Computer freehold registers for deferred selection properties and Housing Block**

- (1) This section applies to each of the following properties to be transferred under **section 94**:
- (a) a deferred selection property;
  - (b) the Housing Block.
- (2) However, this section applies only to the extent that—
- (a) the property is not all of the land contained in a computer freehold register; or
  - (b) there is no computer freehold register for all or part of the property.

- (3) The Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and
  - (b) in the case of the Housing Block, if so required by the written application, create 2 computer freehold registers for the fee simple estate in the property in the name of the Crown, each for an undivided specified share of the fee simple estate in the Housing Block; and
  - (c) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but
  - (d) omit any statement of purpose from the computer freehold register.
- (4) **Subsection (2)** does not apply to the Housing Block if an undivided share of the fee simple estate in the property is transferred under **section 94**.
- (5) **Subsection (3)** is subject to the completion of any survey necessary to create a computer freehold register.
- (6) In this section and **sections 98 and 99**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

**98 Computer freehold register for licensed land**

- (1) This section applies to the licensed land to be transferred to the trustees under **section 94**.
- (2) The Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create a computer freehold register in the name of the Crown for the fee simple estate in the property; and
  - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but
  - (c) omit any statement of purpose from the computer freehold register.
- (3) **Subsection (2)** is subject to the completion of any survey necessary to create a computer freehold register.

**99 Authorised person may grant covenant for later creation of computer freehold register**

- (1) For the purposes of **sections 97 and 98**, the authorised person may grant a covenant for the later creation of a computer freehold register for any commercial redress property or deferred selection property.
- (2) Despite the Land Transfer Act 1952,—
  - (a) the authorised person may request the Registrar-General to register the covenant under that Act by creating a computer interest register; and
  - (b) the Registrar-General must comply with the request.

**100 Application of other enactments**

- (1) This section applies to the transfer of the fee simple estate in the commercial redress property, or a deferred selection property, or the Housing Block under **section 94**.
- (2) The transfer is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (3) The transfer does not—
  - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to the transfer.
- (5) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer or to any matter incidental to, or required for the purpose of, the transfer.
- (6) In exercising the powers conferred by **section 94**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer.
- (7) **Subsection (6)** is subject to **subsections (2) and (3)**.



## Subpart 2—Licensed land

**101 Licensed land ceases to be Crown forest land**

- (1) The licensed land ceases to be Crown forest land upon the registration of the transfer of the fee simple estate in the land to the trustees.
- (2) However, the Crown, courts, and tribunals must not do or omit to do anything if that act or omission would, between the settlement date and the date of registration, be permitted by the Crown Forest Assets Act 1989 but be inconsistent with this subpart, part 6 of the deed of settlement, or part 8 of the property redress schedule.

**102 Trustees are confirmed beneficiaries and licensors of licensed land**

- (1) The trustees are the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed in relation to the licensed land.
- (2) The effect of **subsection (1)** is that—
  - (a) the trustees are entitled to the rental proceeds payable for the licensed land to the trustees of the Crown forestry rental trust under the Crown forestry licence since the commencement of the licence; and
  - (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the trustees are the confirmed beneficiaries in relation to the licensed land.
- (3) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land.
- (4) Notice given by the Crown under **subsection (3)** has effect as if—
  - (a) the Waitangi Tribunal made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land; and
  - (b) the recommendation became final on the settlement date.

- (5) The trustees are the licensors under the Crown forestry licence as if the licensed land were returned to Māori ownership—
- (a) on the settlement date; and
  - (b) under section 36 of the Crown Forest Assets Act 1989.
- (6) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the licensed land.

### 103 Effect of transfer of licensed land

- (1) **Section 102** applies whether or not—
- (a) the transfer of the fee simple estate in the licensed land has been registered; or
  - (b) the processes referred to in section 90(1)(b) of the Ngati Whātua o Kaipara Claims Settlement Act 2013 have been completed.
- (2) For the period (if any) starting on the settlement date until the completion of the processes referred to in **subsection (1)**, the licence fee payable under the Crown forestry licence in respect of the licensed land is the amount calculated in the manner described in paragraphs 8.23 and 8.24 of the property redress schedule.
- (3) However, the calculation of the licence fee under **subsection (2)** is overridden by any agreement made by the trustees as licensor, the licensee, and the Crown.

### Subpart 3—Access to protected sites

#### 104 Right of access to protected sites

- (1) The owner of land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow Māori for whom the protected site is of special cultural, historical, or spiritual significance to have access across the land to each protected site.
- (2) **Subsection (1)** takes effect on and from the date of the transfer of a property to the trustees.
- (3) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner.
- (4) The right of access is subject to the following conditions:

- (a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right; and
- (b) the right of access may be exercised only at reasonable times and during daylight hours; and
- (c) a person exercising the right of access must observe any conditions imposed by the owner relating to the time, location, or manner of access that are reasonably required—
  - (i) for the safety of people; or
  - (ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or
  - (iii) for operational reasons.

**105 Right of access over licensed land**

- (1) A right of access over licensed land is subject to the terms of any Crown forestry licence.
- (2) However, **subsection (1)** does not apply if the licensee has agreed to the right of access being exercised.
- (3) An amendment to a Crown forestry licence is of no effect to the extent that it would—
  - (a) delay the date from which a person may exercise a right of access; or
  - (b) adversely affect a right of access in any other way.

**106 Right of access to be recorded on computer freehold registers**

- (1) This section applies to the transfer to the trustees of the licensed land.
- (2) The transfer instrument for the transfer must include a statement that the land is subject to a right of access to any protected sites on the land.
- (3) The Registrar-General must, upon the registration of the transfer of the land, record on any computer freehold register for the land that the land is subject to a right of access to protected sites on the land.

Subpart 4—Right of first refusal over RFR  
land

*Interpretation*

**107 Interpretation**

In this subpart and **Schedule 4**,—

**approving Marutūāhu Iwi collective legislation** means the legislation that—

- (a) approves as redress for Marutūāhu Iwi the rights to non-exclusive RFR land provided by or under this subpart to the Marutūāhu Iwi governance entity; and
- (b) provides that those rights may be exercised by the Marutūāhu Iwi governance entity on and from the settlement date defined in the Marutūāhu Iwi collective legislation

**approving Ngāti Whātua settlement legislation** means settlement legislation that—

- (a) approves as redress for Ngāti Whātua the rights to non-exclusive RFR land provided by or under this subpart to the Ngāti Whātua governance entity; and
- (b) provides that those rights may be exercised by the Ngāti Whātua governance entity on and from the settlement date defined in Ngāti Whātua settlement legislation

**Auckland Council** means the local authority established by section 6(1) of the Local Government (Auckland Council) Act 2009

**Auckland Prison** means the land described as Paremoremo Prison in part 3A of the attachments if, on the RFR date for the Auckland Prison,—

- (a) the land is vested in the Crown; or
- (b) the fee simple estate is held by the Crown

**control**, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) for a company, control of the composition of its board of directors; and
- (b) for another body, control of the composition of the group that would be its board of directors if the body were a company



**Crown body** means—

- (a) a Crown entity, as defined in section 7(1) of the Crown Entities Act 2004; and
- (b) a State enterprise, as defined in section 2 of the State-Owned Enterprises Act 1986; and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by 1 or more of the following:
  - (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise;
  - (iv) the New Zealand Railways Corporation; and
- (e) a subsidiary or related company of a company or body referred to in **paragraph (d)**

**dispose of**, in relation to RFR land,—

- (a) means to—
  - (i) transfer or vest the fee simple estate in the land; or
  - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), 50 years or longer; but
- (b) to avoid doubt, does not include to—
  - (i) mortgage, or give a security interest in, the land; or
  - (ii) grant an easement over the land; or
  - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
  - (iv) remove an improvement, a fixture, or a fitting from the land

**exclusive RFR land** has the meaning given in **section 109****expiry date**, in relation to an offer, means its expiry date under **sections 113(2)(a) and 114****governance entity** means,—

- (a) in relation to Auckland Prison,—
  - (i) the trustees;
  - (ii) the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust;
- (b) in relation to exclusive RFR land, the trustees;
- (c) in relation to non-exclusive RFR land, the following:

- (i) the trustees;
- (ii) the Marutūāhu Iwi governance entity;
- (iii) the Ngāti Whātua governance entity

**Marutūāhu Iwi** means the collective group comprising Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngaati Whanaunga, and Te Patukirikiri

**Marutūāhu Iwi collective deed of settlement** means a deed between the Crown and the Marutūāhu Iwi collective that provides redress to the Marutūāhu Iwi collective

**Marutūāhu Iwi collective legislation** means legislation that gives effect to any Marutūāhu Iwi collective deed of settlement

**Marutūāhu Iwi governance entity** means the entity that any Marutūāhu Iwi collective deed of settlement specifies as having the rights of a Marutūāhu Iwi governance entity under this subpart

**Ngāti Whātua** means the descendants of Haumoewarangi, a tupuna of Ngāti Whātua as provided for in section 4(2) of the Te Runanga o Ngāti Whātua Act 1988

**Ngāti Whātua deed of settlement** means a deed between the Crown and Ngāti Whātua that settles the outstanding historical claims of Ngāti Whātua

**Ngāti Whātua governance entity** means an entity that any Ngāti Whātua deed of settlement specifies as having the rights of the Ngāti Whātua governance entity under this subpart

**Ngāti Whātua settlement legislation** means legislation that settles the historical claims of Ngāti Whātua

**non-exclusive RFR land** means the land that is within the RFR area that, on the RFR date for that land,—

- (a) is vested in the Crown; or
- (b) is held in fee simple by the Crown; or
- (c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on application of section 25 or 27 of the Reserves Act 1977, revert in the Crown

**notice** means a notice given under this subpart

**offer** means an offer by an RFR landowner, made in accordance with **section 113**, to dispose of RFR land to a governance entity

**public work** has the meaning given in section 2 of the Public Works Act 1981

**related company** has the meaning given in section 2(3) of the Companies Act 1993

**relevant approving legislation** means the approving Marutūāhu Iwi collective legislation or the approving Ngāti Whātua settlement legislation, as the case requires

**RFR area** means the area shown on SO 459993 in part 3 of the attachments

**RFR date** means the date on which this subpart comes into effect under **section 111** in relation to—

- (a) Auckland Prison; and
- (b) the exclusive RFR land; and
- (c) the non-exclusive RFR land

**RFR landowner**, in relation to RFR land,—

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple estate in the land; and
- (c) means the Auckland Council, if the Council holds the fee simple estate in the land; and
- (d) includes a local authority to which RFR land has been disposed of under **section 119(1)**; but
- (e) to avoid doubt, does not include an administering body in which RFR land, except the Te Onekiritea Point land, is vested—
  - (i) on the settlement date; or
  - (ii) after the settlement date, under **section 120(1)**

**RFR period** means,—

- (a) for Auckland Prison, the period of 170 years on and from the RFR date for that land;
- (b) for exclusive RFR land, the period of 172 years on and from the RFR date for that land;
- (c) for non-exclusive RFR land, the period of 173 years on and from the RFR date for that land

**subsidiary** has the meaning given in section 5 of the Companies Act 1993

**Te Onekiritea Point land** means the land described by that name in part 3A of the attachments.

**108 Meaning of RFR land**

- (1) In this subpart, **RFR land** means—
- (a) Auckland Prison; and
  - (b) the exclusive RFR land; and
  - (c) the non-exclusive RFR land; and
  - (d) any land obtained in exchange for a disposal of RFR land under **section 124(1)(c) or 125**.
- (2) Land ceases to be RFR land if—
- (a) the fee simple estate in the land transfers from the RFR landowner to—
    - (i) a governance entity or their nominee (for example, under a contract formed under **section 117**); or
    - (ii) any other person (including the Crown or a Crown body) under **section 112(3)**; or
  - (b) the fee simple estate in the land transfers or vests from the RFR landowner in accordance with a waiver or variation given under **section 139**; or
  - (c) the RFR period for the land ends; or
  - (d) for RFR land required for another Treaty settlement, notice is given in relation to the land under **section 110**.
- (3) Except in relation to the Te Onekiritea Point land (*see section 122(2)*), land also ceases to be RFR land if the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body—
- (a) under any of **sections 121 to 128** (which relate to permitted disposals of RFR land); or
  - (b) under any matter referred to in **section 129(1)** (which specifies matters that may override the obligations of an RFR landowner under this subpart).

**109 Meaning of exclusive RFR land**

- (1) In this subpart, **exclusive RFR land**—
- (a) means the land described as Clark House in part 3A of the attachments; and

- (b) means the Te Onekiritia Point land; and
  - (c) includes any land that has ceased to be a deferred selection property under clause 6.6B of the deed of settlement on or before the settlement date.
- (2) **Subsection (1)** applies only if, on the settlement date, the land—
- (a) is vested in the Crown; or
  - (b) is held in fee simple by the Crown or the Auckland Council.
- (3) If, after the settlement date, land ceases to be a deferred selection property under clause 6.6B of the deed of settlement, that land becomes exclusive RFR land.
- (4) In **subsections (1)(c) and (3)**, deferred selection property has the meaning given in the general matters schedule to the deed of settlement.

**110 RFR land required for another Treaty settlement**

- (1) The Minister for Treaty of Waitangi Negotiations must, in relation to RFR land required for another Treaty settlement, give notice that the land ceases to be RFR land to—
- (a) the RFR landowner; and
  - (b) each of the following governance entities:
    - (i) the trustees;
    - (ii) the Marutuāhu Iwi governance entity;
    - (iii) the Ngāti Whātua governance entity.

(2) The notice may be given at any time before a contract is formed under **section 117** for the disposal of the land.

(3) In this section,—

**historical Treaty claim** has the meaning given in section 2 of the Treaty of Waitangi Act 1975

**RFR land required for another Treaty settlement** means non-exclusive RFR land that is to be vested or transferred as part of the settling of 1 or more historical Treaty claims.

*Application of this subpart*

**111 When this subpart comes into effect**

The provisions of this subpart come into effect as follows:

- (a) for Auckland Prison, on the earlier of the following dates:
  - (i) the settlement date; or
  - (ii) the date that is 36 months after the settlement date under the Ngāti Whātua o Kaipara Claims Settlement Act 2013; and
- (b) for the exclusive RFR land, on the settlement date; and
- (c) for the non-exclusive RFR land, if the settlement dates under the approving Marutūāhu Iwi collective legislation and the approving Ngāti Whātua settlement legislation—
  - (i) occur on or before the settlement date under this Act, on that date; or
  - (ii) have not occurred on or before the settlement date under this Act, on the earlier of—
    - (A) the date that is 36 months after the settlement date under this Act;
    - (B) the later of the settlement dates under the relevant approving legislation.

*Restrictions on disposal of RFR land*

**112 Restrictions on disposal of RFR land**

- (1) An RFR landowner must not dispose of RFR land other than to the trustees or a governance entity referred to in **subsection (3)(a)(ii) or (5)(b)** who have accepted an offer to dispose of RFR land under **section 116**, or their nominees.
- (2) However, **subsection (1)** does not apply if the land is disposed of—
  - (a) under any of **sections 118 to 128**; or
  - (b) under any matter referred to in **section 129(1)**; or
  - (c) in accordance with a waiver or variation given under **section 139**; or
  - (d) in accordance with **subsection (3)**.
- (3) An RFR landowner may dispose of RFR land to any person within 2 years after the expiry date of an offer made by the RFR landowner if the offer was,—
  - (a) in the case of Auckland Prison, made by notice to—
    - (i) the trustees; and

- (ii) the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust:
- (b) in the case of exclusive RFR land, made by notice to the trustees:
- (c) in the case of non-exclusive RFR land, made by notice in accordance with **subsections (4) and (5)**.
- (4) If the settlement dates under the approving Marutūāhu Iwi collective legislation and the approving Ngāti Whātua settlement legislation have not occurred on or before the date that is 36 months after the settlement date under this Act, the notice of offer in relation to non-exclusive RFR land must be given to the trustees.
- (5) However, if the settlement date under the relevant approving legislation has occurred on or before the date that is 36 months after the settlement date under this Act, the notice of offer in relation to non-exclusive RFR land must be given—
- (a) to the trustees; and
- (b) to the relevant approving governance entity.
- (6) In every case where notice has been given under **subsection (3)(a) or (b), (4), or (5)**, the offer must—
- (a) have been made in accordance with **section 113**; and
- (b) have been made on terms that are the same as, or more favourable to the relevant governance entity than, the terms of the disposal to the other person; and
- (c) not have been withdrawn under **section 115**; and
- (d) not have been accepted under **section 116**.
- (7) In **subsection (5)(b)**, relevant approving governance entity means—
- (a) the Marutūāhu Iwi governance entity if the settlement date under any approving Marutūāhu Iwi collective legislation has occurred at the date of the offer:
- (b) the Ngāti Whātua governance entity if the settlement date under any approving Ngāti Whātua settlement legislation has occurred at the date of the offer.

*Governance entities' right of first refusal***113 Requirements for offer**

- (1) An offer by an RFR landowner to dispose of RFR land to a governance entity must be by notice to the governance entity.
- (2) The notice must include—
  - (a) the terms of the offer, including its expiry date; and
  - (b) the legal description of the land, including any interests affecting it, and the reference for any computer register for the land; and
  - (c) a statement that identifies the RFR land as exclusive RFR land or non-exclusive RFR land; and
  - (d) a street address for the land (if applicable); and
  - (e) a street address, postal address, and fax number or electronic address for the governance entity to give notices to the RFR landowner in relation to the offer.

**114 Expiry date of offer**

- (1) The expiry date of an offer must be on or after the date that is 40 working days after the date on which the governance entity receives notice of the offer.
- (2) However, the expiry date of an offer may be on or after the date that is 20 working days after the date on which the governance entity receives notice of the offer if—
  - (a) the governance entity received an earlier offer to dispose of the land; and
  - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
  - (c) the earlier offer was not withdrawn.
- (3) For an offer of non-exclusive RFR land or the Auckland Prison, if the RFR landowner has received notices of acceptance from 2 or more governance entities to which the offer was made at the expiry date specified in the notice given under **section 113**, the expiry date is extended for those governance entities to the date that is 20 working days after the date on which they received the RFR landowner's notice given under **section 116(4)**.



**115 Withdrawal of offer**

The RFR landowner may, by notice to the relevant governance entity, withdraw an offer at any time before it is accepted.

**116 Acceptance of offer**

- (1) A governance entity may, by notice to the RFR landowner who made an offer, accept the offer if—
  - (a) it has not been withdrawn; and
  - (b) its expiry date has not passed.
- (2) A governance entity must accept all the RFR land offered, unless the offer permits it to accept less.
- (3) In the case of an offer of non-exclusive RFR land or the Auckland Prison, the offer is accepted if, at the expiry date, the RFR landowner has received notice of acceptance from only 1 of the governance entities to which the offer was made.
- (4) In the case of an offer of non-exclusive RFR land or the Auckland Prison, if the RFR landowner has received, at the end of the expiry date specified in the notice of offer given under **section 113**, notices of acceptance from 2 or more governance entities to which the offer was made, the RFR landowner has 10 working days in which to give notice to those 2 or more governance entities,—
  - (a) specifying the governance entities from which acceptance notices have been received; and
  - (b) stating that the offer may be accepted by only 1 of those governance entities before the end of the 20th working day after the day on which the RFR landowner's notice is received under this subsection.
- (5) However, in the case of non-exclusive RFR land, if the 2 or more governance entities are unable to agree which of them is to provide a notice of acceptance, **subsections (6) to (8)** apply.
- (6) Not later than the 20th working day referred to in **subsection (4)(b)**,—
  - (a) the 2 or more governance entities must jointly appoint and authorise a Solicitor of the High Court of New Zealand or Justice of the Peace to conduct a ballot; and

- (b) the RFR landowner must receive written notice confirming which 1 of the 2 or more governance entities may provide a notice of acceptance.
- (7) In **subsection (6)**, **ballot** means a ballot to determine which 1 of the 2 or more governance entities may provide a notice of acceptance.
- (8) A notice given under **subsection (6)** must—
- (a) confirm that the Solicitor or Justice of the Peace was authorised by the 2 or more governance entities to conduct a ballot under that subsection; and
  - (b) state the result of that ballot; and
  - (c) attach the notice of acceptance duly signed by the relevant governance entity; and
  - (d) be signed and dated by the Solicitor or Justice of the Peace.
- (9) If **subsections (6) and (8)** apply, only the notice given under **subsection (8)(c)** is valid.

#### **117 Formation of contract**

- (1) If a governance entity accepts, under **section 116**, an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the governance entity on the terms in the offer.
- (2) The terms of the contract may be varied by written agreement between the RFR landowner and the governance entity.
- (3) Under the contract, the governance entity may nominate any person other than the governance entity (the **nominee**) to receive the transfer of the RFR land.
- (4) The governance entity may nominate a nominee only if—
- (a) the nominee is lawfully able to hold the RFR land; and
  - (b) notice is given to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle.
- (5) The notice must specify—
- (a) the full name of the nominee; and
  - (b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.

- (6) If the governance entity nominates a nominee, the governance entity remains liable for the obligations of the transferee under the contract.

*Disposals to others but land remains RFR land*

**118 Disposal to the Crown or Crown bodies**

- (1) An RFR landowner may dispose of RFR land to—
- (a) the Crown; or
  - (b) a Crown body.
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

**119 Disposal of existing public works to local authorities**

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority, as defined in section 2 of that Act.
- (2) To avoid doubt,—
- (a) in the case of the Te Onekiritea Point land, the RFR landowner may dispose of that land to the Auckland Council for the purposes of a reserve; and
  - (b) if RFR land is disposed of to a local authority, the local authority becomes—
    - (i) the RFR landowner of the land; and
    - (ii) subject to the obligations of an RFR landowner under this subpart.

**120 Disposal of reserves to administering bodies**

- (1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.
- (2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—
- (a) the RFR landowner of the land; or
  - (b) subject to the obligations of an RFR landowner under this subpart.

- (3) However, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—
- (a) the RFR landowner of the land; and
  - (b) subject to the obligations of an RFR landowner under this subpart.

*Disposals to others where land may cease to be  
RFR land*

**121 Disposal in accordance with obligations under enactment or rule of law**

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

**122 Disposal in accordance with legal or equitable obligations**

- (1) An RFR landowner may dispose of RFR land in accordance with—
- (a) a legal or an equitable obligation that—
    - (i) was unconditional before the RFR date for that land; or
    - (ii) was conditional before the RFR date for that land but became unconditional on or after that date; or
    - (iii) arose after the exercise (whether before, on, or after the RFR date for that land) of an option existing before the RFR date for that land; or
  - (b) the requirements, existing before the RFR date for that land, of a gift, an endowment, or a trust relating to the land.
- (2) If the RFR landowner disposes of the Te Onekiritea Point land to the Auckland Council in accordance with **subsection (1)** for the purposes of a reserve,—
- (a) the land does not cease to be RFR land; and
  - (b) the Auckland Council becomes—
    - (i) the RFR landowner of the land; and
    - (ii) subject to the obligations of an RFR landowner under this subpart.

**123 Disposal under certain legislation**

An RFR landowner may dispose of RFR land in accordance with—

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 34, 43, or 44 of the Marine and Coastal Area (Takutai Moana) Act 2011; or
- (c) section 355(3) of the Resource Management Act 1991; or
- (d) an Act that—
  - (i) excludes the land from a national park within the meaning of the National Parks Act 1980; and
  - (ii) authorises that land to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980, or the Reserves Act 1977.

**124 Disposal of land held for public works**

(1) An RFR landowner may dispose of RFR land in accordance with—

- (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or
- (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
- (c) section 117(3)(a) of the Public Works Act 1981; or
- (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
- (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.

(2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

**125 Disposal for reserve or conservation purposes**

An RFR landowner may dispose of RFR land in accordance with—

- (a) section 15 of the Reserves Act 1977; or
- (b) section 16A or 24E of the Conservation Act 1987.

**126 Disposal for charitable purposes**

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

**127 Disposal to tenants**

The Crown may dispose of RFR land—

- (a) that was held on the RFR date for that land for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
  - (i) before the RFR date for that land; or
  - (ii) on or after the RFR date for that land under a right of renewal in a lease granted before the RFR date for that land; or
- (c) under section 93(4) of the Land Act 1948.

**128 Disposal by Housing New Zealand Corporation**

(1) The Crown, Housing New Zealand Corporation, or any of that corporation's subsidiaries may dispose of the Te Onekiritia Point land if—

- (a) that land is Crown-owned land held for State housing purposes; and
- (b) the disposal is for State housing purposes under the Housing Act 1955.

(2) It is sufficient proof, for the purposes of **subsection (1)**, that the disposal is for State housing purposes if the notice given under **section 131** in respect of the disposal—

- (a) is signed by—
  - (i) the chief executive of the department of State responsible for the administration of the Housing Act 1955; or
  - (ii) the chief executive of Housing New Zealand Corporation; and
- (b) states that the disposal is in accordance with this section.

*RFR landowner obligations*

**129 RFR landowner's obligations subject to other matters**

- (1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—
  - (a) any other enactment or rule of law except that, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
  - (b) any interest or legal or equitable obligation—
    - (i) that prevents or limits an RFR landowner's disposal of RFR land to a governance entity; and
    - (ii) that the RFR landowner cannot satisfy by taking reasonable steps; and
  - (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) **Reasonable steps**, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.

*Notices about RFR land*

**130 Notice to LINZ of RFR land with computer register after RFR date**

- (1) If a computer register is first created for RFR land after the RFR date for that land, the RFR landowner must give the chief executive of LINZ notice that the register has been created.
- (2) If land for which there is a computer register becomes RFR land after the RFR date for that land, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.
- (3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.
- (4) The notice must include the legal description of the land and the reference for the computer register.

**131 Notice to governance entities of disposal of RFR land to others**

- (1) An RFR landowner must give notice of the disposal of RFR land by the landowner,—

- (a) in the case of Auckland Prison, to the trustees and the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust, if the disposal is to a person other than either of those trustees or their nominee; and
  - (b) in the case of exclusive RFR land, to the trustees, if the disposal is to a person other than the trustees or their nominee; and
  - (c) in the case of non-exclusive RFR land, to the trustees, the Marutūāhu Iwi governance entity, and the Ngāti Whātua governance entity, if the disposal is to a person other than the trustees or the governance entities or their nominee.
- (2) The notice must be given on or before the date that is 20 working days before the day of the disposal.
- (3) The notice must include—
- (a) the legal description of the land, including any interests affecting it; and
  - (b) the reference for any computer register for the land; and
  - (c) the street address for the land (if applicable); and
  - (d) the name of the person to whom the land is being disposed of; and
  - (e) an explanation of how the disposal complies with **section 112**; and
  - (f) if the disposal is to be made under **section 112(3)**, a copy of any written contract for the disposal.
- (4) The requirements under **subsection (1)(c)** to notify the Marutūāhu Iwi governance entity and the Ngāti Whātua governance entity apply only if, before the date of the notice, as the case may require, respective relevant approving legislation has been enacted.

**132 Notice to LINZ of land ceasing to be RFR land**

- (1) This section applies if land contained in a computer register is to cease being RFR land because—
- (a) the fee simple estate in the land is to transfer from the RFR landowner to—
    - (i) a governance entity or its nominee (for example, under a contract formed under **section 117**); or





- (ii) any other person (including the Crown or a Crown body) under **section 112(3)**; or
- (b) the fee simple estate in the land is to transfer or vest from the RFR landowner in accordance with a waiver or variation given under **section 139**; or
- (c) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body—
  - (i) under any of **sections 121 to 128**; or
  - (ii) under any matter referred to in **section 129(1)**.
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must include—
  - (a) the legal description of the land; and
  - (b) the reference for the computer register for the land; and
  - (c) the details of the transfer or vesting of the land.
- (4) **Subsections (5) and (6)** apply if land contained in a computer register ceases to be RFR land because a notice has been given under **section 110** in relation to the land.
- (5) The RFR landowner must, as soon as practicable after receiving the notice under **section 110**, give the chief executive of LINZ notice that the land has ceased to be RFR land.
- (6) The notice must include—
  - (a) the legal description of the land; and
  - (b) the reference for the computer register for the land; and
  - (c) a copy of the notice given under **section 110**.

**133 Notice to governance entities if disposal of certain RFR land being considered**

- (1) This section applies if an RFR landowner is considering whether to dispose, in a way that may require an offer under this subpart, of—
  - (a) Auckland Prison;
  - (b) non-exclusive RFR land.
- (2) In respect of any RFR land of which the RFR landowner is the Ministry of Education, this section does not apply until after a

notice has been published for that land under section 70A of the Education Act 1989.

- (3) The RFR landowner must give notice to any governance entity to which the offer would be made under this subpart if the land were to be disposed of.
- (4) The notice must—
  - (a) specify the legal description of the land; and
  - (b) identify any computer register that contains the land; and
  - (c) specify the street address for the land or, if it does not have a street address, include a description or a diagram with enough information to enable a person not familiar with the land to locate it.
- (5) To avoid doubt, a notice given under this section does not, of itself, mean that an obligation has arisen under—
  - (a) section 207(4) of the Education Act 1989 (concerning the application of sections 40 to 42 of the Public Works Act 1981 to transfers of land under the Education Act 1989); or
  - (b) sections 23(1) and 24(4) of the New Zealand Railways Corporation Restructuring Act 1990 (concerning the disposal of land of the Corporation); or
  - (c) section 40 of the Public Works Act 1981 (concerning the requirement to offer back surplus land to a previous owner), or that section as applied by another enactment.

#### 134 Notice requirements

**Schedule 4** applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) a governance entity.

*Right of first refusal recorded on computer registers*

**135 Right of first refusal to be recorded on computer registers for RFR land**

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers for,—
- (a) the RFR land for which there is a computer register on the RFR date relating to that land; and
  - (b) the RFR land for which a computer register is first created after the RFR date relating to that land; and
  - (c) land for which there is a computer register that becomes RFR land after the settlement date.
- (2) The chief executive must issue a certificate as soon as is reasonably practicable—
- (a) after the RFR date relating to the land, for RFR land for which there is a computer register on that date; or
  - (b) after receiving a notice under **section 130** that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.
- (3) Each certificate must state that it is issued under this section.
- (4) The chief executive must provide a copy of each certificate, as soon as is reasonably practicable after issuing the certificate, if the certificate—
- (a) is for Auckland Prison, to—
    - (i) the trustees; and
    - (ii) the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust;
  - (b) is for exclusive RFR land, to the trustees;
  - (c) is for non-exclusive RFR land,—
    - (i) to the trustees; and
    - (ii) if approving Marutūāhu Iwi collective legislation has been enacted, to the Marutūāhu governance entity; and
    - (iii) if approving Ngāti Whātua settlement legislation has been enacted, to the Ngāti Whātua governance entity.
- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section,

record on each computer register for the RFR land identified in the certificate that the land is—

- (a) RFR land, as defined in **section 108**; and
- (b) subject to this subpart (which restricts disposal, including leasing, of the land).

**136 Removal of notifications when land to be transferred or vested**

- (1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 132(2)**, issue to the Registrar-General a certificate that includes—
  - (a) the legal description of the land; and
  - (b) the reference for the computer register for the land; and
  - (c) the details of the transfer or vesting of the land; and
  - (d) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate as soon as is reasonably practicable after issuing the certificate, in accordance with the requirements of **section 135(4)**.
- (3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notification recorded under **section 135** for the land described in the certificate.

**137 Removal of notifications when notice given under section 110**

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after receiving a notice under **section 132(5)**, issue to the Registrar-General a certificate that includes—
  - (a) the legal description of the land; and
  - (b) the reference for the computer register for the land; and
  - (c) a copy of the notice given under **section 110**; and
  - (d) a statement that the certificate is issued under this section.
- (2) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, re-

move from the computer register identified in the certificate any notification recorded under **section 135** for the land described in the certificate.

**138 Removal of notifications when RFR period ends**

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes—
  - (a) the reference for each computer register for that RFR land that still has a notification recorded under **section 135**; and
  - (b) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate as soon as is reasonably practicable after issuing the certificate, in accordance with the requirements of **section 135(4)**.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove any notification recorded under **section 135** from any computer register identified in the certificate.

*General provisions applying to right of first refusal*

**139 Waiver and variation**

- (1) A governance entity may, by notice to an RFR landowner, waive any or all of the rights the governance entity has in relation to the landowner under this subpart.
- (2) A governance entity and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.
- (3) The following entities may agree in writing that one of them may exercise any right provided for by this subpart that may be exercised by both of them or by the other:
  - (a) the trustees and the Marutūāhu Iwi governance entity;
  - (b) the trustees and the Ngāti Whātua governance entity.
- (4) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

*A*  
*JSP* 413 *TH*

**140 Disposal of Crown bodies not affected**

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

**141 Assignment of rights and obligations under this subpart**

- (1) **Subsection (3)** applies if the RFR holder—
- (a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional document; and
  - (b) has given the notices required by **subsection (2)**.
- (2) The RFR holder must give a notice to each RFR landowner—
- (a) stating that the RFR holder's rights and obligations under this subpart are being assigned under this section; and
  - (b) specifying the date of the assignment; and
  - (c) specifying the names of the assignees and, if they are the trustees of a trust, the name of the trust; and
  - (d) specifying the street address, postal address, and fax number or electronic address for notices to the assignees.
- (3) This subpart and **Schedule 4** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, with any necessary modifications.
- (4) In this section,—
- constitutional document** means the trust deed or other instrument adopted for the governance of the RFR holder
- RFR holder** means the 1 or more persons who have the rights and obligations of the trustees under this subpart, either because—
- (a) they are the trustees; or
  - (b) they have previously been assigned those rights and obligations under this section.

**Schedule 1**  
**Statutory areas**

ss 26, 35

Part 1

Areas subject only to statutory  
acknowledgement

Statutory area	Location
Taumaihi (being part of Te Henga Recreation Reserve)	As shown on OTS-106-04
Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve	As shown on OTS-106-10
Swanson Conservation Area	As shown on OTS-106-08
Henderson Valley Scenic Reserve	As shown on OTS-106-09
Coastal statutory acknowledgement	As shown on OTS-106-14
Waitakere River and tributaries	As shown on OTS-106-13
Kumeu River and tributaries	As shown on OTS-106-11
Rangitopuni Stream and tributaries	As shown on OTS-106-12
Te Wai-o-Pareira / Henderson Creek and tributaries	As shown on OTS-106-18
Motutara Domain (part Muriwai Beach Domain Recreation Reserve)	As shown on OTS-106-20
Whatipu Scientific Reserve	As shown on OTS-106-21

Part 2

Area also subject to deed of recognition

Statutory area	Location
Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve	As shown on OTS-106-10

## Schedule 2

s 41

## Whenua rāhui area

Overlay area	Location	Description
Taumaihi (being part of Te Henga Recreation Reserve)	As shown on OTS-106-04	North Auckland Land District—Auckland Council 75.84 hectares, approximately, being Lot 1 DP 116242 and Part Lot 1 DP 103778. Subject to survey.



## Schedule 3

ss 59, 66, 80

## Cultural redress properties

## Properties vested in fee simple

Name of property	Description	Interests
Te Henga site A	<i>North Auckland Land District—Auckland Council</i> 1.0 hectare, approximately, being Part Lot 1 DP 103778. Part computer freehold register NA57A/1128. Subject to survey. As shown on OTS-106-03.	
Wai Whauwhaupaku	<i>North Auckland Land District—Auckland Council</i> 1.0 hectare, approximately, being Part Allotment 169 Parish of Wai-pareira. Part computer freehold register 48133. Subject to survey. As shown on OTS-106-07.	Subject to a pipeline easement created by grant of easement B369908.1. Subject to a gas pipeline easement in gross in favour of The Natural Gas Corporation of New Zealand Limited (now Vector Gas Limited) created by grant of easement B369908.1.

Property vested in fee simple to be held as  
Māori reservation

Name of property	Description	Interests
Te Onekiritea Point property	<i>North Auckland Land District—Auckland Council</i> 0.28 hectares, approximately, being Part Lot 98 DP 459994. Part computer freehold register 604164. Subject to survey. As shown marked A on OTS-106-16.	Subject to being a Māori reservation, as referred to in <b>section 62(2)</b> .

## Properties vested in fee simple to be administered as reserves

Name of property	Description	Interests
Parihoa site B	<i>North Auckland Land District—Auckland Council</i> 0.5 hectares, approximately, being Crown land. Subject to survey. As shown marked B on plan OTS-106-05.	Subject to being a historic reserve, as referred to in <b>section 63(3)</b> .
Te Henga site B	<i>North Auckland Land District—Auckland Council</i> 7.0 hectares, approximately, being Part Lot 1 DP 103778. Part computer freehold register NA57A/1128. Subject to survey. As shown on OTS-106-02.	Subject to being a historic reserve, as referred to in <b>section 64(3)</b> . Subject to the right of way easement in gross referred to in <b>section 64(5)</b> .
Te Kawerau Pā	<i>North Auckland Land District—Auckland Council</i> 1.5 hectares, approximately, being Part Section 6 Block III Tiritiri Survey District. Part <i>Gazette</i> 1980, p 2343. Subject to survey. As shown on OTS-106-17.	Subject to being a scientific reserve, as referred to in <b>section 65(4)</b> . Subject to an unregistered guiding permit with concession number AK-25495-GUI to the Supporters of Tiritiri Matangi Incorporated.

## Properties vested in fee simple subject to conservation covenant

Name of property	Description	Interests
Muriwai	<i>North Auckland Land District—Auckland Council</i> 1.0 hectare, approximately, being Part Section 24S Motutara Settlement. Part <i>Gazette</i> 1941, p 747. Subject to survey. As shown on OTS-106-01.	Subject to the conservation covenant referred to in <b>section 67(3)</b> .

Name of property	Description	Interests
Opareira	<i>North Auckland Land District—Auckland Council</i> 1.0 hectare, approximately, being Part Allotment 196 Parish of Wai-pareira. Part <i>Gazette</i> notice 587951.1. Subject to survey. As shown on OTS-106-06.	Subject to the conservation covenant referred to in <b>section 68(3)</b> .
Parihoa site A	<i>North Auckland Land District—Auckland Council</i> 2.0 hectares, approximately, being Crown land. Subject to survey. As shown marked A on OTS-106-05.	Subject to the conservation covenant referred to in <b>section 69(3)(a)</b> . Subject to the right of way easement in gross referred to in <b>section 69(3)(b)</b> .

## Kopironui property vested in fee simple

Name of property	Description	Interests
Kopironui property	<i>North Auckland Land District—Auckland Council</i> 39.7 hectares, approximately, being Parts Lot 1 DP 138527. Part <i>Gazette</i> notice 15421. Subject to survey. As shown on OTS-106-15.	Subject to a Crown forestry licence issued in replacement for the Crown forestry licence created by C509747.1 and held in computer interest register NA100/7 and subject to a sub-licence held in computer interest register 365586. Subject to protective covenants created by C509747.6.

## Schedule 4

ss 107, 134, 141(3)

## Notices in relation to RFR land

## 1 Requirements for giving notice

A notice by or to an RFR landowner or a governance entity under **subpart 4 of Part 3** must be—

- (a) in writing and signed by—
  - (i) the person giving it; or
  - (ii) at least 2 of the trustees, for a notice given by the trustees; or
  - (iii) in the case of the Marutūāhu Iwi governance entity, the persons specified in approving Marutūāhu Iwi collective legislation; or
  - (iv) in the case of the Ngāti Whātua governance entity, the persons specified in approving Ngāti Whātua settlement legislation; and
- (b) addressed to the recipient at the street address, postal address, and fax number or electronic address,—
  - (i) for a notice to a governance entity, specified for the governance entity in accordance with the relevant deed of settlement, or in a later notice given by the governance to the RFR landowner, or identified by the RFR landowner as the current address and fax number or electronic address of the governance entity; or
  - (ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 113**, or in a later notice given to a governance entity, or identified by the governance entity as the current address and fax number or electronic address of the RFR landowner; and
- (c) for a notice given under **section 130 or 132**, sent to the chief executive of LINZ at the Wellington office of LINZ; and
- (d) given by—
  - (i) delivering it by hand to the recipient's street address; or
  - (ii) posting it to the recipient's postal address; or
  - (iii) faxing it to the recipient's fax number; or
  - (iv) sending it by electronic means such as email.



**2 Use of electronic transmission**

Despite **clause 1**, a notice that must be given in writing and signed, as required by **clause 1(a)**, may be given by electronic means provided the notice is given with an electronic signature that satisfies section 22(1)(a) and (b) of the Electronic Transactions Act 2002.

**3 Time when notice received**

- (1) A notice is to be treated as having been received—
- (a) at the time of delivery, if delivered by hand; or
  - (b) on the second day after posting, if posted; or
  - (c) at the time of transmission, if faxed or sent by other electronic means.
- (2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received—
- (a) after 5 pm on a working day; or
  - (b) on a day that is not a working day.

Civix Limited  
Level 1, 87 Albert St  
Auckland Central, Auckland, 1010

21 August 2020

Nathan Treloar  
NFK & Co

## 460-478 West Coast Road, Glen Eden Government Fast Track Application – Civil Engineering

Dear Nathan,

This letter has been written to provide comment on Civil Engineering matters relevant to the Fast Track Application for 460-478 West Coast Rd (bar 466 West Coast Road). Discussed in this letter are Earthworks, Flooding and 3 Waters Servicing for this proposed development.

We are currently undertaking earthworks modelling for the site based on a 249 unit development proposal. Our initial assessment is that compliant road grades and cross-sections can be achieved within the site and that the development layout proposed can be achieved with reasonable earthworks and retaining.

The site currently has a large overland flow path flowing through the middle of the site. We have completed initial modelling for the flow path and can confirm the ability to convey the flows through the site whilst maintaining sufficient freeboard for the proposed dwellings.

Stormwater, Wastewater and Water Supply servicing for the site are available via the existing public networks adjacent to the site. We are currently working through capacity assessment for the surrounding networks. Our initial results indicate some local asset upgrades being required but no significant downstream network upgrades have been identified. In our opinion the site can be servicing without major network upgrades downstream.

Should you have any questions in relation to any of the above, please feel free to contact the undersigned on s 9(2)(a) or via email s 9(2)(a)

Kind Regards,

Written By:

Reviewed By:



Joshua Symons  
Civil Engineer

s 9(2)(a)

s 9(2)(a)



Sam Blackburn  
Senior Engineer (CPENG 1002456)

s 9(2)(a)

s 9(2)(a)

CIVIX LIMITED

PLANNING  
ENGINEERING  
SURVEYING

To: CPM 2019 Ltd

Date: 17 July 2020

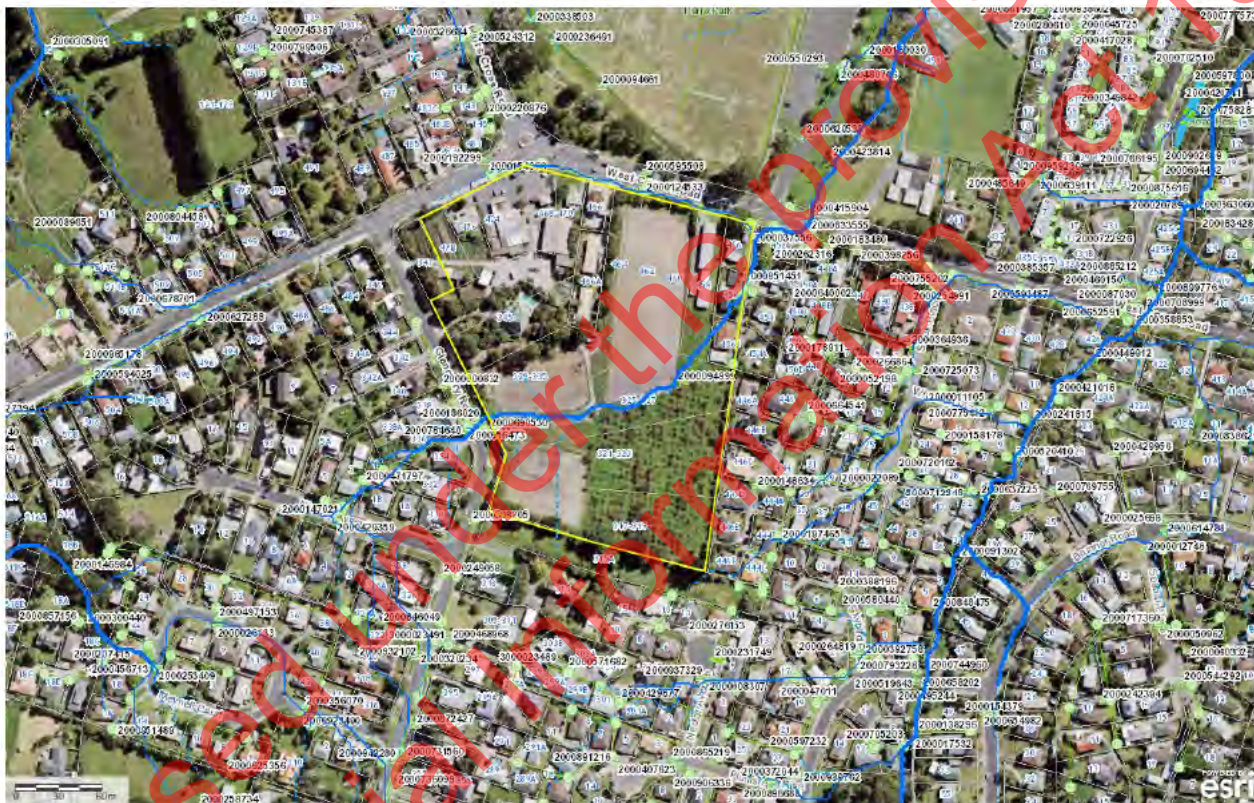
Attention: Nick Mattison, Civix

Ref: 63667

Subject: Watercourse Classification – NOLA estate, West Coast Rd, Glen Eden

**Background Information**

Bioresearches was engaged by CPM 2019 Ltd, to undertake a watercourse classification at 460-478 West Coast Road and 317-345 Glengarry Road in Glen Eden, Auckland. One main overland flow path was indicated to run through the site, with multiple ephemeral tributaries.



**Figure 1.** A map of the site on West Coast Road and Glengarry Road (yellow polygon) showing predicted overland flow paths from Auckland Council’s GIS viewer (dark blue lines) and stormwater services (green features).

Prior to the field survey, a map of the site was created from the Auckland Council GeoMaps GIS viewer, which defined the predicted overland flow paths, stormwater services, ecological overlays and contours of the properties (Figure 1). A site assessment was undertaken on 15<sup>th</sup> July 2020, by a qualified ecologist. During the site assessment, the presence and extent of stream features within the properties were noted and the quality of any instream habitat was assessed.

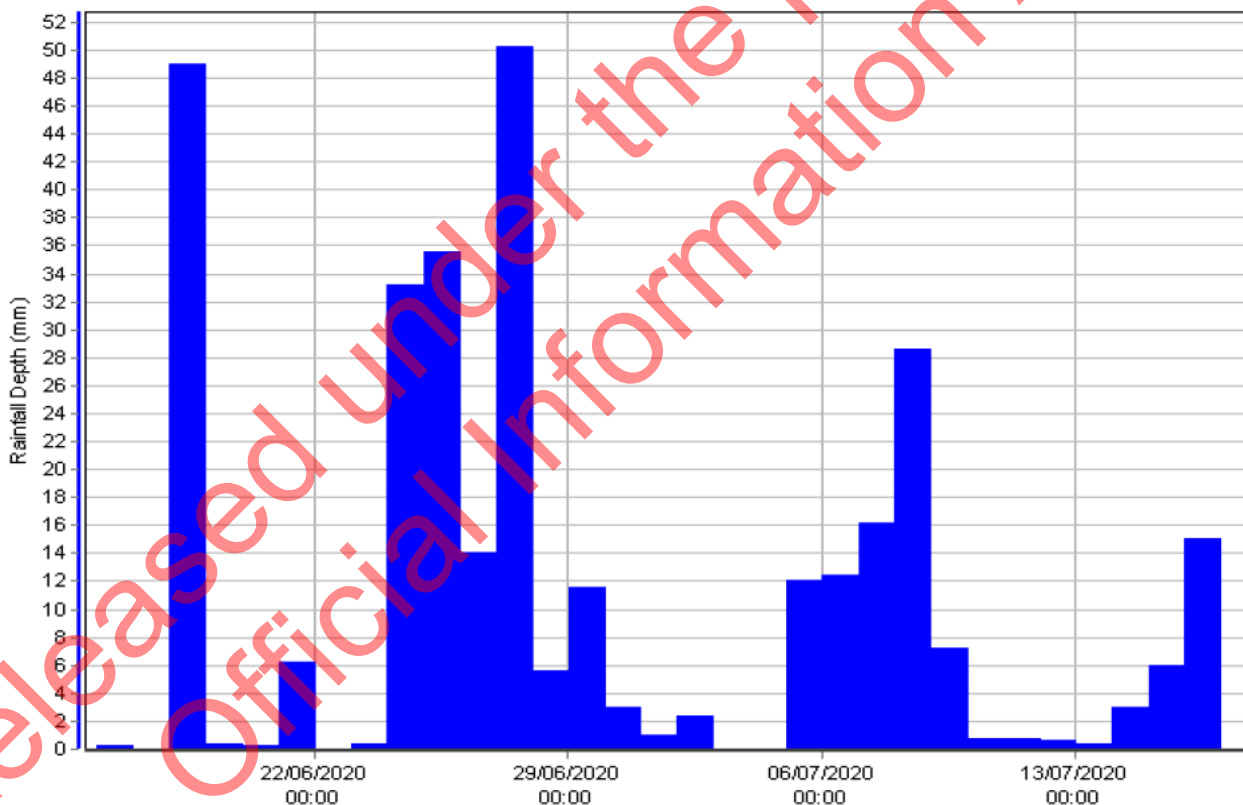
Overland flow paths were ground-truthed and classified under the definitions within the Auckland Unitary Plan – Operative in Part (AUP OP) as to their permanent, intermittent or ephemeral status. The presence and extent of any water was noted and the quality of freshwater habitats was assessed. Taking note of riparian vegetation and aquatic habitat features.

Under the AUP OP, an intermittent stream is defined as:

*'Stream reaches that cease to flow for periods of the year because the bed is periodically above the water table. This category is defined by those stream reaches that do not meet the definition of permanent river or stream and meet at least three of the following criteria:*

- a) *it has natural pools;*
- b) *it has a well-defined channel, such that the bed and banks can be distinguished;*
- c) *it contains surface water more than 48 hours after a rain event which results in stream flow;*
- d) *rooted terrestrial vegetation is not established across the entire cross-sectional width of the channel;*
- e) *organic debris resulting from flood can be seen on the floodplain;* or
- f) *there is evidence of substrate sorting process, including scour and deposition.'*

The GIS viewer indicated one overland flow path flowing through the centre of the site, with multiple headwater tributaries. Stormwater pipes inlets are also indicated within the site. Water is shown to flow through a series of stormwater pipes and open channels before joining the Waikumete Stream, which joins the Oratia Stream and flows into the marine environment approximately 4.5km downstream of the site.



**Figure 2.** Totalled daily rainfall in the month preceding site assessment (15/06/2020 – 15/07/2020) from Auckland Council’s environmental monitoring site at Oratia Cemetery Oratia.

Five significant rainfall events (>25mm) occurred within the month prior to assessment. Rainfall in the week immediately preceding the site assessment was at sustained low to high levels (0.4mm – 28.6mm), with rain recorded every day, indicating that the catchment was saturated. Approximately 3mm of rainfall occurred within 48 hours prior to the site assessment (Auckland Council Environmental Monitoring Site: Oratia Cemetery Oratia) (Figure 2), which, in conjunction with the rainfall from the previous week, is expected to result in stream flow.



### Watercourse Classification

A walkover of the length of the main predicted flow path and the surrounding area was undertaken whilst on site. No channels or surface water was observed within the main predicted flow path area (labelled 'A', Figure 3) and terrestrial pasture grasses were rooted throughout the entire area (Photos 1-6). No other stream characteristics were observed and no stormwater assets such as pipe inlets or outlets, culverts or drainage channels were present on the site. Due to the complete lack of stream characteristics, and highly modified nature of the site and surrounding environment, it was considered highly likely that the predicted stream 'A' has been piped (Figure 3).

Near the western site boundary, there was a defined channel where an ephemeral flow path was indicated to be (labelled 'B', Figure 3). There was no surface water within the channel and terrestrial vegetation was rooted across the channel base (Photos 7 and 8). No scour or sediment deposition or flood debris was observed. As such, this channel was classified as an ephemeral flow path. No other channels or stream characteristics were present within the remainder of the site (Figure 3).

Table 1. The intermittent stream criteria met by flow paths within the site. E = ephemeral flow path, D = does not currently exist.

Criteria	A	B	Other
It has natural pools			
It has a well-defined channel, such that the bed and banks can be distinguished		✓	
It contains surface water more than 48 hours after a rain event that results in stream flow*			
Rooted terrestrial vegetation is not established across the entire cross-sectional width of the channel			
Organic debris resulting from flood flow can be seen on the floodplain			
There is evidence of substrate sorting including scour and deposition			
<b>Classification</b>	<b>D</b>	<b>E</b>	<b>D/E</b>

\*could not be directly assessed due to rain in the 48 hours prior to assessment. Likelihood of containing surface water over the next 48 hours was estimated based on depth of water at the time of assessment.

### Ecological Constraints

The following rules in the AUP-OP apply to potential activities within the site:

- E3.4.1(A53) – Any activity that is undertaken in, on, over or within the bed of an ephemeral river and streams complying with the standards in E3.6.1.1 is a permitted activity.

Regards,



Nicky Kerr MSc.

Freshwater Ecologist | Bioresearches

s 9(2)(a)



Photo 1. Eastern area of 'A' – no channel or water



Photo 2. Rooted vegetation throughout



Photo 3. 'A' – no channel or water



Photo 4. 'A' – no channel or water



Photo 5. The ground where flow path 'A' was predicted to be



Photo 6. No pipe inlets or overland flow over the site



Photo 7. Flow path 'B' channel, obscured by grass



Photo 8. Flow path 'B' vegetation rooted through channel base



Figure 3. Ground-truthed and classified watercourses on the site (yellow polygon). The red line shows the likely piped watercourse 'A' and the orange line shows the ephemeral channel 'B'.



Released under the provision of  
the Official Information Act 1982

# ENGEO

— Expect Excellence —

## Remedial Action Plan

460-478 West Coast Road and 317-345 Glengarry Road

Glen Eden

Auckland

Submitted to:

CPM 2019 Limited

105 Waimumu Road

Massey

Auckland 0614

**ENGEO Limited**  
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## Contents

1	Introduction.....	4
2	Relevance and Objectives of the RAP .....	4
3	Site Information and History.....	5
4	Previous Investigation.....	6
4.1	Potential HAIL Activities .....	6
4.2	Soil Sampling .....	7
4.3	PSI / DSI Findings.....	8
5	Additional Soil Investigation Works.....	9
5.1	Residential Dwellings .....	9
5.2	474 West Coast Road.....	9
5.3	317 – 329 Glengarry Road.....	9
5.4	Reporting.....	9
6	Consent Requirements .....	10
7	Remedial Strategy.....	11
8	Remedial Criteria .....	12
9	Assessment of Environmental Effects .....	13
10	Plan Management and Control.....	14
11	Site Management Practices.....	15
12	Asbestos Controls.....	19
13	Contingency Measures .....	21
14	Unanticipated Conditions .....	21
15	Completion Reporting .....	23
16	References .....	24
17	Limitations .....	25

## Tables

Table 1:	Site Information
Table 2:	Site Setting
Table 3:	Potential Contaminants of Concern
Table 4:	Remedial Volume Estimation
Table 5:	Remedial Criteria
Table 6:	Assigned Responsibilities for Site Work
Table 7:	General Site Protocols
Table 8:	Examples of Contamination

## Figures

Figure 1:	Site Location Plan
Figure 2:	Remedial Areas Plan
Figure 3:	Proposed Sample Location Plan
Figure 4:	Anticipated Asbestos Airborne Concentrations

## Appendices

Appendix 1:	Redevelopment Plan
Appendix 2:	PSI / DSI results Table
Appendix 3:	BRANZ Control Tables
Appendix 4:	Agreement / Acknowledgement Sheet

**ENGEO Document Control:**

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## 1 Introduction

ENGEO Ltd was requested by CPM 2019 Limited to prepare a Remedial Action Plan of the property at 460-478 West Coast Road and 317-345 Glengarry Road, Glen Eden, Auckland (herein referred to as 'the site'; Figure 1). This RAP has been prepared in accordance with our proposal dated 23 July 2020 (reference number: P2020.001.106\_03).

We understand that it is proposed to redevelop the site with 144 three-bedroom units, 105 two-bedroom units and one commercial building (refer to Phillips Associates draft architectural plan included as Appendix 1). The site has been historically used for a mixture of commercial, residential and horticultural purposes. A preliminary and detailed site investigation undertaken by ENGEO in 2020 (ref 17569.000.000\_03) identified concentrations of contaminants in soil that exceed the relevant criteria for protection of human health and the environment.

This Remedial Action Plan has been prepared to support the resource consent application. Based on the PSI / DSI results and our understanding of the proposed redevelopment, the proposed soil disturbance, soil disposal, change of land use and subdivision will require a Restricted Discretionary Activity Consent under the requirements of the Resource Management (National Environmental Standards for Assessing and Managing Contaminants in Soils to Protect Human Health) Regulations 2011 (the NES).

The proposed earthworks will also require a short term Controlled Activity Consent under Standard E30.6.2.1 of the Auckland Unitary Plan, Operative in Part, 16 November 2016 (the AUP).

## 2 Relevance and Objectives of the RAP

This RAP presents management procedures to assist in (1) achieving a safe working environment for all relevant personnel and (2) protecting the environment from contaminants in site discharges during the redevelopment works.

In summary, this document contains:

- A summary of the key findings from the PSI / DSI (ENGEO 2020).
- Description of receiving environment.
- Assessment of Effects on the Environment (AEE) from the redevelopment works (as they relate to contaminated land concerns).
- The approach used to ensure no unacceptable risk to human health or the environment, which includes:
  - additional soil sampling in areas of site that were previously unable to be sampled;
  - remedial goals for the site, and the proposed remedial strategies;
  - soil validation testing and reporting;
  - controls to be implemented during redevelopment works to protect site workers and the surrounding environment; and



- o guidance relating to the discovery of unexpected contamination, such as buried waste or material emitting chemical odours.

This document has been prepared in general accordance with the Ministry for the Environment's (MfE's) *Contaminated Land Management Guidelines No.1 – Reporting on Contaminated Sites in New Zealand* (MfE, 2011a).

The information and recommendations provided herein are to augment the processes on-site and are not intended to relieve any contractor or the controller of the place of work of their responsibility for the health and safety of their workers and contractors. Nor is it intended to relieve contractors undertaking work on the site of their responsibilities under the Health and Safety at Work Act 2015 (MoBIE, 2015) and subsequent amendments, or the Health and Safety at Work (Asbestos) Regulations 2016.

The provisions of the RAP are mandatory for all persons entering the site and all contractor and sub-contractor employees who will be involved in implementing the procedures identified in this document.

It is required that the contractor develop a site-specific health and safety plan to complement this RAP and to address other health and safety requirements that may be applicable to their site works.

### 3 Site Information and History

Site information is presented within the PSI / DSI. Table 1 below presents a summary of this information.

**Table 1: Site Information**

Item	Description
Legal Description	LOT 22 - 40 DP 19309, and Lot 2 DP 155993
Current Land Use	Combination of agricultural / horticultural land and residential land use.
Proposed Land Use	Predominantly high-density residential land use, with some commercial land use at about 468 West Coast Road.
Approximate Site Area	Approximately 4.2336 ha
Territorial Authority	Auckland Council

The site setting is described in detail within the PSI / DSI and summarised in Table 2 below.

Table 2: Site Setting

Item	Description
Topography	Gently sloping land; a natural valley near the centre of the site runs southwest to northeast.
Local Setting	The wider area is dominated by residential land use.
Nearest Surface Water & Use	A tributary of the Waikumete stream is approximately 140 m northeast of the site.
Geology	Puketoka Formation alluvial soils were encountered within all hand auger boreholes underlying the topsoil and fill, where present. Isolated areas were identified on site as containing fill to depths ranging from 0.6 to 1.4 m below ground level (m bgl).
Hydrogeology	Shallow groundwater has been measured at between 1.0 – 3.2m bgl, and is inferred to flow in an east to north-east direction.

## 4 Previous Investigation

### 4.1 Potential HAIL Activities

The PSI / DSI completed by ENGEO identified the potential Hazardous Activities and Industries List (HAIL; MfE 2011c) land uses and associated contaminants of concern presented in Table 3.

**Table 3: Potential Contaminants of Concern**

Potential source of contamination	Primary Contaminants of concern	Possible extent of contamination	HAIL activity as defined by the NES (Soil)
Historical application of agrichemicals	Heavy metals, organochlorine pesticides (OCPs)	Shallow soil in horticultural areas and storage areas on site	Category A1
Historical application of persistent pesticides	Heavy metals, OCPs		Category A17
Building materials containing asbestos in a deteriorated condition	Asbestos fines and fibrous asbestos	Shallow soil adjacent to historical sheds / implement storage areas	Category E1
Lead-based paint or weathered asbestos building materials on historical buildings	Lead, asbestos	Shallow soil around existing and former dwellings	Category I
Storage of agrichemical products and machinery	Polyaromatic hydrocarbons (PAHs), total petroleum hydrocarbons (TPHs), agricultural chemicals	Shallow soil around agricultural implement areas	Category I
Undocumented fill material in former gully	PAHs, TPHs, and asbestos	Undocumented fill material	Category I

#### 4.2 Soil Sampling

ENGEO completed the environmental sampling performed as part of the PSI / DSI on 3 August 2020. Samples were analysed for the following potential contaminants of concern: heavy metals / metalloids, OCPs and asbestos. The locations of all samples collected are presented on Figure 2.

The investigation extent was constrained due to site access issues, the presence of concrete slabs and buildings, areas containing debris, and in some areas practical refusal on a layer of compacted hardfill.

Appendix 2 compares soil contaminant concentrations in the samples tested with the adopted investigation criteria. Full analytical laboratory reports are included in the PSI / DSI. A summary of the results is provided below:

- No OCPs were detected above the laboratory limit of reporting.
- Heavy metal concentrations exceeded the published background concentrations in the majority of samples.
- PAHs were detected above published background concentrations, but below human health and the AUP environmental discharge criteria.
- The concentration of arsenic in soil samples from within the yard area of the site exceeds the adopted human health criterion. Heavy metal concentrations (arsenic, copper and zinc) exceeded the AUP environmental discharge criteria at these same locations. The area of soil anticipated to contain concentrations above the AUP criterion is indicated in Figure 2.
- One building material fragment (SS14 PACM) collected from the fill material near the former gully was confirmed to contain asbestos. The area where fill material is anticipated to be present in the gully is shown on Figure 2. Geotechnical hand augers in the area suggested fill within the gully area is up to 1.5 m bgl.
- One of the five soil samples analysed for asbestos (SS10) reported an asbestos concentration below the adopted human health criterion. Asbestos was not present in the remaining four soil samples analysed.

#### 4.3 PSI / DSI Findings

Shallow soils around the yard areas on the central and northern areas of the site contain contaminants that exceed the relevant criteria for protection of human health and the environment. The results of the PSI / DSI investigation indicated that soils in these areas require remediation for the site to be suitable for the proposed redevelopment. The anticipated extent of the remedial area is presented on Figure 2.

The presence of heavy metals, PAHs and asbestos above regional background levels in a number of samples indicates the majority of surface soils cannot be considered “cleanfill” for disposal purposes or reused at another earthworks site (AUP, 2016). The anticipated extent of these areas is presented on Figure 2. It is likely that deeper soils will meet the criteria for cleanfill, however further soil quality testing is required to demonstrate this.

A number of areas were unable to be accessed for sampling purposes; these are summarised below and presented on Figure 2:

- Horticultural areas in the southwest of the site.
- Soils immediately surrounding and underneath the residential dwellings in the north and west portion of the site.
- Soils beneath the hardstand areas near the north of the site.

Based on results from other areas of site with similar historical land use, soils from these areas are considered unlikely to contain concentrations of contaminants that present an unacceptable risk to human health or the environment for the proposed redevelopment, however additional testing is recommended as part of earthworks to verify this. This testing will also confirm how this material should be managed during redevelopment works and how the material should be classified if required to be disposed of off-site for cut / fill purposes.

## 5 Additional Soil Investigation Works

Because access was limited during the DSI, and to further assess the extent of contamination identified during the DSI, additional soil sampling works will be undertaken prior to the start of earthworks. The proposed additional sample locations are presented on Figure 3 and summarised below.

### 5.1 Residential Dwellings

Following removal of the dwellings at 466 West Coast Road, 476 West Coast Road, and 337 Glengarry Road, surface soils surrounding and within the building footprints will be analysed for lead and semi-quantitative analysis of asbestos. Soil samples will be collected by a suitably qualified and experienced practitioner (SQEP) in accordance with the MfE Contaminated Land Management Guidelines No 5, Site Investigation and Analysis of Soils (MfE, 2011).

### 5.2 474 West Coast Road

This area contained a concrete slab associated with the former retail building, and an asphalt carpark. Prior to this the area contained a dwelling that was constructed prior to 1940, and small ancillary sheds that were constructed prior to 1955. The dwelling and ancillary sheds were removed prior to 1968. There is potential for lead and asbestos in historical building materials to have contaminated shallow soil. Although the majority of this material was likely removed from site when the retail building was constructed, there is some potential for contamination to remain on-site. As such, following removal of the slab, samples of the site surface will be analysed for heavy metals / metalloids (As, Cd, Cr, Cu, Pb, Hg, Ni, Zn) and semi-quantitative analysis of asbestos. Soil samples will be collected by a SQEP in accordance with the MfE Guidelines No 5 (MfE, 2011).

### 5.3 317 – 329 Glengarry Road

Prior to 2001, the land in this part of site (excluding the former drainage gully) has had a land use (fruit trees or similar) that is consistent with the horticultural land on the eastern areas of the site. The eastern area was able to be sampled during the PSI / DSI; contaminant concentrations in these samples were below the adopted human health and environmental discharge criteria. In recent years, strawberry cropping has been undertaken on the 317- 329 Glengarry Road site, and so eight samples of the surface soils from these locations will be collected from a grid pattern and analysed for heavy metals and organochlorine pesticides.

As previously mentioned, one building material sample collected from fill material in the gully tested positive for asbestos. The remaining two samples of gully fill material did not contain contaminants above human health or environmental discharge criteria. However, to further assess the quality of gully fill material, four additional samples will be collected and analysed for heavy metals / metalloids, asbestos and polycyclic aromatic hydrocarbons.

### 5.4 Reporting

The results of the additional soil sampling works will be assessed against the remedial criteria (Section 8). Any criteria exceedances and associated remedial measures will be communicated to Auckland Council in advance of undertaking earthworks in that area.

If the additional sampling works result in a significant change to the remedial strategy, an updated Remedial Action Plan will be submitted to Auckland Council for review and approval prior to undertaking earthworks on-site.

If revision to the Remedial Action Plan is not required, the additional soil sampling works will be discussed in detail in the Soil Validation Report prepared at the completion of earthworks (Section 15).

## 6 Consent Requirements

In Auckland, soil disturbance on sites with potentially contaminated soils are covered by the two contaminated land regulations discussed below.

[Auckland Unitary Plan \(AUP\) Operative in part - 15 November 2016 \(AC, 2016\)](#)

The investigation results identified contaminant concentrations in the soils above the AUP environmental discharge criteria (i.e. permitted activity criteria). Based on the likely extent of the impacted soils exceeding 200 m<sup>3</sup>, the redevelopment works require consent under Controlled Activity Standard E30.6.2.1 of the AUP.

The requirements of this standard include the need for:

- A Detailed Site Investigation (as provided in ENGEO 2020);
- A Site Management Plan (this document); and
- A Remedial Action Plan (this document).

This Remedial Action Plan documents the process to ensure that during earthworks, discharges from the land are highly unlikely to cause significant adverse effects on the environment, and if contaminants that exceed the Permitted Activity Standards listed in E30.6.1.4. of the AUP are to remain on site following earthworks, then a long term discharge consent will need to be obtained under E30.6.2.1.

[Resource Management \(National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health\) Regulations 2011 \(NES, 2011\)](#)

The ENGEO PSI / DSI has identified that the concentration of arsenic in the surficial soils near the yard exceed the soil contaminant standard for the proposed high-density residential land use, as well as the commercial / industrial land use criterion. The redevelopment therefore requires a Restricted Discretionary consent under Regulation 10 of the NES. Under this regulation, Council has discretion over the following items:

- The adequacy of the detailed site investigation.
- The suitability of the piece of land for the proposed activity, given the amount and kind of contamination.
- The approach to the remediation or ongoing management of the piece of land.
- The adequacy of the site management plan or the site validation report (which will be required as part of this document).
- The transport, disposal and tracking of soil and other materials taken away in the course of the activity.

This RAP presents the intended processes to be implemented so that the risks to human health and environmental receptors are appropriately managed during the redevelopment works.

## 7 Remedial Strategy

Because impacts are associated with topsoils that are geotechnically unsuitable to remain on-site beneath future buildings or hardstand areas, the remedial methodology will primarily comprise excavation and off-site disposal of soils.

Where soils that require remediation are considered geotechnically suitable to remain on-site, remediation may include on-site encapsulation, provided the following conditions are met.

For contaminants that present a risk to human health, soils requiring remediation must be buried beneath a visual barrier such as geotextile or similar and at least one of the following:

- A minimum of 0.5 m soft landscaping or an impermeable surface such as concrete / asphalt; and
- A long term monitoring and management plan must be submitted to Auckland Council for approval at the completion of works.

For contaminants that may present a risk to environmental receptors such as heavy metals, metalloids or pesticides / hydrocarbons that may leach into groundwater, soils must be:

- Contained above the highest seasonal groundwater elevation;
- Beneath an impermeable surface such as concrete/asphalt; and
- A Resource Consent application for long term discharge consent under Controlled Activity Standard E30.6.2.1 of the AUP must be submitted at the completion of works.

The quantity and type of the contaminated soils that are to be encapsulated on-site must be notified to Auckland Council for approval prior to encapsulation. The location of these soils must be recorded and submitted to Auckland Council at the completion of earthworks in the Soil Validation Report (refer to Section 15).

An estimate of the area requiring remediation based on the existing contaminant distribution data and conceptual site model is provided in Table 4. These volumes have the potential to increase or decrease, depending on the results of the additional investigation works described in Section 5).

Table 4: Remedial Volume Estimation

Site Area	Sample Reference	Contaminants	Estimated Area of Impact (m <sup>2</sup> )	Estimated Depth (m bgl)	Estimated Soil Volume Exceeding Remedial Goal to be Removed (m <sup>3</sup> )
Hardstand yard area near agricultural implement area	SS6, SS9	Arsenic, copper and zinc	Up to 1500 m <sup>2</sup> (however likely less than this figure)	0.2	Up to 300 m <sup>3</sup> (the actual volume of soils which exceed the criterion is likely to be less than this figure)
Former drainage gully – potential ACM fill	SS14, SS20	ACM	Up to 2,000 m <sup>2</sup> (however likely less than this figure)	1	Up to 2,000 m <sup>3</sup> (the actual volume of soils which exceed the criterion is likely to be less than this figure)

Soils that do not exceed the remedial criteria will be retained on site where possible. If these soils are to be removed from site, testing in advance must be undertaken by a SQEP to determine appropriate soil disposal locations.

## 8 Remedial Criteria

The remedial criteria for the site were selected in accordance with the NES and the AUP:

### Human Health Criteria

The Soil Contaminant Standard (SCS) for high-density residential and commercial / industrial land use were adopted as remedial criteria from the NES. For contaminants where human health criteria are not available in the NES, criteria were sourced in accordance with the MfE's Contaminated Land Management Guidelines No.2 – Hierarchy and Application in New Zealand of Environmental Guideline Values (MfE, 2011b).

Human health criteria for asbestos in soil were sourced from the BRANZ guidelines (BRANZ, 2017). The BRANZ guidelines have been developed based on the Western Australian Department of Health Guidelines but in the context of the New Zealand regulatory environment. The high-density residential and commercial / industrial land use criterion were used for ACM and the "all site uses" criterion was used for fibrous asbestos / asbestos fines (FA / AF).

### Environmental Discharge Criteria

Auckland Council permitted activity criteria (i.e. environmental discharge criteria) were adopted as remedial criteria from the AUP.

These human health and environmental discharge criteria are presented in the table below; the lower of the two sources of criteria are shown in **bold** font.



Table 5: Remedial Criteria

Contaminant	Human Health Criteria	Environmental Discharge Criteria
Arsenic	45 mg/kg	100 mg/kg
Cadmium	230 mg/kg	7.5 mg/kg
Chromium	1,500 mg/kg	400 mg/kg
Copper	> 10,000 mg/kg	325 mg/kg
Lead	500 mg/kg	250 mg/kg
Nickel	1,200 mg/kg	105 mg/kg
Mercury	1,000 mg/kg	0.75 mg/kg
Zinc	60,000 mg/kg	400 mg/kg
Sum of DDT	240 mg/kg	12 mg/kg
BaP Equivalent	24 mg/kg	20 mg/kg
Asbestos as ACM	0.04 % w/w	NA
Asbestos fines (AF+FA)	0.001% w/w	NA

If additional unexpected contamination is encountered during the works, remedial criteria should be referenced from the AUP (AC, 2016), NES (NES, 2011) and following the MfE Contaminated Land Management Guidelines No. 2 (MfE, 2011b).

## 9 Assessment of Environmental Effects

Asbestos is considered primarily a human health contaminant. The potential adverse effects of asbestos on environmental receptors is not currently understood due to the lack of available research data; as such, environmental receptors are not addressed in this risk assessment.

Based on the requirements of Section 88 of the Resource Management Act 2013 (RMA, 2013) and the framework set out in the Fourth Schedule of the RMA, the actual and potential environmental effects related to on-site contamination that may arise during site redevelopment activities include:

- Groundwater, stormwater, and sediment discharges – Groundwater encountered during intrusive works or rainwater falling on the site prior to capping with hardstand have the potential to come into contact with heavy metals / metalloid contaminated material and become contaminated.
- Dust - Dust generated during trenching, drilling and fill placement activities has the potential to contain heavy metals / metalloids, and other identified contaminants.

- Tracking of contaminated soil off-site.
- Odours and vapours - Volatile chemical contamination is not anticipated to be of concern at the site; however, this RAP includes procedures to be implemented if odorous soil is encountered.

The measures that will be implemented to avoid, remedy or mitigate the identified adverse effects are summarised in Section 10. Through implementation of these measures, it is concluded that the potential environmental effects associated with the proposed programme of remedial works will be minor.

## 10 Plan Management and Control

The recommendations for remediation, health and safety procedures and protection of the environment in Section 11 are relevant to soil disturbance works in areas of the site where soils have been detected above the published background ranges (Figure 2).

If, following remedial works and topsoil stripping, additional testing confirms that material remaining on-site meets cleanfill criteria, site earthwork controls can be reduced to those appropriate for similar earthworks activities on an uncontaminated site.

Additional controls specific to asbestos are presented in Section 12. The controls listed in Section 12 only apply to those areas of site where asbestos impacted soils have been identified (Figure 2).

Intrusive works, soil handling and soil disturbance activities at the site shall be controlled in accordance with the guidance provided in this RAP. These activities include, but are not limited to:

- Bulk earthworks, including cutting, filling and compacting;
- Temporary stockpiling of material;
- Loading and transport of material around the site; and
- Equipment decontamination.

If contamination is found that varies significantly from what has been assumed in preparing this RAP, the RAP will be updated to account for the changed site understanding. If a revised RAP is prepared, it will be redistributed to Council and the project team (Table 6) prior to earthworks commencing.

The provisions of the RAP should be communicated and understood by all site workers involved in the disturbance of contaminated soil. An example Agreement and Acknowledgement Sheet is included as Appendix 4 of this RAP.

**Table 6: Assigned Responsibilities for Site Work**

<b>Role</b>	<b>Responsibility</b>
<b>Site Owner –</b> (TBC)	To distribute this RAP and be responsible for ensuring that the site works are undertaken in accordance with this document and any revisions to this document.
<b>Site Contractor –</b> (TBC)	<p>To distribute the RAP to employees and subcontractors, including updated versions, and to ensure that the correct copy of the RAP is on-site at all times.</p> <p>To provide control and validation of the redevelopment works. It is recommended that a designated, suitably trained Site Supervisor is present to oversee the works. The Site Supervisor would address changes to site procedures, as necessary, should unanticipated conditions arise. This also includes ensuring that all site staff and subcontractors are aware of and comply with the procedures and health and safety requirements contained within this document. It is anticipated that this Site Supervisor would represent the main site contractor.</p> <p>Should an incident occur on-site which may result in discharges, the supervisor will take control of the situation and coordinate the efforts of all on-site to minimise the impact. Health and Safety concerns will take precedence over environmental discharges and should it be unsafe to employ controls or emergency measures immediately, worker and public health and safety take priority.</p>
<b>Contaminated Land Specialist (SQEP) –</b> (TBC)	A SQEP, as defined in the NES, should be appointed to liaise with the contractor during the course of the works, and to ensure works are conducted in accordance with the RAP, provide environmental support (if required) and report on the earthworks.
<b>Class B removal contractor–</b> (TBC – if required)	Responsible to ensure that the asbestos works are undertaken in accordance with this RAP and all applicable asbestos regulations and guidance. This also includes ensuring all site staff and subcontractors are aware of and comply with the procedures and health and safety requirements contained within this document and relevant asbestos regulations / guidance.
<b>Licensed Asbestos Assessor</b> (TBC – if required)	The Asbestos Assessor will also be responsible for conducting air monitoring for friable and non-friable asbestos during the project, and will be responsible for undertaking validation that the equipment and vehicles have been decontaminated.

## 11 Site Management Practices

This section presents general protocols for earthwork activities at the site. Many of the proposed control measures are standard construction site procedures; however, the relevance and effectiveness of these protocols shall be reviewed by the Site Supervisor (refer to Table 7) during the development of the site on a daily basis.

Soil excavated where asbestos fibres were detected, albeit below human health, would be considered unlicensed asbestos works in accordance with the BRANZ guideline (BRANZ, 2017). It is considered that the controls contained within this section are suitable for works undertaken in this area.

Table 7: General Site Protocols

<b>HEALTH AND SAFETY</b>	
<b>Inductions</b>	<p>Contractor staff, subcontractors and visitors shall be required to undergo a site safety induction before entering and / or commencing work. The purpose of the induction is to ensure that staff, subcontractors and visitors are aware of the potential hazards relating to potentially contaminated soil relevant at the site.</p> <p>The following general safety procedures shall be followed by all staff entering and / or working in the immediate area of the earthworks:</p> <ul style="list-style-type: none"> <li>• Workers shall be made aware of potential hazards and any new hazards that arise on-site.</li> <li>• Site workers shall avoid unnecessary contact with site soils, and shall be instructed to wash their hands following completion of works on site, or prior to eating / smoking</li> <li>• Site workers shall wear personal protective clothing to minimise contact with soils and equipment that has been in contact with soils.</li> <li>• All incidents shall be reported to the appointed contractor's health and safety advisor, or equivalent responsible person on-site.</li> <li>• Site workers undertaking unlicensed asbestos works must be provided asbestos awareness training. A copy of the training shall be retained on file.</li> </ul>
<b>Emergency Procedures</b>	<p>Appropriate emergency procedures shall be established by the appointed contractor, before the commencement of earthworks on-site, including the location of first aid kits, emergency telephones and medical emergency numbers.</p>
<b>Personal Protective Equipment (PPE)</b>	<p>Workers coming into contact with the soil may be exposed to contaminants via the incidental ingestion of soil, skin contact with contaminated soil or inhalation of dust. Use of PPE and behavioural practices presented below will minimise the effects of potential contamination exposures:</p> <ul style="list-style-type: none"> <li>• If visible dust is present, disposable P2 masks and safety glasses shall be worn.</li> <li>• Hands are to be washed in a dedicated area prior to eating, drinking or smoking.</li> </ul>
<b>SITE SET-UP</b>	
<b>Boundary Controls</b>	<p>The areas of the site where earthworks are being undertaken will be fenced to restrict entry to authorised workers and prevent access by the general public – appropriate warning signs (e.g. "Restricted entry", "Danger open excavations") shall be erected.</p> <p>Soils in areas of unlicensed asbestos works must be enclosed with barriers or fencing that prevents unauthorised access, and appropriate signage shall be installed that identifies that asbestos contaminated soils are present within the works areas.</p> <p>Pre-site work discussions shall be held to determine the setting up of clean and dirty areas.</p>

<b>SITE SET-UP (continued)</b>	
<b>Boundary Controls</b>	During earthworks, the contractor shall be responsible for constructing and maintaining the silt fence, stabilised entrance and vehicle cleaning facilities. The contractor shall undertake inspections of stormwater control measures on a daily basis and after significant rainfall events.
<b>Sediment Controls</b>	<p>Appropriate sediment control measures shall be implemented to minimise sediment runoff from the site. Minimum controls shall include:</p> <ul style="list-style-type: none"> <li>• Stabilised site entrance – shall be established by the contractor to minimise the movement of soil off-site.</li> <li>• Suitable sediment controls (e.g. silt fencing) shall be placed around the perimeter of the works area by the contractor where there is a potential for runoff.</li> </ul>
<b>SITE MANAGEMENT</b>	
<b>Machinery</b>	<p>It is important not to track potentially impacted soils around the site and off-site. Any machinery used on-site shall be cleaned of loose soil prior to leaving site.</p> <p>Cleaning of machinery used during the remedial works shall be conducted in a dedicated 'wash down' area adjacent to a designated 'clean area' (e.g. paved area or area of imported rock / soil) so once loose soil has been removed, the cleaned item can be moved to the clean area. Any wastewater generated should not be discharged off-site and should be allowed to drain back into the site.</p>
<b>Dust</b>	<p>In addition to the standard dust control practices implemented by the contractor to conform to relevant regulations, the contractor shall:</p> <ul style="list-style-type: none"> <li>• Limit vehicle access onto the excavated areas.</li> <li>• Use a water truck or portable water sprays to dampen surface soil.</li> <li>• If dust migration from remedial area stockpiles cannot be controlled through wetting during the work day (e.g. during times of high wind), the stockpiles shall be covered (e.g. with plastic).</li> <li>• Use wind screens or avoid work during windy conditions.</li> <li>• Ensure the application of water does not induce soil erosion.</li> </ul> <p>When utilising water to control dust, the appointed contractor shall ensure that the volume of water used for dust suppression does not cause surface ponding or runoff, that could discharge into natural water bodies or stormwater drains.</p>
<b>Odour</b>	In the unlikely event that the excavated material is odorous, odour control measures shall be put in place. This would include covering the material with cleanfill, a polythene cover or instituting a deodoriser system.

<b>SITE MANAGEMENT (continued)</b>	
<b>Groundwater and Stormwater</b>	<p>If encountered, groundwater shall be managed in the same manner as stormwater. Minimum controls shall include:</p> <ul style="list-style-type: none"> <li>• Sediment controls shall be placed in or around stormwater drains receiving runoff on / near the site.</li> <li>• Disposal via ground soakage during the works.</li> </ul> <p>Any perched groundwater, or surface water encountered within the excavation area <u>requiring removal</u> shall be considered potentially contaminated, and shall either:</p> <ul style="list-style-type: none"> <li>• Be disposed of by a licensed liquid waste contractor; or</li> <li>• Be disposed of into local utilities (e.g. the stormwater or wastewater system), providing the relevant permits are obtained. Auckland Council (for stormwater) or Watercare (for wastewater) shall be contacted for approval prior to discharging site water from the site to local utilities.</li> </ul> <p>Discharges to the stormwater system or surface waters providing testing demonstrates compliance with the Australian and New Zealand Environment Conservation Council (ANZECC) Guidelines for Fresh and marine Water Quality (2000) for the protection of 80 percent of species, except for benzene where 95 percent of species shall apply.</p> <p>Truck wash water shall be managed in the same manner as stormwater.</p>
<b>MATERIALS MANAGEMENT</b>	
<b>Stockpiling</b>	<p>If temporary stockpiling of material is necessary, the material shall be banded if left overnight.</p>
<b>Off-site Disposal</b>	<p>Any excess soil and fill material from the site, as well as used disposable PPE, shall be transported to an appropriate disposal site. Results of the soil testing shall be provided to the chosen facility to confirm acceptance. Truck lining / soil wrapping should be confirmed with the receiving landfill.</p> <p>Landfill weighbridge receipts shall be obtained as evidence of disposal.</p> <p>The following general procedures shall be followed when transporting material off-site:</p> <ul style="list-style-type: none"> <li>• Trucks shall be loaded within the site where runoff and possible spills during loading will be controlled and contained.</li> <li>• Loads must be securely covered during off-site transport of material.</li> </ul>

<b>MATERIALS MANAGEMENT (continued)</b>	
<b>Importation of Material</b>	<p>Any fill imported to the site shall meet the AUP definition of cleanfill which states (AUP, 2016):</p> <p>Natural material such as clay, gravel, sand, soil and rock which has been excavated or quarried from areas that are not contaminated with manufactured chemicals or chemical residues as a result of industrial, commercial, mining or agricultural activities.</p> <p>Excludes:</p> <ul style="list-style-type: none"> <li>• Hazardous substances and material (such as municipal solid waste) likely to create leachate by means of biological breakdown.</li> <li>• Product and materials derived from hazardous waste treatment, stabilisation and disposal practices.</li> <li>• Materials such as medical and veterinary waste, asbestos, and radioactive substances.</li> <li>• Soil and fill material which contain any trace element specified in Table E30.6.1.4.2 at a concentration greater than the background concentration in Auckland soils specified or any detection of non-naturally occurring contaminants.</li> <li>• Sulphidic ores and soils.</li> <li>• Combustible components.</li> <li>• More than 5% by volume of inert manufactured materials (e.g. concrete, brick, tiles).</li> <li>• More than 2% by volume of attached biodegradable material (e.g. vegetation).</li> </ul> <p>Evidence of the type and quantity of imported fill should be recorded.</p>

## 12 Asbestos Controls

As discussed above, to date the asbestos detected in site soil is less than the “all land use” human health criterion (i.e. <0.001 % w/w). Disturbance of soil with <0.001 % w/w asbestos can be performed under the controls in Section 11. The additional asbestos controls discussed herein have been included in the event that higher concentrations of asbestos are detected during the additional site investigation works that will be performed ahead of commencing site earthworks (Section 5).

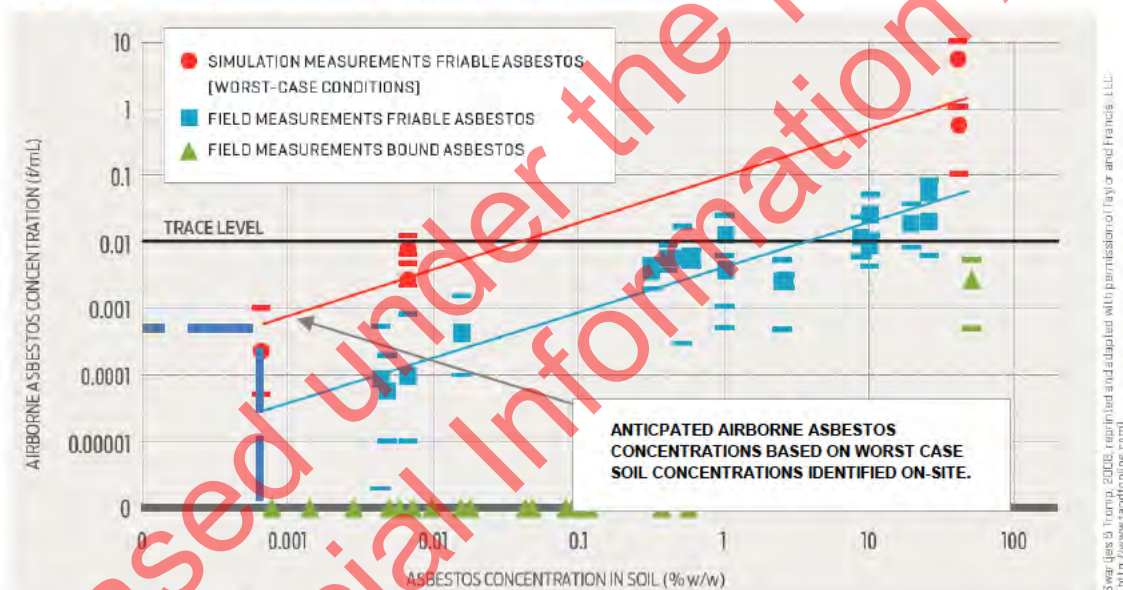
If concentrations of asbestos in soil are detected that are likely to lead to an exceedance of the trace level, then the works in that area will be undertaken by a licensed Class B or Class A contractor as required. In this situation, notification will be provided to Auckland Council upon discovery of the contamination, and WorkSafe must be notified at least five days in advance of the earthworks.

The objective of asbestos controls is to eliminate personal exposure to airborne asbestos on and off-site, so far as reasonably practicable. In accordance with the WorkSafe Approved Code of Practise (herein referred to as 'the ACOP'; WorkSafe, 2016), if it is not reasonably practicable to eliminate personal exposure to airborne asbestos, exposure must be minimised, so far as is reasonably practicable through such controls as described in this section of the RAP.

The scope of works covered by this RAP includes the excavation, management and disposal OR encapsulation of soil impacted with asbestos and has been designed to meet the Safe Work Practices specified in the ACOP (WorkSafe, 2016), and the BRANZ guideline (BRANZ, 2017), and includes the requirements of an asbestos removal plan.

Given the low concentrations of ACM and asbestos fibres detected in the soil to date (i.e. below 0.001% w/w), and with suitable controls, we anticipate that fibre concentrations within air will not exceed trace levels (Figure 4). Trace level is defined in the ACOP as an average concentration over any eight-hour period of less than 0.01 asbestos fibres per millilitre of air (< 0.01 f/ml).

Figure 4: Anticipated Asbestos Airborne Concentrations



Source: Modified from BRANZ (2017).

Based on the concentrations of ACM and /or asbestos fibres detected, in accordance with the BRANZ guideline (BRANZ, 2017), remedial earthworks in asbestos-impacted areas are likely to be considered as 'unlicensed asbestos work', and can be performed under the controls in Section 11.



### 13 Contingency Measures

Should any unanticipated contaminated material be uncovered during the excavation, works shall stop in that area and a suitably qualified contaminated land specialist shall be called out to assess the potential risk and advise on what measures should be taken to manage the soils in that area.

In the unlikely event that unsatisfactory dust emissions emanate from the site on a sustained basis or complaints are received in relation to the works, mitigation of the adverse effects shall be applied in accordance with the hierarchy of control described in the Health and Safety at Work Act (MoBIE, 2015) - eliminate or minimise the hazard.

If the emission or discharges persist, professional advice shall be sought in order to define appropriate control measures. It is recommended that consultation with appropriate Council representatives also be undertaken prior to recommencing works.

As the discharge of stormwater from the site shall not be permitted, mitigation of any unexpected discharges will be required to be immediately implemented. Controls shall be put into place under the Stormwater and Sediment Plan to ensure stormwater is diverted to an appropriate location on-site, such as an excavated area. If these controls fail, a vacuum truck shall be called to site immediately so that the discharge of stormwater from site is eliminated.





### 14 Unanticipated Conditions

Based on the findings of previous investigations the key contaminants on-site are arsenic, copper, and zinc associated with the former implement storage areas of site. The presence of higher concentrations of contamination and / or other contaminants, albeit likely localised, cannot be excluded at this time. Typical indicators of contamination include but are not limited to:

- Buried waste (for example drums or tanks with unknown liquid);
- Odour (petroleum hydrocarbons, oil);
- Discoloured soil (black, purple, or green staining most common);
- Asbestos containing materials (ACM), as fragments are visible with the naked eye; and
- Uncontrolled fill material.

Examples of the typical indicators are shown below.

**Table 8: Examples of Contamination**

 <p><b>Buried Waste</b></p> <p>Look out for:</p> <ul style="list-style-type: none"> <li>• Visual indicators of waste</li> <li>• Staining of surrounding soils</li> <li>• May be mixed with imported gravels</li> </ul>	 <p><b>Uncontrolled Fill Material</b></p> <p>Look out for:</p> <ul style="list-style-type: none"> <li>• Visual indicators of fill material</li> <li>• Staining of surrounding soils</li> </ul>
 <p><b>Asbestos Containing Material</b></p> <p>Look out for:</p> <ul style="list-style-type: none"> <li>• Visual indicators of Asbestos Containing Material</li> <li>• May be mixed in with other waste and / or fill material</li> <li>• May be intact sheets or broken into smaller pieces</li> </ul>	 <p><b>Hydrocarbon Staining</b></p> <p>Look out for:</p> <ul style="list-style-type: none"> <li>• Visual indicators of contamination</li> <li>• Staining of surrounding soils</li> <li>• Hydrocarbon odour in soils and water</li> <li>• Visible hydrocarbon sheen on water</li> </ul>

## 15 Completion Reporting

Following earthwork activities, validation sampling of subsurface materials within the remediation areas (identified on Figure 2) will be required to confirm the concentration of contaminants in soil does not present an unacceptable risk to human health or the environment.

Validation samples shall be collected from the base and sidewalls of the remedial excavation areas. Where a building edge represents the sidewall of a remedial area, an additional base sample will be collected from the excavation perimeter. Samples will be analysed for potential contaminants of concern identified (arsenic, copper, zinc), or asbestos, subject to the area of site being remediated / validated.

If other contaminants are identified above the remedial criteria prior to or as part of the earthworks, then these contaminants will also be tested for in the validation sampling.

During the works, it is recommended that the SQEP visits the site regularly to observe site activities, and confirm that the works are being performed in accordance with this RAP.

A Site Validation Report shall be prepared following site development activities. This report shall include the following information:

- Summary of the additional soil quality testing in advance of works.
- Summary of remedial works undertaken.
- Information relating to environmental incidents or complaints (if any).
- Documentation relating to the disposal of contaminated soil / fill and used PPE.
- Documentation relating to the importation of cleanfill.
- Results of validation samples.

If the validation results show that further contamination is present at the site, additional remediation will be required.

## 16 References

AC, 2016. Auckland Council. (2016). the Auckland Unitary Plan Operative in part - 15 November 2016.

BRANZ, 2017. BRANZ Ltd. (2017). New Zealand Guidelines for Assessing and Managing Asbestos in Soil.

MfE, 2011a. Ministry for the Environment. (2011). Contaminated Land Management Guidelines No.1: Reporting on Contaminated Sites in New Zealand.

MfE, 2011b. Ministry for the Environment. (2011). Contaminated Land Management Guidelines No.2: Hierarchy and Application in New Zealand of environmental guideline values.

MfE, 2011c. Ministry for the Environment. (2011). Hazardous Activities and Industries List (HAIL).

MoBIE, 2015. Ministry of Business, Innovation & Employment. (2015). Health and Safety at Work Act.

NES, 2011. The Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations (2011).

WorkSafe, 2016. WorkSafe New Zealand. (2016). Approved Code of Practice for Management and removal of asbestos.

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## 17 Limitations

- i. We have prepared this report in accordance with the brief as provided. This report has been prepared for the use of our client, CPM 2019 Limited, their professional advisers and the relevant Territorial Authorities in relation to the specified project brief described in this report. No liability is accepted for the use of any part of the report for any other purpose or by any other person or entity.
- ii. The recommendations in this report are based on the ground conditions indicated from published sources, site assessments and subsurface investigations described in this report based on accepted normal methods of site investigations. Only a limited amount of information has been collected to meet the specific financial and technical requirements of the client's brief and this report does not purport to completely describe all the site characteristics and properties. The nature and continuity of the ground between test locations has been inferred using experience and judgement and it should be appreciated that actual conditions could vary from the assumed model.
- iii. Subsurface conditions relevant to construction works should be assessed by contractors who can make their own interpretation of the factual data provided. They should perform any additional tests as necessary for their own purposes.
- iv. This Limitation should be read in conjunction with the Engineers NZ/ACENZ Standard Terms of Engagement.
- v. This report is not to be reproduced either wholly or in part without our prior written permission.

We trust that this information meets your current requirements. Please do not hesitate to contact the undersigned on s 9(2)(a) if you require any further information.

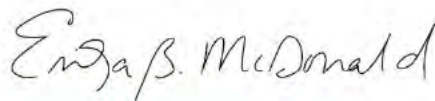
Report prepared by



**Jamie Rhodes**

Associate Environmental Engineer

Report reviewed by

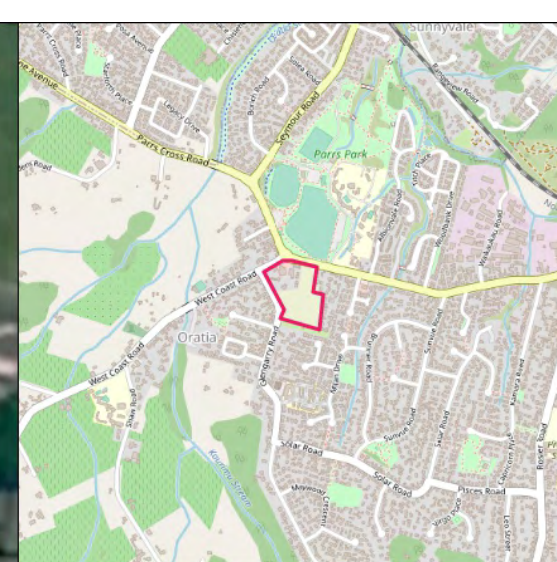


**Erika McDonald, CMEngNZ**

Principal Environmental Engineer

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**FIGURES**



**Legend**

Site boundary

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**ENGEO**

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**eVALU.**

Title:  
Site Location Plan

Client: CPM 2019 Limited		Figure No: <b>1</b>
Project: West Coast Road	Drawn: TP	Size: A3
Date: 22-09-2020	Checked: JR	Version: 1.0
Proj No: 17569	<b>455</b>	

10 m

Leaflet | © Mapbox © OpenStreetMap



- Legend**
- Sample Location
  - Sample Not Analysed
  - Site boundary
  - Soils exceeding cleanfill criteria
  - Area not investigated
  - Soils Exceeding Cleanfill Criteria (asbestos detected)
  - Soil Requiring Remediation

**ENGEO**

Generated by  
**eVALU.**

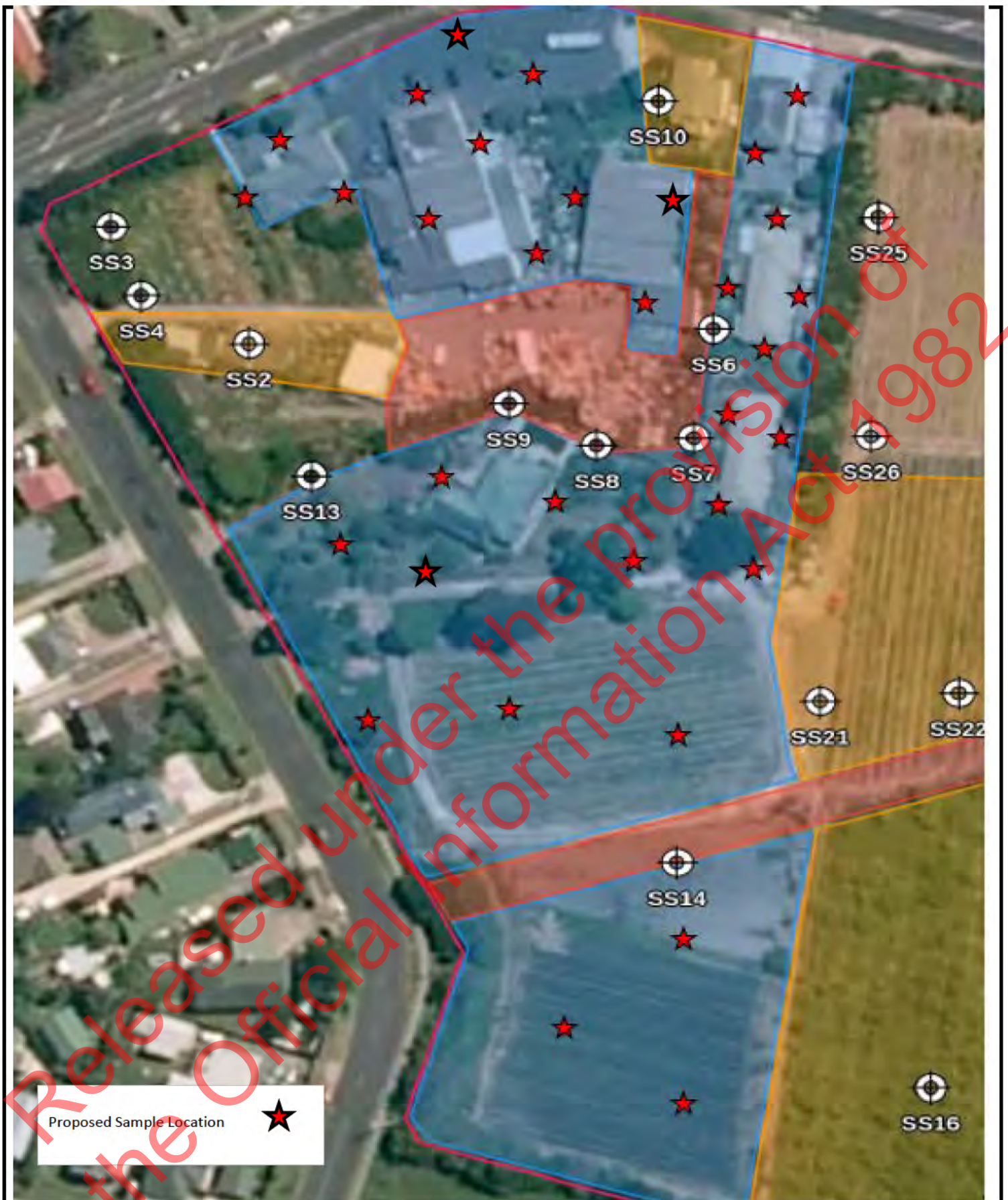
Title:  
Remedial Areas

Client: CPM 2019 Limited		Figure No: <b>2</b>
Project: West Coast Road	Drawn: TP	Size: A3
Date: 22-09-2020	Checked: JR	Version: 1.0
Proj No: 17569	<b>456</b>	

10 m

Leaflet | © Mapbox | © OpenStreetMap





Proposed Sample Location



Date	Sep 2020	Client	CPM 2019 Limited		
Drawn by	JR	Project	West Coast Road		
Approved by	EM	Description	Proposed Sample Location Plan		
Scale	NTS	Figure Number	3	Project Number	17569.000.000

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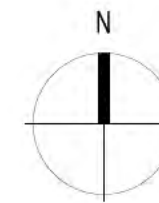
**APPENDIX 1:**  
Redevelopment Plan



- 3 Bedroom Units - 144  
(72 Kiwi Build, 72 Open Market)
- 2 Bedroom Units - 105  
(78 Kiwi Build, 27 Open Market)

Total: 249 Units  
 Approximately 260 Car Parks  
 (Excluding Public Road Parking)  
 (Excluding Commercial Block)

- 3 Storey Units
- 2 Storey Units



Precedent

DRAFT

REV 06  
 NOLA ESTATE - GLEN EDEN



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**APPENDIX 2:**  
PSI / DSI results Table

Sample ID No. of Subsamples	CS01 (SS16 - SS19)	CS02 (SS21 - SS23)	CS03 (SS24 - SS26)	CS04 (SS3 - SS4)	SS2	SS6	SS7	SS8	SS9	SS9 f (dupl rate)	SS10	SS10	SS13	SS14	SS14	SS14 PACM	SS20	PACM 1	Human Health Criteria for High-Density Residential Land Use <sup>4</sup>				Human Health Criteria for Commercial/Industrial Workers <sup>4</sup>				Permitted Activity Criteria <sup>5</sup>	Background Criteria (non-volatile) <sup>5</sup>						
																			Unadjusted		Adjusted <sup>11</sup>		Unadjusted		Adjusted <sup>11</sup>									
																			2 subsamples	3 subsamples	4 subsamples	2 subsamples	3 subsamples	4 subsamples										
Depth (m bgl)	0-0.1	0-0.15	0-0.1	0-0.15	0.0-0.1	0.0-0.05	0.0-0.1	0.0-0.05	0.0-0.1	0.0-0.1	0.0-0.1	0.1-0.15	0.0-0.2	0.1-0.2	0.35-0.4	0.35	0.3-0.35	0																
Soil Description	Topsoil	Topsoil	Topsoil	Topsoil	Topsoil	Topsoil	Topsoil	Topsoil	Topsoil	Topsoil	FILL Brown silt PACM dent Fed at 0.1-0.15 m bgl	Topsoil	FILL Brown clayey silt PACM dent Fed at 0.35 m bgl	-	-	FILL	-																	
<b>Metals</b>																																		
Arsenic	mg/kg	7.3	5.9	4	11	10	46	12	86	330	340	7.1	NT	7.2	9.1	NT	NT	NT	NT	NT	45	22.5	15.0	11.3	7.1	38	25.3	17.5	100	12				
Cadmium	mg/kg	0.5	0.4	0.4	0.4	0.4	0.9	0.4	0.4	1.1	1	0.4	0.4	0.4	0.4	NT	NT	NT	NT	NT	230	115.0	76.7	57.5	1,300	650	493.3	325	9.5	0.65				
Chromium <sup>3</sup>	mg/kg	19	13	9.2	14	17	54	47	49	180	190	14	NT	15	12	NT	NT	NT	NT	NT	1,500	750	500	375	6,300	3,150	2,100	1,575	400	55				
Copper	mg/kg	120	53	30	36	49	120	49	110	330	330	53	NT	38	48	NT	NT	NT	NT	NT	> 10,000	> 5,000	> 3,333	> 2,500	> 10,000	> 5,000	> 3,333	> 2,500	350	45				
Lead	mg/kg	9.8	15	8.3	32	21	97	18	27	180	180	28	NT	62	0	NT	NT	NT	NT	NT	500	250.0	166.7	125.0	1,300	1,650	1,100	825	150	65				
Mercury	mg/kg	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	NT	NT	NT	NT	NT	1,000	500.0	333.3	250.0	3,000	2,100	1,400	1,050	0.75	0.45				
Nickel	mg/kg	5	5	5	6.6	9.4	18	75	19	40	31	5	NT	9.1	5	NT	NT	NT	NT	NT	1,200 <sup>2</sup>	600 <sup>2</sup>	400 <sup>2</sup>	300 <sup>2</sup>	6,000 <sup>2</sup>	3,000 <sup>2</sup>	2,000 <sup>2</sup>	1,500 <sup>2</sup>	105	35				
Zinc	mg/kg	33	38	30	80	92	210	220	260	1400	1300	84	NT	180	67	NT	NT	NT	NT	NT	60,000 <sup>3</sup>	30,000 <sup>3</sup>	20,000 <sup>3</sup>	15,000 <sup>3</sup>	400,000 <sup>3</sup>	200,000 <sup>3</sup>	133,333 <sup>3</sup>	100,000 <sup>3</sup>	400	180				
<b>Polycyclic Aromatic Hydrocarbons</b>																																		
Acenaphthene	mg/kg	NT	NT	NT	NT	NT	NT	LOR	NT	NT	NT	NT	NT	NT	0.05	NT	NT	NT	NT	18,000 <sup>4</sup>	NA	NA	NA	230,000 <sup>4</sup>	NA	NA	NA	NGV	LOR					
Benzo[a]pyrene Eq <sup>3</sup>	mg/kg	NT	NT	NT	NT	NT	0.04	NT	NT	NT	NT	NT	NT	NT	0.18	NT	NT	NT	NT	NT	NGV	NA	NA	NA	25	NA	NA	NA	20	LOR				
Benzo[k]fluoranthene	mg/kg	NT	NT	NT	NT	NT	0.04	NT	NT	NT	NT	NT	NT	NT	0.05	NT	NT	NT	NT	NT	NGV	NA	NA	NA	NGV	NA	NA	NA	NGV	LOR				
Phenanthrene	mg/kg	NT	NT	NT	NT	NT	LOR	NT	NT	NT	NT	NT	NT	NT	0.15	NT	NT	NT	NT	NT	NGV	NA	NA	NA	NGV	NA	NA	NA	NGV	LOR				
Pyrene	mg/kg	NT	NT	NT	NT	NT	0.04	NT	NT	NT	NT	NT	NT	NT	0.39	NT	NT	NT	NT	NT	NA <sup>4</sup>	NA	NA	NA	1,000 <sup>4</sup>	NA	NA	NA	1.3 <sup>4</sup>	LOR				
<b>Asbestos</b>																																		
ACM	w/w %	NT	NT	NT	NT	NT	NT	ND	NT	NT	NT	ND	ND	NT	ND	Chrysotile and Crocidolite	ND	ND	ND	0.01 <sup>5</sup>	NA	NA	NA	10 <sup>5</sup>	NA	NA	NA	NGV	LOR					
FA & AF	w/w %	NT	NT	NT	NT	NT	ND	NT	NT	NT	NT	0.001 <sup>5</sup>	ND	NT	ND	NT	ND	NT	ND	NT	0.001 <sup>5</sup>	NA	NA	NA	0.001 <sup>5</sup>	NA	NA	NA	NGV	LOR				

NGV = No guideline value  
LOR = Limit Of Reporting  
ND = No detect on  
NA = Not applicable or not available  
NT = Not tested

1 Assumes soil pH of 5.  
2 Criteria for Chromium VI were conservatively selected.  
3 The benzo[a]pyrene equivalent (BaP EQ) is calculated using the methodology prescribed in the MIE Methodology or Deriving Standards for Contaminants in Soil to protect Human Health. Considered to be protective of environmental receptors.  
4 Human Health Criteria from the NES (NES, 2011). Exceedances are shaded blue.  
5 Environmental discharge criteria from the AUP (AC, 2016a). Exceedances underlined.

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**APPENDIX 3:**  
BRANZ Control Tables

Scenario (BRANZ 2017 definitions)	Control Measure Objectives	Unlicensed Asbestos Work	Asbestos-related Work	Class B: non-friable	Class A: friable	
FA/AF % w/w in soil		≤ 0.001	> 0.001	> 0.01	> 1	Source Guideline Reference
ACM % w/w		≤ 0.01%	> 0.01	> 1	-	
Scale, soil volume		≤ NES-CS	> NES-CS	-	-	
Asbestos in air		< 0.01 f/mL in air	< 0.01 f/mL in air	≥ 0.01 f/mL in air	≥ 0.01 f/mL in air	
<b>REMOVAL WORKS RESPONSIBILITIES</b>						
Remedial Works Supervision / Oversight		A Suitably Qualified and Experienced Practitioner (Contaminated Land – refer to NES Soil)		Class B Supervisor	Class A Supervisor	ACOP
WorkSafe Notification	OBJECTIVE:	Not required		Notification five days before earthworks are to be undertaken		ACOP
Contractor License Requirements	<i>Undertake work by persons who have adequate knowledge and experience to assess the risks and implement appropriate control measures</i>	Not required		Class B License	Class A License	ACOP
Training/Certification Requirements		Non-certified training in asbestos identification, safe handling and suitable controls. A copy of the training shall be kept on record.		Certified training for workers. Certified, competent supervisors.	Certified training for workers. Certified, competent supervisors. Certified safety management system.	Figure 17 ACOP
<b>SITE SET-UP</b>						
Boundary Controls	OBJECTIVE: <i>Prevent unauthorised access into works areas and accidental transport of contaminated soils on boots, clothing, equipment, skin, or in air/dust.</i>	Physical barriers must be in place to prevent unauthorised access.	Physical barriers must be in place to prevent unauthorised access. Warning signs must be present that clearly show that asbestos related works are underway.	Physical barriers must be in place to prevent unauthorised access. Polythene sheeting may be necessary to prevent spread of airborne fibres outside of works area. Warning signs must be present that clearly show that asbestos related works are underway.	Physical barriers must be in place to prevent unauthorised access. Consider use of solid hoarding placed at a suitable distance beyond the works area, or full enclosure. Warning signs must be present that clearly show that asbestos related works are underway.	ACOP
Personal Decontamination Facilities		Educate site workers to minimise contact with soil. Foot wash and used PPE collection area.	Basic disposable decontamination tent and foot wash.		Basic disposable wet decontamination tent or trailer.	BRANZ Table 6
Dust / Asbestos Fibre Suppression	OBJECTIVE: <i>Minimise the release of asbestos fibres from soils.</i>	Minimise the size of the earthworks areas and time exposed to the elements. Stabilise exposed earth surfaces as soon as possible following works. Water via localised points. Consider use of surfactants or polymers where a reliable source of water is not available. Consider implementing additional controls (as per Class B works) if sensitive receptors nearby (such as adjacent to busy centres, schools).		Water via localised points. Addition of surfactants and polymers where the location is sensitive (such as adjacent to busy centres, schools) or if a source of water is not readily available. Consider temporary cover of contaminated areas awaiting remediation.		BRANZ Table 6

OCCUPATIONAL HEALTH AND SAFETY						
Personal Protective Equipment & Respiratory Protective Equipment	OBJECTIVE: <i>Minimise workers exposure to asbestos fibres. Reduce accidental transport of asbestos contaminated soils off site on workers clothing, boots.</i>	Educate site workers to minimise contact with soil, clean equipment and undertake activities in a manner that reduces dust.	Disposable PPE required when contact with soil unavoidable.	Disposable coveralls rated type 5, category 3, nitrile gloves Steel toe capped gumboots are preferred as these can be readily washed down. Disposable overshoes can be used to prevent contamination of laces.	BRANZ Table 6	
			Disposable P2 dust mask recommended.	Half-face P3 respirator with particulate filter. Consider increasing to full-face if friable ACM present.	Full-face P3 respirator with particulate filter. Consider increasing to power-assisted if required.	BRANZ Table 6 <i>Refer to Part C section 14 of the ACOP and AS/NZS 1715:2009 for more information</i>
Contractor Health Monitoring	OBJECTIVE: <i>Mitigate risks to workers from the potentially harmful effects of asbestos through the workplace.</i>	There is no specific requirement for worker health monitoring under the Asbestos Regulations for Unlicensed Asbestos Works or Asbestos-Related Works (as defined in the BRANZ guidelines).		In accordance with the Asbestos Regulations Clause 15 and 16, a PCBU must ensure that health monitoring is provided to workers involved in more than four weeks of Class B work in any twelve-month period. Refer ACOP Section 16	In accordance with the Asbestos Regulations Clause 15 and 16, a PCBU must ensure that health monitoring is provided to workers involved in Class A work. Refer ACOP Section 16	ACOP Section 16
MONITORING PROCEDURES						
Air Monitoring	Responsibility	OBJECTIVE: <i>Provide a clear expectation of who is responsible for undertaking monitoring, and that the person has the appropriate skills and knowledge to do so.</i>	SQEP / Competent Person	Independent Licensed Asbestos Assessor OR Independent Competent Person as defined within Section 30.4 of the ACOP	Independent Licensed Asbestos Assessor	Section 30.4 of the ACOP
	Requirement	<i>To provide verification that works have been safely undertaken. To provide early warning of potentially harmful levels of exposure.</i>	Air monitoring is not required for Unlicensed Asbestos works, or Asbestos Related works (as defined under BRANZ) however it is recommended where possible to provide assurances regarding cross contamination and protection of workers.	If the SQEP or competent person considers that the trace level of 0.01 f/ml may be exceeded, then air monitoring must be undertaken.	Air monitoring must be conducted before and during Class A asbestos removal work.	BRANZ Section 5.5
	Compliance	<i>To identify when asbestos is present in air at a concentration that presents an unacceptable risk to site workers and surrounding receptors. Undertake works by persons who have been trained to manage the risks associated with asbestos. Implement additional control measures when necessary.</i>	If the concentration exceeds 0.01 f/ml then works are Class B or Class A works under the BRANZ definition.	All results shall be below 0.01 fibres / ml. < 0.01 f/ml – continue with works > 0.01 f/ml – investigate the cause and implement additional controls > 0.02 f/ml – stop works and investigate, notify worksafe >0.1 f/ml – Remedial works required. PCBUs with management or control of workplace are to ensure that exposure of a person at the workplace to airborne asbestos is eliminated so far as is reasonably practicable.		Section 30 of the ACOP



SITE CONTROLS						
Vehicle Decontamination	Vehicle assessment before demobilisation from site	OBJECTIVE: <i>Minimise the potential for accidental transport of contaminated soils or asbestos fibres out of the works areas on, or in vehicles.</i>	Minimise vehicle transport onto site areas containing asbestos soils, or in locations where asbestos fibres may be present in air.	Visual (plus swab samples if friable ACM is elsewhere on site – lagging, insulation, etc).	Visual plus swab samples, air sampling should be undertaken inside the cab.	BRANZ Table 7
	Vehicle assessment completed by		Competent person or SQEP.	Independent licensed assessor or independent competent person (meeting the requirements of regulation 41(3) under the Asbestos Regulations).	Independent licensed assessor.	BRANZ Table 7
	Truck/excavator air conditioning	OBJECTIVE: <i>To prevent the contamination of internal spaces of equipment where people work.</i> <i>To avoid worker exposure to asbestos fibres.</i>	Minimise the use of air conditioning if possible. Consider the use of HEPA filters for equipment that is on site for extended periods of time.	HEPA filter system fitted for all vehicles where friable ACM on site.	HEPA filter system fitted for all occupied vehicles, filter replaced or clean down with HEPA vacuum cleaner post work.	BRANZ Table 7
MANAGEMENT OF CONTAMINATED MATERIAL						
Stockpiles of impacted soils	OBJECTIVE: <i>To minimise the release of asbestos fibres into air.</i>	Stockpiles should be avoided where possible to ensure that exposed areas of soil are minimised. Consider covering stockpiles with polythene.	The storage of asbestos is not a permitted activity by the Asbestos Regulations and therefore the temporary stockpiling of asbestos containing soil will be avoided. All temporary stockpiled asbestos contaminated material which is created and not proposed to be immediately moved should be covered. Stockpiles shall be located on an impermeable surface within an area protected by erosion and sediment controls.			BRANZ Section 6.6
Used PPE	<i>Asbestos contaminated material is to be appropriately transported and disposed in a location where the material presents no unacceptable human health risk.</i>	All disposable PPE used during remediation of asbestos impacted soil should be placed in a 200 micron HDPE plastic bag within the decontamination area. The bag should be taped closed (in a goose neck fashion) after each item is added and kept damp via the addition of water. Once full, the bag should be added to a second HDPE bag labelled "Asbestos hazard – wear respirator and protective clothing while handling contents".				BRANZ Section 6.6
Contaminated Soil	<i>To track the movement of contaminated materials.</i>	The location of any soils retained on site shall be recorded on as built drawings. The receiving facility should be contacted in advance of the soil disposal to verify the requirements for receiving the wastes. Trucks shall have their loads securely covered during off-site transport of material. Waste manifests should be completed and retained for all off-site disposal of soils. Site records shall be cross checked against receipts of soil disposal from the receiving facility. The bins shall be loaded within the site where runoff and possible spills during loading will be controlled and contained.	Special waste bins / skips or trucks, approved for the transport of ACM to the appointed licensed landfill facility shall be placed on-site. The bin will be lined with 200 micron sealed plastic. It is recommended that any soil which contains asbestos in concentrations >0.001% w/w is considered hazardous and the controls stated in the Land Transport Rules adopted. For asbestos soil waste in significant quantities, hazard label signage should be displayed on the vehicles transporting the soil for disposal.			BRANZ Section 6.6
Contaminated Water		Water used for cleaning asbestos-contaminated equipment (including vehicles) shall be placed into a plastic lined drum or skip, and disposed of at an appropriately licensed facility. If excessive water is applied, ponding or runoff may occur which could permit the transport and accumulation of asbestos fines outside of the site. Water from the work area should be retained inside the boundary of the site and wash water directed back into excavations and the site.				BRANZ Section 6.6

Released under the provision of  
the Official Information Act 1982

**APPENDIX 4:**  
Agreement / Acknowledgement Sheet

**Agreement and Acknowledgement Sheet**

NAME	COMPANY	DATE	SIGNATURE

Released under the provision of the Official Information Act 1982

21.08.2020

To CPM 2019 Ltd,

RE: Nola Estate Glen Eden Economic & Market Commentary

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This report provides a brief economic and market commentary to support the possible fast-tracking of a Resource Consent application for a proposed residential development located at West Coast Road, Glen Eden.

The proposed development is for 249 2-3 bedroom townhouses, targeting the affordable housing and first home buyer market. The majority of dwellings would fall within the s 9(2)(b)(ii) price range.

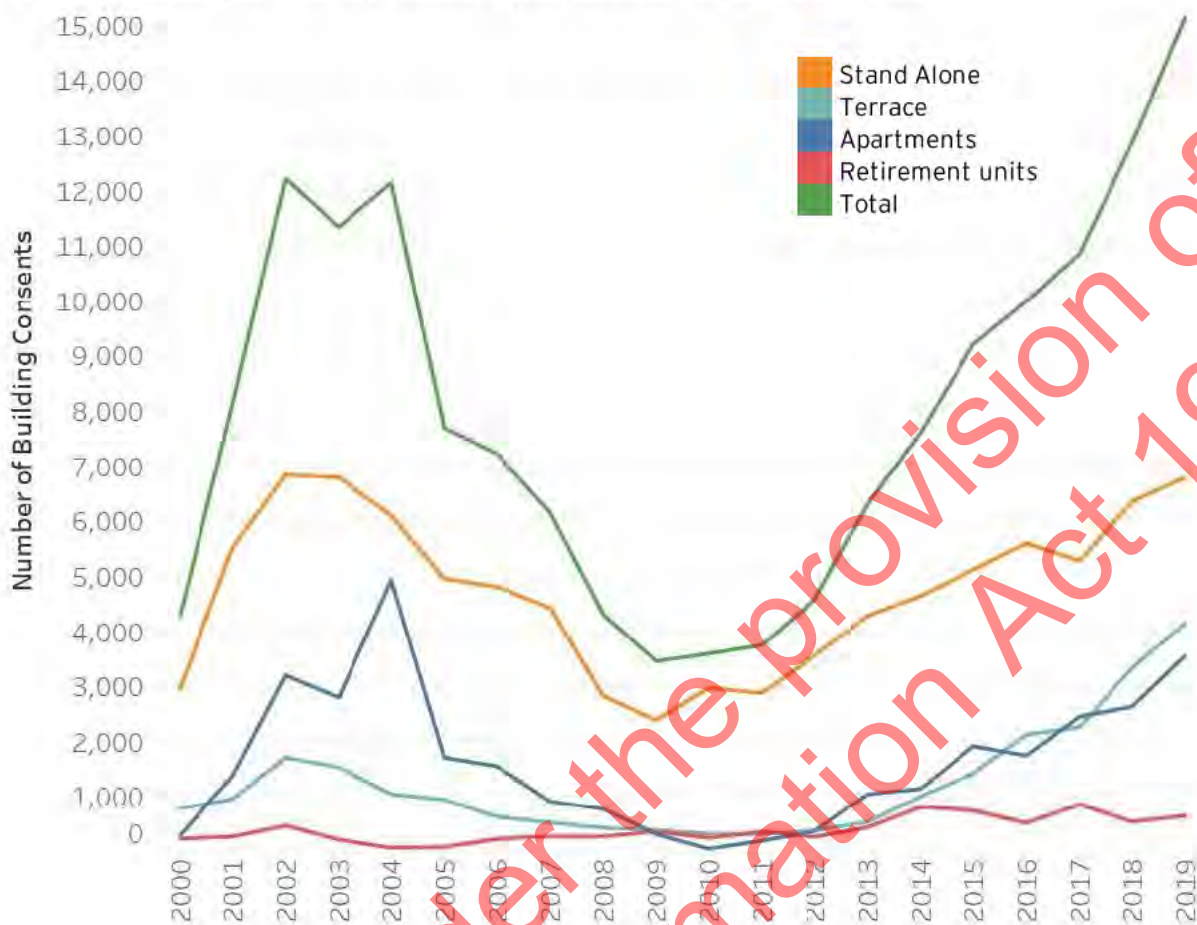
The relevant parts of the COVID-19 Recovery (Fast-track Consenting) Act 2020 are addressed as follows.

*The project's economic benefits and costs for people or industries affected by COVID-19 (see section 19(a)).*

Historically the construction sector has followed the wider economy closely. The global financial crisis of 2008 saw an accompanying drop off in new dwellings consented. As displayed in the following figure, recovery was also particularly slow. It wasn't until 2017 that building consents recovered to the previous peak of 12,000 consented dwellings per annum last seen in 2005.

Covid-19 has forced New Zealand's borders shut. Record high immigration has been replaced with zero immigration. This is likely to result in a decline in the number of houses demanded and thus constructed, and place considerable pressure on the construction sector over the coming years.

Figure 1: Building Consents by Product Type: Auckland Region (2000 - 2019)



The project would create a considerable number of jobs within the construction industry. The national 'value added per employee' for each sector has been used to estimate the full time equivalent (FTE) employment for this project. It is estimated that the construction of Nola Estate would generate 609 FTE jobs. This number can be interpreted as the number of FTE jobs created on an annualised basis, i.e. if construction takes two years and is split evenly between the years then 305 FTE jobs would be created in each year.

Figure 2: FTE Employee Estimates

Product	Expenditure (\$m)	FTE Employees
2 Bedroom	\$26.7	201
3 Bedroom	\$54.3	408
<b>Total</b>	<b>\$81.0</b>	<b>609</b>

Source: Statistics NZ, Urban Economics

Figure 3 shows the estimated national 'value added per FTE employee'. These value added per employee figures are used to estimate the FTE employees created by the construction project expenditure outlined in Figure 2. Figure 3 shows that the construction sector has a  $\$9(2)(b)(ii)$  contribution to national GDP and a workforce of 139,800 FTEs. This results in a value added of  $\$9(2)(b)(ii)$  per FTE employee.

Figure 3: Industry GDP and Value Added per Employee

Industry	Contribution to GDP (\$m)	FTE Workers	Value Added Per Employee
Construction	$\$9(2)(b)(ii)$	139,800	$\$9(2)(b)(ii)$

Source: Statistics NZ, Urban Economics

*The project's effect on the social and cultural well-being of current and future generations (see section 19(b)).*

The project would provide employment and a diverse range of housing types. In particular, the project would have a positive impact on the social and cultural well-being of current and future generations by providing affordable housing.

The following figure displays the proposed composition of the development. 60% of the proposed dwellings are Kiwibuild dwellings. These have a maximum prices of  $\$9(2)(b)(ii)$  for 2 bedrooms and  $\$9(2)(b)(ii)$  for 3 bedrooms respectfully. Providing new, affordable dwellings up to modern building standards reduces the social pressures caused by inadequate housing.

Figure 4: Nola Estate Development Composition

		Maximum Price	Number	Proportion
Kiwibuild	2 bed	$\$9(2)(b)(ii)$	67	27%
	3 bed	$\$9(2)(b)(ii)$	83	33%
	<b>Subtotal</b>		<b>150</b>	<b>60%</b>
Open Market	2 bed	-	22	9%
	3 bed	-	77	31%
	<b>Subtotal</b>		<b>99</b>	<b>40%</b>
<b>Total</b>		-	<b>249</b>	<b>100%</b>

Source: Kiwibuild, Phillips Associates, Urban Economics

*If applicable, whether the project may result in a public benefit by generating employment (see section 19(d)(i)).*

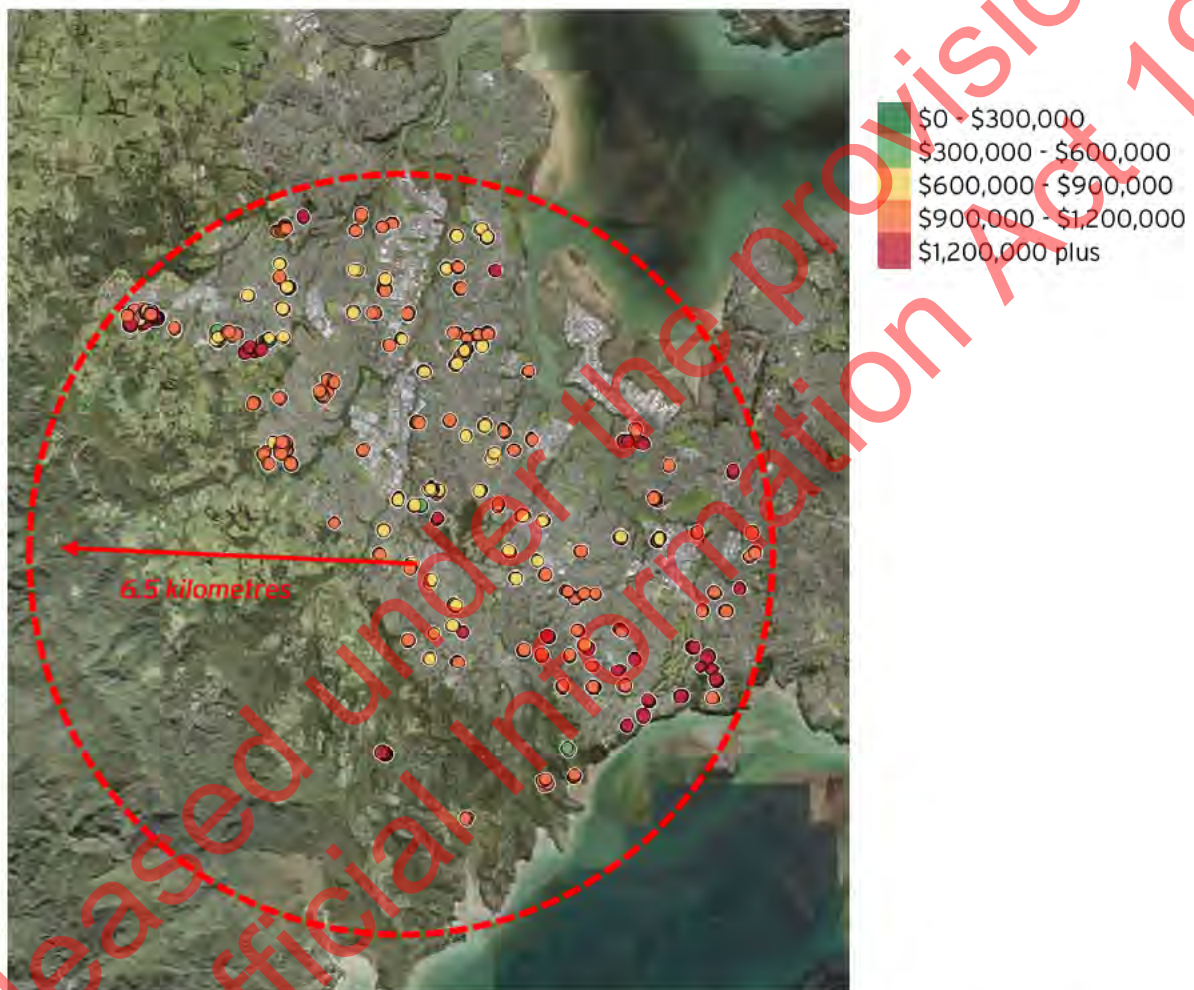
As outlined above, the project would create an estimated 609 FTE jobs. These jobs would be in roading, construction, landscaping, planting, land surveying, administration and support services and other related activities.

If applicable, whether the project may result in a public benefit by increasing housing supply (see section 19(d)(ii)).

The project would increase housing by supplying 249 new 2 and 3 bedroom dwellings to the market. In particular, the project would provide housing in currently undersupplied price brackets.

A catchment encompassing an approximately 6.5km radius from the site has been constructed to analyse whether this requirement is being met. Each point represents a sale of a new dwelling over the past year.

Figure 5: Catchment Map



The following bar graphs display residential sales for new dwellings in the catchment and the Auckland urban area for the past year. 11.5% of new dwellings sold in the Auckland urban area over the past year were priced between  $s\ 9(2)(b)(ii)$ . By contrast, only 5% of dwellings sold in the catchment fell into this category. 4% of new dwellings sold in the Auckland urban area over the past year were priced between  $s\ 9(2)(b)(ii)$ . This price bracket is also undersupplied with less than 1% of sales across the catchment falling into this category.

As displayed in figure 6 above, 60% of the proposed dwellings are Kiwibuild. These dwellings have a

maximum price of  $\text{s } 9(2)(b)(ii)$  for 2 bed units and  $\text{s } 9(2)(b)(ii)$  for 3 bed units. These dwellings would provide much needed supply to these undersupplied price brackets.

Figure 6: Catchment Sales



Figure 7: Auckland Urban Area Sales





A general assessment of the project in relation to national policy statements and national environmental standards (as those terms are defined in the Resource Management Act 1991) (see section 20(3)(f)).

The NPS-UD 2020 requires planning decisions to contribute to well-functioning urban environments, which are urban environments which have (or enable) housing that is of a range, type and price that meets demand (Policy 1).

The proposal helps to achieve the NPS-UD as it increases the range of housing available to the market. As outlined above, the proposal would provide additional housing within the s 9(2)(b)(ii) price brackets, which are currently undersupplied in the catchment. The proposal therefore provides housing which meets the market demand for affordable housing of the type proposed by the applicant.



Adam Thompson

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the Official Information Act 1982

OLIVE + HERO  
8 Kawakawa Place  
Whenuapai  
Auckland 8014

2 September 2020

Civix  
PO Box 5204 Victoria Street West  
Auckland 1141

Email [REDACTED] s 9(2)(a)

Dear Nick

## **FAST TRACK APPLICATION - CPM 2019 LIMITED**

We have been asked by CPM 2019 Limited (CPM), a subsidiary of NFK & Co to provide details about their proposed development at 460 to 478 West Coast Road (excluding 466 West Coast Road) and 317 to 345 Glengarry Road, Glen Eden, Auckland (the site), regarding the construction of approx. 149 of the 249 dwellings and a commercial unit if resource consent is granted.

Olive + Hero is a partnership between Olive Homes and Hero International. We have worked with CPM on similar residential developments, including Orchard Lane/Cherry Lane, Scott Terraces, Camelot Terraces and Chivalry Terraces, cumulatively totalling 115 homes.

## **About us**

Dan Oliver, formally National Operations Manager for G.J. Gardner Homes New Zealand set up Olive Homes in response to the growing medium density gap between low and high-volume builders. By recognising the different business model required for delivering successful volume developments, Olive Homes formed a working partnership with Hero International, a business combining the organisation of commercial construction with the quality requirements of residential building.

Hero International, in operation since 2005 (previously Hero Construction) has a large office facility in Westgate, Whenuapai, with approximately forty staff employed at present and growing. The business is solely owned by Gavin Liu, a New Zealand resident who has lived on Auckland's North Shore since 2005.

Hero International has built nearly 2,000 homes in Auckland, making them one of New Zealand's leading non-franchised residential builders. In 2019 Hero International won a prestigious Master Builders House of the Year bronze award for terraced homes in Massey, Auckland.

## Head office

The Olive + Hero head office is located at 8 Kawakawa Place, Whenuapai, Auckland.

## Numbers of employees required

We estimate that we will be required to employ between 136 and 198 tradespeople to ensure the construction of the dwellings and commercial unit. Hero International directly employs the majority of its trades. Approximate employees required will be in the following roles:

- (a) Project Managers/Supervisors/Team leads – 10-20 required;
- (b) Carpentry (including cladding and roofing) – 70-90 required;
- (c) Brick and block layers – 6-8 required;
- (d) Plasterers (stoppers) – 6-8 required;
- (e) Electricians – 6-8 required;
- (f) Plumbers – 6-8 required;
- (g) Painters – 6-8 required;
- (h) Tilers – 6-8 required;
- (i) Office support – 10-20 required; and
- (j) Other professionals/skills/disciplines – 10-20 required.

Our hiring process involves placing advertisements on Seek and TradeMe. In our experience employing staff previously, we receive job applications from those living locally to the construction site. Therefore, we expect that the people that we will employ for this project will be based local to the site in West Auckland.

In addition Hero International always look to utilise apprentices where possible, given our teams are directly employed we are able to provide extremely good exposure and development across many different construction elements. By ensuring a broad skills base for apprentices they are able to become better overall builders. We believe this is important to the future of the NZ construction industry and we are currently contacting various organisations looking for apprentices.

## Additional subcontractors required

In addition to the staff we will hire, we will be looking to approximately employ the following external subcontractors:

- (k) Scaffolders – 5 subcontracting teams required (approximately 3-5 per team);
- (l) Joiners – 5 subcontracting teams required (approximately 2-4 per team);
- (m) Carpet fitters – 5 subcontracting teams required (approximately 2-3 per team); and
- (n) Landscapers – 5 subcontracting teams required (approximately 2-4 per team).

*Recruitment of subcontractors*

We employ additional subcontractors based on their skillset, accreditations, capability, quality, value and locality to the construction site. Having subcontractors living and working in their local area increases both productivity and pride.

**Where we source our building materials from**

We use many local suppliers to source our building supplies, for example ITM, Placemakers, Chesters Plumbing, Pink Batts etc. Many of our suppliers have multiple sites/stores all around Auckland. For example, ITM, Placemakers and Chesters Plumbing all have stores close to the proposed development, with their branches at Avondale (ITM) and New Lynn (Placemakers/Chesters), all under ten minutes' drive to the proposed site. We will be able to source most of our building materials from these companies, with many other products supplied from within the Auckland area.

**Sustainability**

Where possible we specify building products of recycled, secondary or sustainable sources, for example responsibly sourced timber through the Forest Stewardship Council (FSC) certification scheme.

Hero International has a Responsible Sourcing document available, listing the Environmental Management Systems in operation at many of their key local suppliers. This approach is taken to ensure we have an understanding that many of these local suppliers are operating with responsibility, taking various approaches to minimise their environmental impact. We believe this is an important balance to promote practical, durable and sustainable building without jeopardising the commercial viability of development.

Please contact us if you have any questions.

Yours sincerely



Dan Oliver  
Owner, Olive Homes



Duncan Gardner Homes Ltd  
West Auckland Franchisee for  
G.J. Gardner Homes

31 Northside Drive, Westgate, Auckland 0814  
PO Box 84256, Westgate, Auckland 0657

(09) 869 3114

2 September 2020

Civix  
PO Box 5204 Victoria Street West  
Auckland 1141

Email: [REDACTED] s 9(2)(a)

Dear Nick

#### **FAST TRACK APPLICATION - CPM 2019 LIMITED**

We have been asked by CPM 2019 Limited (CPM), a subsidiary of NFK & Co to provide details about their proposed development at 460 to 478 West Coast Road (excluding 466 West Coast Road) and 317 to 345 Glengarry Road, Glen Eden, Auckland (the site), regarding the construction of 100 of the 249 dwellings if resource consent is granted.

We have worked with NFK before on similar residential developments, including 47 terraced houses at 63a Glengarry Road and 29 terraced houses at 105 Waimumu Road. Should commercial terms be agreed between CPM and ourselves we would build 100 of the proposed 249 dwellings in this project.

#### **About us**

G.J. Gardner Homes West Auckland is independently owned and operated by Scott Duncan and Melinda Gardner, Directors of Duncan Gardner Homes Ltd. A husband and wife team, Scott and Melinda, bring industry and business experience to the franchise. Scott has been involved in the building industry for many years most recently as CEO of ITM and prior to that 13 years with Fletcher Building in various General Manager Roles. While Melinda has a background in public health and complex project management.

Along with the rest of the West Auckland team, they have been constructing multiple large housing projects in Hobsonville Point, Whenuapai, Massey and the wider West Auckland area.

We currently directly employ or contract a team of 20 in our office. We also take pride in working with our wider team of long standing contractors and suppliers.

### **Numbers of employees required**

We estimate that we will be required to employ four employees to ensure the construction of the 100 dwellings. These will be in the following roles:

- (a) Project Manager - Two required; and
- (b) Quantity Surveyors - Two required.

### *Recruitment / allocation of employees*

Our hiring process includes placing advertisements on Seek and TradeMe. Due to the need for these roles to be present on site during construction we typically receive most job applications from those living in proximity to the location of the job. Consequently, for this job, we expect to receive applications from those living close to the site, in the West Auckland region.

If we have employees in the West Auckland region who are available to work on the project, we will deploy them to the site and recruit for replacement staff.

### **Subcontractors required**

In addition to the staff we will directly employ, we will be looking to engage approximately 100 subcontractors in the following trades:

- (c) Drainage workers, Slab layers, carpenters, roofers, brick layers, Gib fixers and stoppers, painters, tilers, electricians and plumbers;

### *Recruitment of subcontractors*

We engage all our subcontractors based on the Service, Quality and Capacity they can provide. We engage subcontractors that invest in their staff, training and developing their employees with the required skills and health and safety.

### **Where we source our building materials from**

We use local suppliers such as ITM, Mico etc. to source our frame and truss, building and plumbing supplies. Both ITM and Mico have multiple sites all around Auckland. The nearest store to the proposed development is in Henderson and is a 15 minutes' drive from the site. We will be able to source most of our plumbing materials from this store. All our frame and truss and building supplies will be sourced from ITM.

### **Sustainability**

At G.J. Gardner Homes environmental sustainability means managing and minimising the environmental impact of our operations and delivering homes that are environmentally sound, as well as being designed and built to a high quality.

With our current high level of construction activity, sustainable practice needs to focus on meeting current needs without jeopardising the ability of future generations to meet theirs. It is this reason G.J. Gardner Homes chose to acknowledge their role as New Zealand's most trusted and leading home builder, and the industry example we can help set.

We believe that sustainability should primarily be achieved through the design and materials of the build, where credentials can be embedded within the building itself, with less reliance on expensive third party components.

Such an approach enables us to achieve a balance of our key environment, energy, economy and emotional drivers, all without passing unnecessary cost to consumers.

A goal of G.J. Gardner Homes is to minimise our impact on the environment through the choice of building materials. In a 'Fabric First' approach it is always important to ensure we choose environmentally friendly products from recycled or renewable sources wherever possible.

With building materials accounting for a significant proportion of all materials used worldwide, their environmental impact is compounded at every stage of the building process, from raw material extraction through to eventual disposal. We therefore ensure all of our building material selections are managed in a balanced way, to promote environmental friendliness whilst ensuring long term durability and value.

For more information on our approach to sustainability, please check out our Home Wise brochure available through our website.

Given our 'Fabric First' approach, it is of paramount importance to ensure that the G.J. Gardner Homes preferred supply chain is manufacturing and distributing their products in both socially and environmentally responsible ways.

This includes considerations such as:

- Are there clear Environmental Policy Statements in operation
- Is sustainability part of corporate strategy and decision making processes
- Are human rights respected during manufacture and supply
- Is there a commitment to continual improvement in environmental performance

These preferred suppliers are mandatory for use throughout the G.J. Gardner Homes network and therefore constitute the majority of all our homes built throughout New Zealand.

Please contact us if you have any questions.

Yours sincerely

Scott Duncan  
Owner



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7 AUGUST 2020

NICK MATTISON  
CIVIX LTD  
BY-EMAIL

---

Dear Nick

**CONCEPT SUMMARY, 460-478 WEST COAST ROAD AND 317-347 GLENGARRY ROAD,  
GLEN EDEN**

1. Thank you for asking me to provide a short summary of the concept that has been developed in collaboration with the other project consultants and Phillips & Associates Ltd.
2. The concept plan is in my opinion a successful urban design solution for the Site, and with the team involved would be able to secure a supportive recommendation to grant consent from the Council staff.
3. The key urban design characteristics of the concept are:
  - a. Division of the Site into a series of conveniently-walkable blocks that legibly divide the Site into public 'fronts' and private 'backs'. This is derived from the design principle of a perimeter block, which in turn comes from defensible space theory. This is a fundamental building block of contemporary urban design. It also helps establish a compatible 'like with like' interface with adjoining properties east and south.
  - b. Provision of a new public street network that respects the existing West Coast Road roundabout and intersection with Glengarry Road, and a rear lane-network to accommodate car parking and servicing needs away from the public eye. This will ensure the streets are well-activated, attractive spaces to be in. Footpaths will for the most part not contend with vehicles reverse manoeuvring across them.
  - c. Provision of a small-scale convenience retail area adjacent to an existing dairy located to enjoy maximum benefit from passing traffic, weekend use



of the adjacent large public reserves and playing fields, and to help signpost the northern entry into the Site.

- d. A mix of building typologies to promote housing choice, including a mix of 2-storey and 3-storey buildings. Housing has been maximised facing north and to the large reserve across West Coast Road.
  - e. Integration of an overland flow path into a new communal recreation space and linkage to Glengarry Road. This will provide a space for residents to socialise and also help to open up the middle of the Site. It has been modestly scaled bearing in mind the proximity of the large reserve immediately north across West Coast Road.
4. A number of iterations have been undertaken to fine-tune the Plan and ensure all of the above design considerations are integrated. In my opinion the concept has been rigorously tested by the consultant team and I and reflects best-practice. It will result in a high-amenity, high-quality new neighbourhood.
5. Turning to the matter of resource consenting, the concept has also been arrived at after careful consideration of the Auckland Unitary Plan provisions for building bulk and location, density, and integrated residential development. In particular, the concept offers a convincing urban design solution to the zone policy matters of achieving a compatible intensity and suburban built form (H3.3(1) and (2)); attractive and safe streets and open spaces (H3.3(3)); maintaining amenity on neighbouring sites (H3.3(4)); appropriate non-residential activity that supports the social and economic well-being of the community (H3.3(7)); and providing for integrated residential development on larger sites (H3.3(8)).

Please feel welcome to contact me should you wish to discuss any aspect of the above further.

Yours sincerely,



**IAN MUNRO**

urban planner and urban designer

B.Plan (Hons); M.Plan (Hons); M.Arch [Urban Design] (Hons); M.EnvLS (Hons); M.EngSt [Transport] (Hons); MNZPI;

Independent Hearing Commissioner

(a) s 9(2)(a)

(m) s 9(2)(a)

---

**30 SEPTEMBER 2020**

**NICK MATTISON  
CIVIX LTD  
BY-EMAIL**

---

Dear Nick

**CONCEPT SUMMARY, 460-478 WEST COAST ROAD AND 317-347 GLENGARRY ROAD,  
GLEN EDEN**

1. Thank you for asking me to provide a short summary of the concept that has been developed in collaboration with the other project consultants and BDG Architects Ltd.
2. The concept plan (v.10) is in my opinion a successful urban design solution for the Site.
3. The key urban design characteristics of the concept are:
  - a. Division of the Site into a series of conveniently-walkable blocks that legibly divide the Site into public 'fronts' and private 'backs'. This is derived from the design principle of a perimeter block, which in turn comes from defensible space theory. This is a fundamental building block of contemporary urban design. It also helps establish a compatible 'like with like' interface with adjoining properties east and south.
  - b. Provision of a new public street network that respects the existing West Coast Road roundabout and intersection with Glengarry Road, and a rear lane-network to accommodate car parking and servicing needs away from the public eye. This will ensure the streets are well-activated, attractive spaces to be in. Footpaths will for the most part not contend with vehicles reverse manoeuvring across them.
  - c. Provision of a small-scale convenience retail area adjacent to an existing dairy located to enjoy maximum benefit from passing traffic, weekend use

of the adjacent large public reserves and playing fields, and to help signpost the northern entry into the Site.

- d. A mix of building typologies to promote housing choice, including a mix of 2-storey and 3-storey buildings. Housing has been maximised facing north and to the large reserve across West Coast Road.
  - e. Integration of an overland flow path into a new communal recreation space and linkage to Glengarry Road. This will provide a space for residents to socialise and also help to open up the middle of the Site with a variety of communal facilities. An internal 'green' has been modestly scaled bearing in mind the proximity of the large reserve immediately north across West Coast Road.
4. A number of iterations have been undertaken to fine-tune the Plan and ensure all of the above design considerations are integrated. In my opinion the concept has been rigorously tested by the consultant team and I and reflects best-practice. It will result in a high-amenity, high-quality new neighbourhood.
  5. Turning to the matter of resource consenting, the concept has also been arrived at after careful consideration of the Auckland Unitary Plan provisions for building bulk and location, density, and integrated residential development. In particular, the concept offers a convincing urban design solution to the zone policy matters of achieving a compatible intensity and suburban built form (H3.3(1) and (2)); attractive and safe streets and open spaces (H3.3(3)); maintaining amenity on neighbouring sites (H3.3(4)); appropriate non-residential activity that supports the social and economic well-being of the community (H3.3(7)); and providing for integrated residential development on larger sites (H3.3(8)).

Please feel welcome to contact me should you wish to discuss any aspect of the above further.

Yours sincerely,



**IAN MUNRO**

urban planner and urban designer

B.Plan (Hons); M.Plan (Hons); M.Arch [Urban Design] (Hons); M.EnvLS (Hons); M.EngSt [Transport] (Hons); MNZPI; Independent Hearing Commissioner

(e) s 9(2)(a)

(m) s 9(2)(a)

## Nola Estate development, Glen Eden – landscape strategy

The landscape strategy for the Nola Estate residential neighbourhood is intended to achieve three main outcomes:

- Providing a high level of amenity for streets, lanes and parking areas through the use of street trees, strategically placed street gardens, high quality street furniture, and varied pavement materials. Landscape treatments will encourage a low speed environment that is safe and welcoming for pedestrians and cyclists;
- Providing attractive, accessible and usable open space areas for neighbourhood use. The internal parks will accommodate a preschool-junior play area, with an emphasis on natural play, shaded seating and gathering areas, and open lawns for informal recreation. The neighbourhood parks will not duplicate the recreational facilities at Parrs Park, directly north of the new neighbourhood across West Coast Road – these facilities include a destination adventure playground, skatepark, swimming pool, basketball courts, extensive walking circuits, and sports fields.
- Providing vegetation to soften and integrate the new dwellings, particularly when viewed from existing and proposed streets and adjoining residential areas, and to enhance privacy for outdoor living areas.

The planting palette will take its cues from the historic use of Nola Estate for horticulture and orchards, and from the native bush context of the Waitākere Ranges foothills. Fruit trees will be used in streets, parks and private lots, where appropriate, to provide food for residents. Other vegetation, including planting of any rain gardens, artificial wetlands or overland flow paths, will be indigenous species endemic to the original native ecosystem of the Oratia Stream Valley.

Hard landscape materials and street/park furniture will be chosen for durability and long term ease of maintenance, with an emphasis on unmodified natural materials such as timber, metal and aggregates. Where feasible, permeable surfaces will be used to minimise stormwater run-off.



**Helen Mellisop**  
*BLA, BHB, Dip Hort (Distinction)*  
Registered NZILA Landscape Architect

## Nola Estate development, Glen Eden – landscape strategy

The landscape strategy for the Nola Estate residential neighbourhood is intended to achieve three main outcomes:

- Providing a high level of amenity for streets, lanes and parking areas through the use of street trees, strategically placed street gardens, high quality street furniture, and varied pavement materials. Landscape treatments will encourage a low speed environment that is safe and welcoming for pedestrians and cyclists;
- Providing attractive, accessible and usable open space areas for neighbourhood use and visual relief. The main internal reserve (about 1700m<sup>2</sup>) will accommodate a pre-school/junior play area, with an emphasis on natural play, shaded seating, barbeque and gathering areas, a multi-use games area (MUGA), and open lawns for informal recreation. This park, together with the linear park to the west, will also provide walking/cycling links through the development. More intensive three-storey residential units will have the amenity benefits of adjoining and overlooking these open spaces.

Smaller pocket parks will provide space for large growing trees, indigenous vegetation and passive recreation, with potential for a neighbourhood-led community garden east of the main reserve. The café, community centre and surrounding open space in the north-east of the development will form a community focus, accessible by foot and bicycle from the neighbourhood and Parrs Park. The outdoor area of the café will also include play elements.

The neighbourhood parks will not duplicate the recreational facilities at Parrs Park, directly north of the new neighbourhood across West Coast Road – these facilities include a destination playground, skatepark, swimming pool, basketball courts, adult exercise equipment, extensive walking circuits, and sports fields.

- Providing vegetation to soften and integrate the new dwellings, particularly when viewed from existing and proposed streets and adjoining residential areas, and to enhance privacy for outdoor living areas.

The planting palette will take its cues from the historic use of Nola Estate for horticulture and orchards, and from the native bush context of the Waitākere Ranges foothills. Fruit trees will be used in streets, parks and private lots, where appropriate, to provide food for residents. Other vegetation, including planting of any rain gardens, will be indigenous species endemic to the original native ecosystem of the Oratia Stream Valley.

Hard landscape materials and street/park furniture will be chosen for durability and long term ease of maintenance, with an emphasis on unmodified natural materials such as timber, metal and aggregates. Where feasible, permeable surfaces will be used to minimise stormwater run-off.



Helen Mellsop  
*BLA, BHB, Dip Hort (Distinction)*  
*Registered NZILA Landscape Architect*

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the Official Information Act 1982

OLIVE + HERO  
8 Kawakawa Place  
Whenuapai  
Auckland, 8014

11 August 2020

To whom it may concern:

**NFK & Co – Nola Estate, Glen Eden**

Further to your request for information concerning Hero International (as a main contractor) in relation to the above project, we can confirm the following.

- Construction duration:
  - Depending on the staging and overall allocated portion of the project, it is anticipated that construction schedule will take approximately 12-24 months from possession of site.
- Labour resource:
  - Hero International operates a direct labour model, employing the majority of residential building trades on staff. In conjunction with specialised subcontractors, it is envisaged that at its peak a project such as Nola Estate would utilise approximately 100 trades on site.
  - Hero International's current directly employed trade labour force is approximately 25 (excludes office staff), although they are continuing to grow this from within the New Zealand labour market at present. As an accredited immigration employer the impact of Covid-19 has temporarily reduced access to international labour markets, however once this situation eases and border restrictions relax we will look to finalise an additional labour pool (there were provisional agreements to employ additional staff prior to lockdown restrictions).
  - All required trade certifications are held.

- A scale direct labour model has significant advantages as it reduces time consuming divided loyalties often seen in sub-contracting models, alongside providing greater accountability and cost certainty. It also provides job security and future work pipeline reassurance, the single biggest contributor to construction industry suicide identified in BRANZ's ER40(2019) report.
- A dedicated maintenance team is also employed to ensure continued customer satisfaction through the required maintenance period of the Building Act.
- Systems:
  - Hero International utilise Microsoft Project in the production of comprehensive critical path construction schedules. This ensures coordination between site activity and pre-emptive ordering/estimating of materials to enable a continuous build programme with minimal delays.
- Suppliers:
  - As an independent volume builder not tied to national agreements, Hero International has a preferred supplier status with many key local New Zealand building materials suppliers/manufacturers, typically enabling priority supply and greater discretion where required.
- Miscellaneous:
  - Warehouse facility: Hero International has a warehouse facility which enables the safe, secure storage of construction materials where required. This can help increase supply surety which can be occasionally compromised through macro issues like Covid-19 and international supply chains.
  - Health and safety: Hero International is a category four PREQUAL, prequalified contractor.
  - Sustainability: Hero International works closely with many leading New Zealand suppliers to ensure their construction materials come from sustainable, ethical sources (such as FSC or similar timber). Hero International has a Responsible Sourcing document available, listing the Environmental Management Systems in operation at many of their key local suppliers.
  - Tenure: Hero International is a locally owned and operated business since 2005 (originally trading as Hero Construction Ltd). Owner Gavin Liu has been involved in



the construction of approximately 2,000 homes across the Auckland region during this time, including winning an industry award for terraced home construction. Dan Oliver, owner of Olive Homes Limited, working in partnership with Hero International Limited, is formally the National Operations Manager of G.J. Gardner Homes (Head Office), responsible for elements including franchise management, procurement, construction, design and sales across the group.

We trust that the above proves satisfactory to your requirements, should you require any additional information please do not hesitate to contact further.

Yours faithfully,



Dan Oliver MBA PgD BSc (Hons)  
OLIVE + HERO

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**ENGE****O**  
*Celebrating* 10 YEARS IN NZ

Geotechnical Investigation

460-478 West Coast Road and 317-345 Glengarry Road

Glen Eden

Auckland

Submitted to:

CPM 2019 Limited

105 Waimumu Road

Massey

Auckland 0614

**ENGE****O** Limited

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21.08.2020

17569.000.000\_01



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**Contents**

1 Introduction and Scope ..... 3

2 Site Description ..... 3

3 Area Wide Geotechnical Data ..... 3

3.1 Regional Geology ..... 3

3.2 Historical Aerial Review ..... 4

4 Site Investigation ..... 5

4.1 Ground Conditions ..... 5

4.2 Groundwater ..... 6

5 Geohazard Assessment ..... 7

5.1 Seismic Site Subsoil Class ..... 7

5.2 Ground Shaking ..... 7

5.3 Liquefaction and Lateral Spread ..... 7

5.4 Consolidation Settlement ..... 8

5.5 Slope Stability ..... 8

6 Geotechnical Recommendations ..... 9

6.1 Building Foundations ..... 9

6.2 Floor Live Loads ..... 9

6.3 Retaining Wall Design ..... 9

6.4 Pavement Design ..... 10

6.5 Pre-existing Fill ..... 10

6.6 Further Work ..... 10

7 Limitations ..... 11

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**Tables**

- Table 1: Historical Aerial Review
- Table 2: Retaining Wall Parameters

**Figures**

- Figure 1: Mapped Geology

**Appendices**

- Appendix 1: Development Plan
- Appendix 2: Investigation Location Plan
- Appendix 3: Investigation Logs and Scala Results
- Appendix 4: Cone Penetration Testing (CPT) Testing

**ENGEO Document Control:**

<b>Report Title</b>	Geotechnical Investigation - 460-478 West Coast Road and 317-345 Glengarry Road, Glen Eden			
<b>Project No.</b>	17569.000.000	<b>Doc ID</b>	01	
<b>Client</b>	CPM 2019 Limited	<b>Client Contact</b>	Kieran Doe	
<b>Distribution (PDF)</b>	Kieran Doe			
<b>Date</b>	<b>Revision Details/Status</b>	<b>WP</b>	<b>Author</b>	<b>Reviewer</b>
21/08/2020	Issued to Client	DF	RB	HL

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## 1 Introduction and Scope

ENGEO Limited was requested by CPM 2019 Limited to undertake a geotechnical investigation of the property at 460-478 West Coast Road and 317-345 Glengarry Road, Glen Eden, Auckland (herein referred to as 'the site').

The purpose of this assessment was to establish a geological model for the site, identify geotechnical risks that may affect future land use, and provide geotechnical recommendations to support an application for resource consent for the proposed subdivision. We have been provided with the Phillips Associates draft architectural plan (Revision 5, unreferenced, undated) which shows that it is proposed to construct 155 three-bedroom units, 89 two-bedroom units and one commercial building at the site. This plan is included as Appendix 1.

The geotechnical investigation included a combination of shallow and deep testing comprising six Cone Penetration Tests (CPTs), fifteen hand auger boreholes and nine Scala penetrometer tests.

## 2 Site Description

The site at 460-478 West Coast Road (excluding 466 West Coast Road) and 317-345 Glengarry Road encompasses seventeen existing properties in Glen Eden, Auckland. The overall site is approximately 4.2336 ha in size and irregular in shape. The development area is bounded by West Coast Road to the north, residential dwellings to the east and south, and Glengarry Road to the west.

The site is currently overlain by a combination of agricultural / horticultural land (central and south-eastern portions), and residential dwellings and commercial buildings (north-western portion). Some buildings appear to have been removed from the site as the concrete slabs were also observed. Access to the properties comprised asphalt and gravel, with a large gravel and concrete hardstand across the central north-western portion of the site. Mature trees were also noted around some of the residential dwellings within the central northern portion of the site.

Two slopes were observed within the site area. The first, located across the northern portion of the site, slopes downwards from the west to the east at approximately 2 to 5 degrees. The second slope grades downwards from the southern boundary to the north at approximately 4 to 6 degrees. A low point across the central portion of the site was noted, it is understood that this is within an existing overland flow path. Based on the site contours observed, it is likely that some fill has previously been placed along the alignment of the overland flow path.

## 3 Area Wide Geotechnical Data

### 3.1 Regional Geology

The site is mapped by GNS as being underlain by Puketoka Formation soils (Tauranga Group) comprising pumiceous mud, sand and gravel with muddy peat and lignite, rhyolite pumice, including non-welded ignimbrite, tephra and alluvia.

East Coast Bays Formation soils (Waitemata Group) are mapped approximately 400 m to the south (Figure 1). This material comprises shallow residually weathered silts and clays that generally increases in strength with depth. The soil transitions to rock at depth, comprising alternating sandstone and mudstone layers with variable volcanic content.

**Figure 1: Mapped Geology**



Image sourced from GNS. Image not to scale

### 3.2 Historical Aerial Review

We have reviewed historical aerial photographs obtained from Auckland Council Geomaps and Retrolens. These photographs were viewed under the context of underlying areas of potential instability and changes to the landform over time. We have included a summary of our key findings in Table 1.

**Table 1: Historical Aerial Photograph Review**

Year	Summary
1940	The majority of the site is undeveloped and is used for agricultural purposes. A residential dwelling is located within the north-western portion of the site. A low lying gully feature is mapped on Auckland Council GeoMaps as an overland flow path across the central portion of the site (running northeast to south-west).
1959	The majority of the site continues to be used for agricultural purposes. A number of additional structures have been built within the north-western portion of the site. Residential dwellings are also being developed in the surrounding areas during this period.
1972	A number of warehouse structures were constructed within the north-western portion of the site. No obvious changes to landform elsewhere on the site.
1988	Additional structures built within the central-northern portion of the site, including an additional residential dwelling.
1996	No obvious changes to landform or buildings on-site.
2001-2004	Minor clearing is noted within the southern portion of the site, that appears related to the agricultural land use, including forming of a new farm access road within the property
2004-Present	No obvious site changes from the 2004 images.

## 4 Site Investigation

The geotechnical investigation for this report was undertaken by ENGEO during August 2020. The investigation comprised of fifteen hand auger boreholes to depths ranging 3.0 m to 5.0 m below ground level, nine Scala penetrometers to 1.0 m below ground level and six Cone Penetration Tests (CPTs) to a maximum depth of 22.2 m below ground level. The locations of the investigations are presented on the Investigation Location Plan included in Appendix 2.

Full logs have been prepared in general accordance with the New Zealand Geotechnical Society field classification guidelines (NZGS, 2005). Subsurface conditions encountered in the hand augers are summarised in Section 4.1. Full borehole logs and Scala penetrometer test results are presented in Appendix 3. The CPT testing logs are presented in Appendix 4.

### 4.1 Ground Conditions

#### Topsoil

Topsoil was encountered at most hand auger locations at depths ranging from 0.1 m to 0.4 m below ground level. Buried topsoil was encountered in borehole HA09 at 0.9 m depth.

### Pre-Existing Fill

Pre-existing fill was encountered in boreholes HA02, HA03, HA09, HA11, HA14 and HA15. The existing fill varied in nature and extent across the site, but was generally encountered within the central and the north-western portions of the site. The existing fill encountered within boreholes HA02, HA03 and HA15 was encountered to depths ranging from 0.6 to 0.7 m below ground level. This material comprised very stiff to hard, clayey silt and silty clay with fibrous organics and sand inclusions.

Fill encountered in borehole HA09 comprised very stiff clayey silt and silty clay with intermixed topsoil, fibrous organics and sand. Buried topsoil was encountered underlying the existing fill from 1.0 m to 1.4 m depth at this location. It is inferred that this fill was placed within an overland flow path.

Fill encountered in borehole HA11 encountered a shallow layer of hard sandy silt underlain by very stiff silty clay. Fill was encountered to 0.8 m below ground level at this location.

Borehole HA14 refused near the ground surface on very dense gravel fill. Scala penetrometer testing indicated greater than 15 blows over the first 100 mm.

### Puketoka Formation Alluvium

Puketoka Formation alluvial soils were encountered within all hand auger boreholes underlying the topsoil and fill, where present. The soils generally comprised very stiff to hard silt and clay with varying amounts of sand. Organic silty clay with minor fibrous organics was encountered only in borehole HA09 at depths between 3.0 and 3.4 m below ground level. It is inferred that this material likely extends along the alignment of the existing overland flow path.

Six cone penetration tests (CPTs) were advanced across the site to maximum depths of 22.2 m below ground level. The CPTs recorded materials behaving cohesively from shallow depths to approximately 13 m below ground level. The inferred cohesive material generally recorded a cone tip resistance ( $Q_c$ ) and sleeve friction ( $f_s$ ) of 2 to 3 MPa.

From 13.0 m below ground level the CPTs recorded non-cohesive material inferred to be sandy silt and silty sand soils. The recorded cone tip resistance and sleeve friction increased in strength with depth throughout this material to the ends of the tests. CPT01, CPT05 and CPT06 met refusal on what is inferred to be very dense to hard silty sands and sandy silts. CPT03 and CPT04 met shallow refusal due to high pore water pressures.

### 4.2 Groundwater

Groundwater levels were measured within the hand auger boreholes at the completion of drilling at depths ranging 1.0 m to 3.2 m below ground level across the site. Long term groundwater monitoring should be undertaken once proposed earthworks plans have been prepared. This will be required for excavations greater than 1.0 m in height.



## 5 Geohazard Assessment

### 5.1 Seismic Site Subsoil Class

Six CPT tests were undertaken as part of the investigation for the site. The CPT tests extended to maximum depths of approximately 22 m below ground level. However, they did not meet refusal at uniform depths that might indicate the presence of a rock or transition to rock layer. Thus, for the purposes of preliminary seismic design, we recommend using a preliminary soil classification of 'Class D – Deep Soils' in line with NZS 1170.5:2004.

This preliminary soil classification can be reassessed using machine boreholes to target rock if required.

### 5.2 Ground Shaking

We understand the proposed development will comprise residential structures up to two levels high and a single-level commercial building - Importance Level 2. According to NZS 1170.5:2004, Importance Level 2 buildings are required to be designed to resist earthquake shaking with an annual probability of exceedance of 1/500 (i.e. a 500 year return period). This is the ultimate limit state (ULS) design seismic loading. Structures are expected to retain their structural integrity during the ULS earthquake, and not collapse or endanger life. Furthermore, Importance Level 2 (IL2) buildings should sustain little or no structural damage under a serviceability limit state (SLS) design load case, which is based on earthquake shaking with a 25 year return period.

Peak horizontal ground accelerations ( $a_{max}$ ) have been calculated in accordance with MBIE / NZGS Module 1 (2016) using the following formula:

$$a_{max} = C_{0,1000} R f g / 1.3$$

$$C_{0,1000} = 0.19 \text{ for Auckland (NZTA Bridge Manual (2016) Table 6A.1)}$$

$$R = 1.0 \text{ for a 500 year return period event (NZS1170.5) (ULS)}$$

$$0.25 \text{ for a 25 year return period event (NZS1170.5) (SLS)}$$

$$f = 1.33 \text{ for Class D}$$

$$\text{Thus } a_{max} = 0.19 \times 1.0 \times 1.0 \text{ g} / 1.3 = 0.15 \text{ g for ULS}$$

$$= 0.19 \times 0.25 \times 1.0 \text{ g} / 1.3 = 0.04 \text{ g for SLS}$$

The effective earthquake magnitude is taken as 5.9.

### 5.3 Liquefaction and Lateral Spread

We have carried out a preliminary liquefaction assessment for both ULS (1:500 year return period) and SLS (1:25 year period) using peak horizontal ground acceleration of 0.15 g and 0.04 g respectively, as calculated in Section 5.2. The liquefaction potential assessment has been carried out with computer software (Geologismiki, CLiq v.2.3.1.15) using Boulanger & Idriss (2014) for liquefaction triggering.

The liquefaction assessment results indicate that the soils at the site are not susceptible to liquefaction induced settlement under a SLS event. Under ULS seismic conditions, the potential liquefaction induced settlement for the CPT tests was determined to be between 30 mm and 80 mm. The liquefaction was noted to occur generally at depths greater than 10 m below ground level.

Our assessment has indicated the majority of the soils within the site over the test locations are non-liquefiable in a SLS seismic event. However, soils were identified to liquefy at depth in a ULS event. We consider that any ground surface expressions in a ULS seismic event would be negligible due to the depth of liquefiable soils. As such, we consider that the risk of liquefaction induced settlement for the future development (i.e. residential units and small commercial structures) to be low.

#### 5.4 Consolidation Settlement

Based on the findings of our geotechnical investigations the risk of consolidation settlement for residential building units between two- to three-levels is low. As such, all residential buildings should be designed to tolerate differential settlements up to 1 in 240 (approximately 25 mm over 6 m length of building) as required by New Zealand Building Code Handbook, Appendix B Section B1 / VM4, clause B1.0.2, under the serviceability limit state load combination of NZS 1170.0, unless the structure is specifically designed to limit damage under a greater settlement.

We have carried out a preliminary assessment of conventional shallow slabs for the proposed commercial building up to 20 m wide with a nominal loading of 20 kPa (including racking loads) using soil parameters data obtained from the CPT testing (CPT06). The settlement calculation estimations have been carried out with computer software Geologismiki CPeT-IT2 v.2.0.2.5. The analysis resulted in total settlements were less than 20 mm and differential settlements no greater than 1:500 for the floor loads above.

The civil engineer should consider that any proposed filling above 1.0 m in height will likely attribute to consolidation settlement of the underlying soils and the geotechnical engineer should be provided with proposed earthworks levels to estimate settlement risks due to proposed earthworks when these are available.

#### 5.5 Slope Stability

Two slopes were observed within the site area. The first, located across the northern portion of the site, slopes downwards from the west to the east at approximately 2 to 5 degrees. The second slope grades downwards from the southern boundary to the north at approximately 4 to 6 degrees.

During our site walkover we did not note any tension cracks or hummocky ground within or immediately adjacent to the site that might indicate active or historical slope instability. Accordingly we consider the site in its current state to be at low risk of slope instability. ENGEO should be given the opportunity to review earthworks plans, particularly if retaining walls are proposed, to comment on site stability for the proposed development.

## 6 Geotechnical Recommendations

### 6.1 Building Foundations

We consider that conventional two- to three-storey residential units could be supported on shallow foundations. For preliminary design purposes, a Geotechnical Ultimate Bearing Capacity of 300 kPa is considered suitable for strip and pad foundations up to 1.5 m wide bearing on native soils (i.e. fully penetrating any pre-existing fill).

Based on our visual site observations and experience with similar soils to those encountered on-site, we consider that the preliminary Expansive Soils Site Class for the native alluvium material is 'H1 – Highly Expansive' in accordance with AS:2870. Accordingly, foundations should be specifically designed for the characteristic movement of 40 to 60 mm. We recommend that specialist laboratory testing (Shrink-Swell Index) laboratory testing is undertaken to confirm the site class once the earthworks concept is finalised.

### 6.2 Floor Live Loads

The proposed development plans indicate that a commercial building is proposed within the north-eastern corner of the site. At this stage, we have not been provided with the proposed building floor live loads (including racking loads). We consider that settlements beneath typical floor loads of up to 20 kPa will likely be within acceptable values. Where higher floor live loads are required or the proposed building use requires tighter than typical total or differential settlement criteria further analysis should be carried out.

It should be noted, however, that the calculations carried out to date are based on generic building footprints and locations. As such, we recommend that additional checks are carried out on final building platforms and loadings to confirm settlements are within acceptable ranges.

### 6.3 Retaining Wall Design

We have not been provided with a proposed earthworks plan for the development, however given existing site contours, it is likely that proposed earthworks may incorporate low retaining walls. The soil parameters presented in Table 2 may be used for the design of retaining walls.

Table 2: Retaining Wall Parameters

Material Type	Unit Weight (kN/m <sup>3</sup> )	Friction Angle degrees (°)	Interface Friction Angle degrees (°)	Effective Cohesion (c') (kPa)	Undrained Shear Strength (Su) (kPa)
Cohesive Engineered Fill	18	32	21	4	100
Cohesionless Engineered Fill	20	36	24	0	-
Puketoka Formation Soils	18	28	19	2	60

The design of rigid retaining walls such as basement retaining walls, i.e. walls that are retained from movement at the top, should be based on an 'at rest' lateral earth pressure coefficient ( $K_0$ ). Flexible walls that are free to deform or rotate at least 1% of the exposed wall height ( $H$ ) may be designed using an active soil coefficient ( $K_a$ ).

#### 6.4 Pavement Design

Scala penetrometer (CBR equivalent) testing was carried out across the site from the ground surface. Blow counts were variable due to the presence of undocumented fill.

A preliminary CBR of 4% for native soils may be used for preliminary design of the car parking and access roads. A CBR of 7% is considered appropriate for areas underlain by engineered fill. These values should be confirmed by further testing of the subgrade when stripped to finished levels.

#### 6.5 Pre-existing Fill

Pre-existing fill was encountered at some of the investigation locations across the site. The depths of fill ranged between 0.6 m and 1.4 m, although this is likely to vary significantly away from our investigation locations. The fill typically comprised gravel that has been placed to form the yard areas (particularly within the north-western portion of the site), which was then underlain by non-engineered cohesive fill, including silt and clay with minor sand and gravel inclusions. These materials are not considered suitable to remain in place beneath building foundations and therefore all building foundations will need to penetrate through these materials and found in the underlying native soils. Alternatively, the fill may be cut to waste and replaced with engineered fill to design levels.

Fill containing fibrous organics was encountered in borehole HA09, overlying buried topsoil to a total depth of 1.4 m below ground level. It is likely that this fill was placed across the existing overland flow path. The development plan shows that the alignment of the existing overland flow path comprises a reserve area. However, the filling may extend beyond the existing overland flow path underneath some of the proposed development areas. This fill is not suitable to remain beneath future roads and buildings, and as such an allowance should be made for undercuts in this area of the site.

Where materials are undercut, ENGEO will provide comment on the suitability of the materials to be incorporated back into the structural fills or to be added to unsuitable stockpiles (or removed from site). Additional remediation works, such as careful sorting and potentially lime stabilising the soil, will maximise the volume of soil that can be incorporated back into the fill.

#### 6.6 Further Work

- ENGEO should be consulted during earthworks design to provide advice on geotechnical risks associated with consolidation due to proposed filling associated with changes to the landform.
- Additional geotechnical laboratory testing should be undertaken to validate the expansive soil class for the site as this will have direct implications for foundation design.
- Deep machine borehole testing may be undertaken if further certainty is required around seismic soil class and consolidation settlement design.
- We recommend that foundation elements be designed by a chartered Professional Engineer practicing in foundation design.
- ENGEO should be given the opportunity to review the foundation design and earthworks drawings prior to submission for Building Consent.

## 7 Limitations

- i. We have prepared this report in accordance with the brief as provided. This report has been prepared for the use of our client, CPM 2019 Limited, their professional advisers and the relevant Territorial Authorities in relation to the specified project brief described in this report. No liability is accepted for the use of any part of the report for any other purpose or by any other person or entity.
- ii. The recommendations in this report are based on the ground conditions indicated from published sources, site assessments and subsurface investigations described in this report based on accepted normal methods of site investigations. Only a limited amount of information has been collected to meet the specific financial and technical requirements of the client's brief and this report does not purport to completely describe all the site characteristics and properties. The nature and continuity of the ground between test locations has been inferred using experience and judgement and it should be appreciated that actual conditions could vary from the assumed model.
- iii. Subsurface conditions relevant to construction works should be assessed by contractors who can make their own interpretation of the factual data provided. They should perform any additional tests as necessary for their own purposes.
- iv. This Limitation should be read in conjunction with the Engineering NZ/ACENZ Standard Terms of Engagement.
- v. This report is not to be reproduced either wholly or in part without our prior written permission.

We trust that this information meets your current requirements. Please do not hesitate to contact the undersigned or s 9(2)(a) if you require any further information.

Report prepared by



**Rhys Bridges**  
Geotechnical Engineer

Report reviewed by



**Heather Lyons, CMEngNZ (PEngGeol)**  
Associate Engineering Geologist

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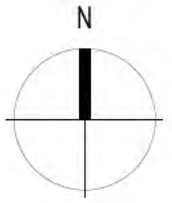
**APPENDIX 1:**  
Development Plan



**3 Bedroom Units - 155**  
(80 Kiwi Build, 75 Open Market)

**2 Bedroom Units - 89**  
(67 Kiwi Build, 22 Open Market)

**Total: 244 Units**  
Approximately 260 Car Parks  
(Excluding Public Road Parking)  
(Excluding Commercial Block)



Precedent

**DRAFT**

REV 05  
NOLA ESTATE - GLEN EDEN



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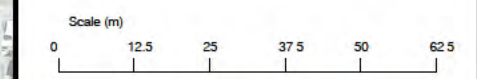
**APPENDIX 2:**  
Investigation Location Plan





- Notes:
1. Boundaries sourced from Quickmap Enterprise.
  2. Aerial image sourced from LINZ Data Service and licensed for re-use under the Creative Commons Attribution 4.0 New Zealand License (Auckland 0.075m Urban Aerial Photos 2017).
  3. Coordinate Origin: Mt Eden, Projection: Geodetic 2000.
  4. Contours sourced from Auckland Geomaps. (Licensed for re-use under the Creative Commons Attribution 4.0 International License). LINZ Lidar data.

- Legend
- Hand Auger Borehole test location
  - DCP test location
  - CPT test location
  - Approximate site boundary
  - Contour line/label (0.5m interval)



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Rev	Date	Description	Drwn	Chkd
-	11.8.20	Issue	DF	RB

Title:

**INVESTIGATION  
LOCATION PLAN**

Client: CPM 2019 Limited	Appendix:
Project: 460-478 West Coast Road & 317-345 Glengarry Road Glen Eden, Auckland	Designed: RB Drawn: DF Checked: RB Date: 11.8.20 Scale: 1:1250
Project No: 17569.000.000	Rev: 2 Size: A3

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**APPENDIX 3:**  
Investigation Logs and Scala Results

## LOG OF AUGER HA01

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 5 m  
Hole Diameter : 50 mm

Shear Vane No : 2093  
Logged By : HP  
Reviewed By : JC  
Latitude : -36.9087  
Longitude : 174.62728

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer						
										Blows per 100mm						
										2	4	6	8	10	12	
0.0	TS	OL	TOPSOIL					N/A								
0.5		CH	Silty CLAY with minor fine to coarse sand; greyish brown with orange and white mottles. High plasticity.					Vst-H	143/33							
0.8		SM	Silty fine to coarse SAND with minor clay; orange with white mottles. Well graded.					Vst	200+							
1.0			Silty CLAY with trace sand; white with orange and brown mottles. High plasticity.						130/49							
1.5			Becomes light orange brown with light grey streaks at 1.4 m depth.				M		150/41							
2.0			Becomes light orange with light grey and light red streaks at 2.0 m depth.						153/98							
2.5			Becomes wet at 2.5 m depth.						158/94							
3.0		CH						Vst-H	150/103							
3.5									120/88							
4.0			Becomes orange brown with light grey streaks at 4.0 m depth						120/81							
4.5			Becomes light blueish grey at 4.3 m depth.				W		101/65							
5.0			End of Hole Depth: 5 m Termination Condition: Target depth						153/114							
									160/112							
									200+							
									150/98							
									133/101							
									143/104							

GEOTECH HAND AUGER 2019.12.18 - GINT TEMPLATE.GPJ NZ DATA TEMPLATE 2.GDT 20-8-20

Hand auger met target depth at 5 m.  
Dip test showed standing water at 1.0 m depth.  
TS = Topsoil  
N/A = Not Assessed

## LOG OF AUGER HA02

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 5 m  
Hole Diameter : 50 mm

Shear Vane No : 2093  
Logged By : HP  
Reviewed By : JC  
Latitude : -36.909146  
Longitude : 174.627587

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer						
										Blows per 100mm						
										2	4	6	8	10	12	
0.5	FILL	OL	Organic clayey SILT with minor rootlets and trace sand; dark brown. Low plasticity [FILL].					H	UTP							
		ML	Clayey SILT with trace sand; light greyish brown with orange streaks. Low plasticity.					H	UTP							
1.0		CH	Silty CLAY with trace sand; light greyish brown with orange brown and light grey streaks. High plasticity.				M	Vst-H	200+	150/85						
1.5		ML	Clayey SILT with some fine to coarse sand; white and light orange. Low plasticity.					H	200+	UTP						
2.0		SM	Silty fine to coarse SAND with some clay; light orange and white. Well graded.					Vst	124/57							
2.5	PUKETOKA FORMATION	CH	Silty CLAY with trace sand; white with orange red and orange brown mottles. High plasticity.						106/65							
3.0		CH	Minor fine to medium sand encountered and becomes red with white and orange brown streaks from 2.4 m depth.					Vst	104/73							
3.5		CH	Silty CLAY with trace sand; mottled orange brown and light grey. High plasticity.						Vst	109/78						
4.0		CH					W	Vst	117/94							
4.5		CH						Vst	111/68							
4.5		ML	Clayey SILT with some fine to coarse sand; red with orange brown mottles. Low plasticity.					Vst	91/65							
5.0			End of Hole Depth: 5 m Termination Condition: Target depth						124/88							
									114/81							
									111/65							

GEOTECH HAND AUGER, 2019.12.18 - GINT TEMPLATE.GPJ, NZ DATA TEMPLATE 2.GDT, 20-8-20

Hand auger met target depth at 5 m.  
Dip test showed standing water at 2.2 m depth.  
TS = Topsoil  
UTP = Unable to Penetrate

## LOG OF AUGER HA03

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 3 m  
Hole Diameter : 50 mm

Shear Vane No : 2557  
Logged By : JM  
Reviewed By : JC  
Latitude : -36.909495  
Longitude : 174.627909

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer						
										Blows per 100mm						
										2	4	6	8	10	12	
0.0 - 0.5	TS	OL	TOPSOIL with gravel [FILL].					N/A								
0.5 - 1.0	FILL	ML	Clayey SILT with fine sand; dark brown with light brown and black mottles. Low plasticity [FILL].					VST	200+							
1.0 - 1.5	PUKETOKA FORMATION	CH	Silty CLAY; light brown with light grey streaks. High plasticity.				M		164/55							
1.5 - 2.0			Becomes light grey with light brown streaks at 1.9 m depth.						136/83							
2.0 - 2.5			Becomes wet at 2.5 m depth.						80/55							
2.5 - 3.0			Becomes light grey with light brown and red streaks at 2.8 m depth.						105/70							
3.0 - 3.5			Becomes light grey with light brown and red streaks at 2.8 m depth.						95/63							
3.0 - 3.5			End of Hole Depth: 3 m Termination Condition: Target depth				W	St-Vst	83/50							
3.5 - 4.0									77/41							
4.0 - 4.5									67/32							
4.5 - 5.0									79/47							

GEOTECH HAND AUGER\_2019.12.18 - GINT TEMPLATE.GPJ\_NZ DATA TEMPLATE 2.GDT\_20-8-20

Hand auger met target depth at 3 m.  
Standing groundwater was not encountered  
TS = Topsoil  
N/A = Not Assessed

## LOG OF AUGER HA04

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 5 m  
Hole Diameter : 50 mm

Shear Vane No : 2557  
Logged By : JM  
Reviewed By : JC  
Latitude : -36.910321  
Longitude : 174.628027

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer							
										Blows per 100mm							
										2	4	6	8	10	12		
0.0	TS	OL	TOPSOIL					N/A									
0.5			Silty CLAY; light brown with grey mottles. High plasticity.					St-Vst	101/32								
1.0			Becomes grey with light brown streaks at 1 m depth.						99/34								
1.5			Becomes grey at 1.6 m depth.					H	146/66								
2.0									200+								
2.5									200+								
3.0									196/73								
3.5									172/127								
4.0									164/128								
4.5									158/112								
5.0									152/105								
5.0									155/105								
5.0									111/79								
5.0									107/80								
5.0									101/73								
5.0									92/69								
5.0									86/64								
5.0			End of Hole Depth: 5 m Termination Condition: Target depth														

GEO TECH HAND AUGER 2019.12.18 - GINT TEMPLATE.GPJ NZ DATA TEMPLATE 2.GDT 20-8-20

Hand auger met target depth at 5 m.  
Standing groundwater was not encountered  
TS = Topsoil  
N/A = Not Assessed

## LOG OF AUGER HA05

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 3 m  
Hole Diameter : 50 mm

Shear Vane No : 2557  
Logged By : JM  
Reviewed By : JC  
Latitude : -36.910207  
Longitude : 174.62886

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer												
										Blows per 100mm												
										2	4	6	8	10	12							
0.0	TS	OL	TOPSOIL					N/A														
0.5	PUKETOKA FORMATION	ML	Clayey SILT; light brown with light grey streaks. High plasticity						146/44													
								VSt	164/47													
1.0			Becomes light grey at 0.9 m depth.											162/47								
1.5													H	200+								
2.0												M		200+								
2.5			Becomes light grey with light brown and red mottles at 2.1 m depth.						162/86													
								VSt	164/91													
									155/102													
									152/105													
3.0			End of Hole Depth: 3 m Termination Condition: Target depth						147/107													

GEOTECH HAND AUGER 2019.12.18 - GINT TEMPLATE.GPJ - NZ DATA TEMPLATE 2.GDT 20-8-20

Hand auger met target depth at 3 m.  
Standing groundwater was not encountered  
TS = Topsoil  
N/A = Not Assessed

## LOG OF AUGER HA06

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 5 m  
Hole Diameter : 50 mm

Shear Vane No : 2557  
Logged By : JM  
Reviewed By : JC  
Latitude : -36.9106  
Longitude : 174.629474

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer						
										Blows per 100mm						
										2	4	6	8	10	12	
0.0	TS	OL	TOPSOIL					Vst	164/41							
0.5			Silty CLAY; light grey with light brown and orange streaks. High plasticity.						114/47							
1.0									131/55							
1.5		CH						Vst	150/88							
2.0			Becomes light grey at 1.7 m depth.				M		150/92							
2.5									152/85							
3.0			Clayey SILT with fine sand; light grey. Low plasticity.						158/92							
3.5		ML						Vst	155/69							
4.0									111/50							
4.5			Silty CLAY; light grey. High plasticity.					St	99/79							
5.0		ML							82/63							
5.5			Clayey SILT; light grey. Low plasticity.				W		80/73							
6.0									83/76							
6.5									98/89							
7.0									114/88							
7.5									120/95							
End of Hole Depth: 5 m Termination Condition: Target depth																

GEOTECH HAND AUGER, 2019.12.18 - GINT TEMPLATE.GPJ, NZ DATA TEMPLATE 2.GDT, 20-8-20

Hand auger met target depth at 5 m.  
Dip test showed standing water at 3.2 m depth.  
TS = Topsoil



## LOG OF AUGER HA07

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 5 m  
Hole Diameter : 50 mm

Shear Vane No : 2557  
Logged By : JM  
Reviewed By : JC  
Latitude : -36.910063  
Longitude : 174.629567

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer							
										Blows per 100mm							
										2	4	6	8	10	12		
0.0	TS	OL	TOPSOIL					N/A									
0.2		CH	Silty CLAY; dark brown with dark grey and light brown streaks. High plasticity.					vst	120/38								
0.5		CH	Silty CLAY; light grey with orange streaks. High plasticity.						137/54								
1.0									136/58								
1.5							M	vst	140/80								
1.7			Becomes light grey at 1.7 m depth.						146/88								
2.0									131/77								
2.5			Becomes wet at 2.5 m depth.						117/61								
2.5		CH					W	St	93/58								
3.0			Poor recovery due to saturated soil from 3 to 5 m depth.						73/41								
3.0									72/39								
3.5									69/35								
4.0							S	St-Vst	76/47								
4.0									73/48								
4.5									76/61								
4.5									102/74								
5.0									114/82								
5.0			End of Hole Depth: 5 m Termination Condition: Target depth														

GEO TECH HAND AUGER 2019.12.18 - GINT TEMPLATE.GPJ - NZ DATA TEMPLATE 2.GDT 20-8-20

Hand auger met target depth at 5 m.  
Dip test showed standing water at 1.3 m depth.  
TS = Topsoil

## LOG OF AUGER HA08

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 3 m  
Hole Diameter : 50 mm

Shear Vane No : 2524  
Logged By : GOK  
Reviewed By : JC  
Latitude : -36.909568  
Longitude : 174.629639

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer								
										Blows per 100mm								
										2	4	6	8	10	12			
0.0	TS	OL	TOPSOIL					N/A										
0.5	PUKETOKA FORMATION	CH	Silty CLAY; grey. High plasticity.				M	St-VS1	104/39									
									131/56									
1.0									130/67									
									131/71									
1.5									143/83									
									156/86									
2.0									91/55									
									88/62									
2.5									104/74									
3.0									96/45									
3.0	End of Hole Depth: 3 m Termination Condition: Target depth																	
3.5																		
4.0																		
4.5																		
5.0																		

GEOTECH HAND AUGER 2019.12.18 - GINT TEMPLATE.GPJ - NZ DATA TEMPLATE 2.GDT 20-8-20

Hand auger met target depth at 3 m.  
Dip test showed standing water at 2.2 m depth.  
TS = Topsoil  
N/A = Not Assessed

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 4.2 m  
Hole Diameter : 50 mm

Shear Vane No : 2093  
Logged By : HP  
Reviewed By : JC  
Latitude : -36.909693  
Longitude : 174.628903

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer					
										Blows per 100mm					
										2	4	6	8	10	12
0.0 - 0.5	TOPSOIL	OL	TOPSOIL					vst	182/81						
0.5 - 1.0	FILL	ML CH	Clayey SILT with intermixed topsoil and minor rootlets; dark grey with orange brown mottles. Low plasticity [FILL]. Silty CLAY with intermixed topsoil, fibrous organics and trace sand; grey. High plasticity [FILL].				M	vst vst	101/36 101/29						
1.0 - 1.5	BTS	CH	Organic silty CLAY with trace sand and rootlets; dark brown. High plasticity [BURIED TOPSOIL]. Encountered bark at 1.35 m depth.					st	62/20						
1.5 - 2.0	PUKETOKA FORMATION	CH	Silty CLAY with trace sand and minor fibrous organics; grey with black streaks. Low plasticity. Some fine to coarse sand encountered from 1.8 m depth.			▼		st	52/36 65/44						
2.0 - 2.5		CH	Silty CLAY with minor fibrous organics; light grey with black streaks. High plasticity.				W	st	73/62 60/39						
2.5 - 3.0		OH	Organic silty CLAY; black. High plasticity.					vst	78/49 86/57						
3.0 - 4.0	CH	Silty CLAY; light blueish grey. High plasticity.					vst	133/62 137/98							
4.0 - 4.2	End of Hole Depth: 4.2 m Termination Condition: Target depth								145/114						

GEOTECH HAND AUGER\_2019.12.18 - GINT TEMPLATE.GPJ - NZ DATA TEMPLATE 2.GDT 20-8-20

Hand auger met target depth at 4.2 m.  
Dip test showed standing water at 1.8 m depth.  
BTS = Buried Topsoil

## LOG OF AUGER HA10

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 4.2 m  
Hole Diameter : 50 mm

Shear Vane No : 2524  
Logged By : GOK  
Reviewed By : JC  
Latitude : -36.909287  
Longitude : 174.629284

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remolded	Scala Penetrometer						
										Blows per 100mm						
										2	4	6	8	10	12	
0.0	TS	OL	TOPSOIL					N/A								
0.5			Silty CLAY; brown. High plasticity.						95/31							
1.0						▼			99/55							
1.5									88/45							
2.0			Becomes grey at 1.9 m depth.						93/52							
2.5								St	65/42							
3.0								M	83/52							
3.5			Becomes dark brown at 3.5 m depth.						75/42							
4.0									82/47							
4.5									91/60							
5.0									91/52							
									141/34							
									119/55							
									91/55							
			End of Hole Depth: 4.2 m Termination Condition: Target depth													

GEO TECH HAND AUGER 2019.12.18 - GINT TEMPLATE.GPJ - NZ DATA TEMPLATE 2.GDT 20-8-20

Hand auger met target depth at 4.2 m.  
Dip test showed standing water at 1.0 m depth.

## LOG OF AUGER HA11

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 5 m  
Hole Diameter : 50 mm

Shear Vane No : 2524  
Logged By : GOK  
Reviewed By : JC  
Latitude : -36.909367  
Longitude : 174.628576

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer														
										Blows per 100mm														
										2	4	6	8	10	12									
0.0	TS	OL	TOPSOIL					N/A																
0.0 - 0.2	FILL	ML	Sandy SILT; orange brown with light grey mottles. Low plasticity [FILL].				D	H	UTP															
0.2 - 0.5		CH	Silty CLAY; dark brown with orange mottles. Low plasticity [FILL].						vst	135/73														
0.5 - 1.0	PUKETOKA FORMATION	CH	Silty CLAY; brown with orange and grey mottles. High plasticity.				M		117/60	84/42	96/45	100/43	79/36	82/40	60/29									
1.0 - 1.5																								
1.5 - 2.0																								
2.0 - 2.5																								
2.5 - 3.0																								
3.0 - 3.5											Becomes wet at 2.8 m depth.													
3.5 - 4.0											Becomes saturated at 3.1 m depth.													
4.0 - 4.5																								
4.5 - 5.0											Becomes grey at 4.1 m depth.				S									
5.0									End of Hole Depth: 5 m Termination Condition: Target depth															

GEOTECH HAND AUGER, 2019.12.18 - GINT TEMPLATE.GPJ, NZ DATA TEMPLATE 2.GDT, 20-8-20

Hand auger met target depth at 5 m.  
Dip test showed standing water at 1.4 m depth.  
TS = Topsoil  
N/A = Not Assessed

## LOG OF AUGER HA12

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 5 m  
Hole Diameter : 50 mm

Shear Vane No : 2524  
Logged By : GOK  
Reviewed By : JC  
Latitude : -36.908914  
Longitude : 174.6291

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer							
										Blows per 100mm							
										2	4	6	8	10	12		
0.0	TS	OL	TOPSOIL					N/A									
0.0 - 0.5			Silty CLAY; brown with orange and grey mottles. High plasticity.						104/39								
0.5 - 1.0			Becomes light brown with orange and grey mottles at 1.0 m depth.				M		104/67								
1.0 - 1.5									117/80								
1.5 - 2.0									109/67								
2.0 - 2.5			Becomes brown at 2.0 m depth.						90/53								
2.5 - 3.0			Becomes wet at 2.2 m depth.				W		96/65								
3.0 - 3.5			Becomes saturated at 2.4 m depth.						67/38								
3.5 - 4.0									78/52								
4.0 - 4.5									78/38								
4.5 - 5.0			Becomes grey at 3.6 m depth.				S		75/39								
									75/35								
									80/43								
									78/39								
									77/36								
									119/65								
									117/70								
			End of Hole Depth: 5 m Termination Condition: Target depth														

Hand auger met target depth at 5 m.  
Dip test showed standing water at 1.9 m depth.  
TS = Topsoil  
N/A = Not Assessed

GEO TECH HAND AUGER 2019.12.18 - GINT TEMPLATE.GPJ NZ DATA TEMPLATE 2.GDT 20-8-20

## LOG OF AUGER HA13

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 3 m  
Hole Diameter : 50 mm

Shear Vane No : 2524  
Logged By : GOK  
Reviewed By : JC  
Latitude : -36.908478  
Longitude : 174.62894

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer							
										Blows per 100mm							
										2	4	6	8	10	12		
0.0	TS	OL	TOPSOIL					N/A									
0.5	PUKETOKA FORMATION	CH	Silty CLAY; light brown with light grey and orange streaks. High plasticity.  Becomes light grey with orange streaks at 0.7 m depth.  Becomes light grey with light brown and red streaks at 2.6 m depth. Becomes wet at 2.8 m depth.			▼	M	vst	134/55								
									104/57								
1.0									114/65								
1.5									129/79								
2.0									106/62								
2.5									104/58								
3.0							W	106/64									
3.0	End of Hole Depth: 3 m Termination Condition: Target depth																
3.5																	
4.0																	
4.5																	
5.0																	

GEOTECH HAND AUGER 2019.12.18 - GINT TEMPLATE.GPJ - NZ DATA TEMPLATE 2.GDT 20-8-20

Hand auger met target depth at 3 m.  
Dip test showed standing water at 1.2 m depth.  
TS = Topsoil  
N/A = Not Assessed

## LOG OF AUGER HA14

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 0.1 m  
Hole Diameter : 50 mm

Shear Vane No : 2093  
Logged By : HP  
Reviewed By : JC  
Latitude :  
Longitude :

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remolded	Scala Penetrometer						
										Blows per 100mm						
										2	4	6	8	10	12	
0.0	F	GW	Fine to Coarse Gravel; Grey. Well Graded [FILL]. End of Hole Depth: 0.1 m Termination Condition: Practical refusal				D	VD								>>
0.5																
1.0																
1.5																
2.0																
2.5																
3.0																
3.5																
4.0																
4.5																
5.0																

Hand auger met practical refusal at 0.1 m depth .  
Standing groundwater was not encountered  
F = Fill



## LOG OF AUGER HA15

Geotechnical Investigation  
West Coast and Glengarry Road  
Glen Eden, Auckland

Client : CPM 2019 Limited  
Client Ref. : 17569.000.000  
Date : 3/08/2020  
Hole Depth : 5 m  
Hole Diameter : 50 mm

Shear Vane No : 2093  
Logged By : HP  
Reviewed By : JC  
Latitude : -36.908361  
Longitude : 174.628442

Depth (m BGL)	Material	USCS Symbol	DESCRIPTION	Graphic Symbol	Elevation (mRL)	Water Level	Moisture Cond.	Consistency/ Density Index	Shear Vane Undrained Shear Strength (kPa) Peak/Remoulded	Scala Penetrometer					
										Blows per 100mm					
										2	4	6	8	10	12
0.0 - 0.5	TOPSOIL	OL	TOPSOIL					Vst	111/44						
0.5 - 0.8	FILL	CH	Silty CLAY with intermixed topsoil and trace sand; dark brown with orange and greyish brown mottles. High plasticity [FILL].					Vst	137/52						
0.8 - 1.2	PUKETOKA FORMATION	CH	Silty CLAY with trace sand; greyish brown with orange brown streaks. High plasticity.					Vst	120/55						
1.2 - 1.9		CH	Silty CLAY; light grey with dark orange and orange brown streaks. High plasticity.						124/73						
1.9 - 2.0		CH	Encountered light greyish red with reddish orange and orange streaks from 3.4 m depth.				M		143/106						
2.0 - 2.5		CH							143/106						
2.5 - 3.4	CH		Encountered light greyish red with reddish orange and orange streaks from 3.4 m depth.					St-Vst	166/111						
3.4 - 3.8	CH		Encountered light greyish red with reddish orange and orange streaks from 3.4 m depth.					St-Vst	160/98						
3.8 - 4.0	CH		Silty CLAY with minor fine to medium sand; light orange. High plasticity.					St-Vst	117/54						
4.0 - 4.4	CH		Silty CLAY with minor fine to medium sand; light orange. High plasticity.				W	St-Vst	127/86						
4.4 - 4.8	CH		Encountered some fine to medium sand and becomes mottled red, pink and orange brown from 3.8 m depth.					St-Vst	98/81						
4.8 - 5.0	NO RECOVERY	NR	No Recovery due to groundwater and saturated material. Inferred silty CLAY with some fine to medium sand; light orange with red, pink and orange brown mottles. High plasticity.				S	St-Vst	137/65						
5.0			End of Hole Depth: 5 m Termination Condition: Target depth						68/52						
									111/78						
									94/75						
									99/83						

GEOTECH HAND AUGER, 2019.12.18 - GINT TEMPLATE.GPJ, NZ DATA TEMPLATE 2.GDT, 20-8-20

Hand auger met target depth at 5 m.  
Dip test showed standing water at 1.9 m depth.

### Scala Penetrometer Testing

**Client:** CPM 2019 Ltd

**ENGEO Ref:** 17569.000.000

**Project:** West Coast Road & Glengarry Road

**Date:** 3/08/2020

**Location:** See ILP

**By:** HP/JM

Test No. DCP01		Test No. DCP02		Test No. DCP03		Test No. DCP04	
Depth (mm)	Blows	Depth (mm)	Blows	Depth (mm)	Blows	Depth (mm)	Blows
100	2	100	0	100	0	100	1
200	1	200	4	200	1	200	1
300	3	300	2	300	1	300	2
400	3	400	5	400	2	400	2
500	2	500	3	500	2	500	3
600	3	600	2	600	3	600	2
700	2	700	3	700	2	700	3
800	1	800	1	800	3	800	2
900	2	900	2	900	2	900	2
1000		1000		1000		1000	

Test No. DCP05		Test No. DCP06		Test No. DCP07		Test No. DCP08	
Depth (mm)	Blows	Depth (mm)	Blows	Depth (mm)	Blows	Depth (mm)	Blows
100	1	100	0	100	1	100	20+
200	1	200	1	200	1	200	
300	3	300	2	300	0	300	
400	2	400	2	400	1	400	
500	2	500	2	500	2	500	
600	2	600	2	600	1	600	
700	2	700	2	700	2	700	
800	1	800	2	800	1	800	
900	2	900	2	900	2	900	
1000		1000		1000		1000	

Test No. DCP09		Test No.		Test No.		Test No.	
Depth (mm)	Blows	Depth (mm)	Blows	Depth (mm)	Blows	Depth (mm)	Blows
100	4	100		100		100	
200	3	200		200		200	
300	2	300		300		300	
400	3	400		400		400	
500	3	500		500		500	
600	3	600		600		600	
700	4	700		700		700	
800	3	800		800		800	
900	3	900		900		900	
1000		1000		1000		1000	

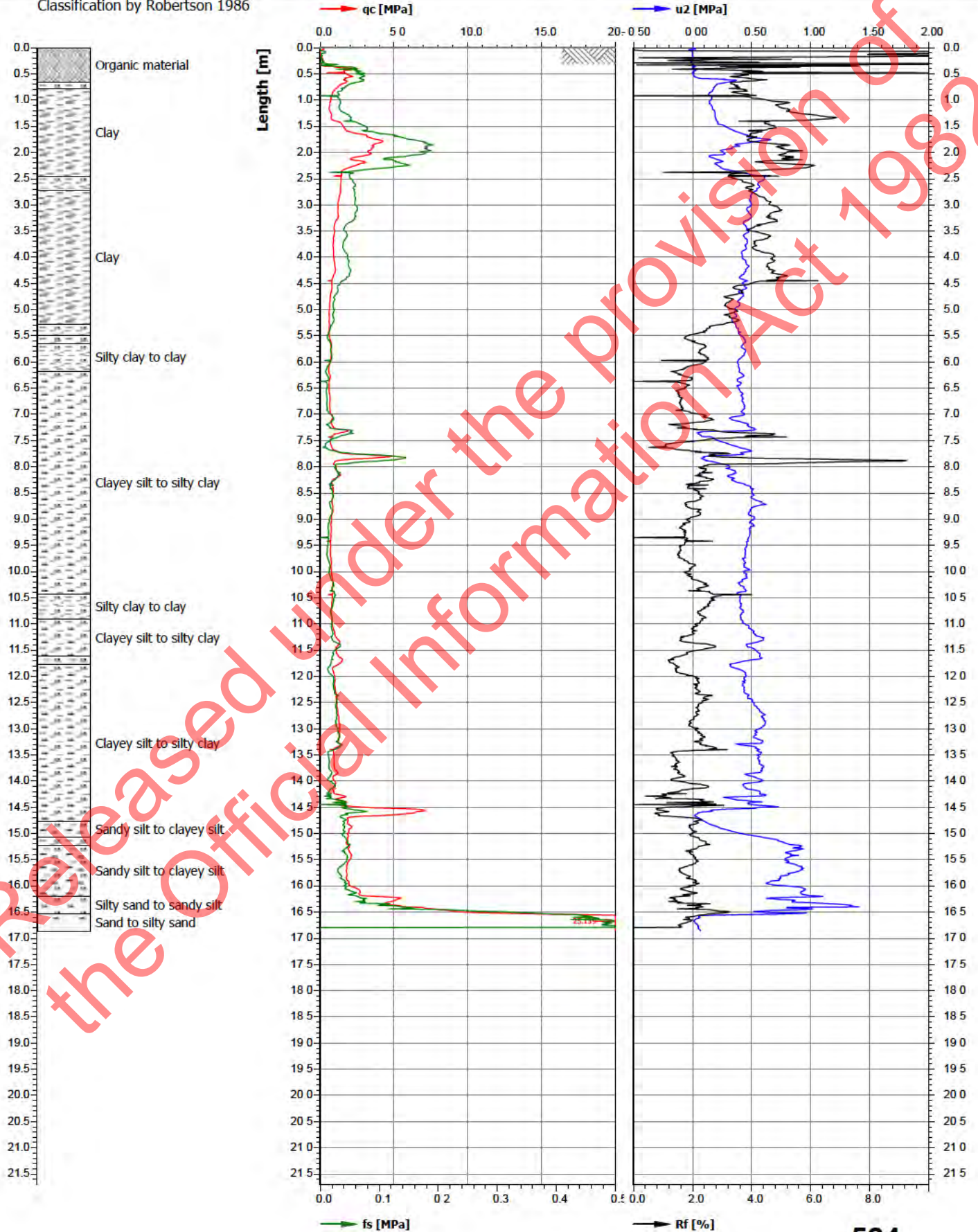
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**APPENDIX 4:**

Cone Penetration Testing (CPT) Testing

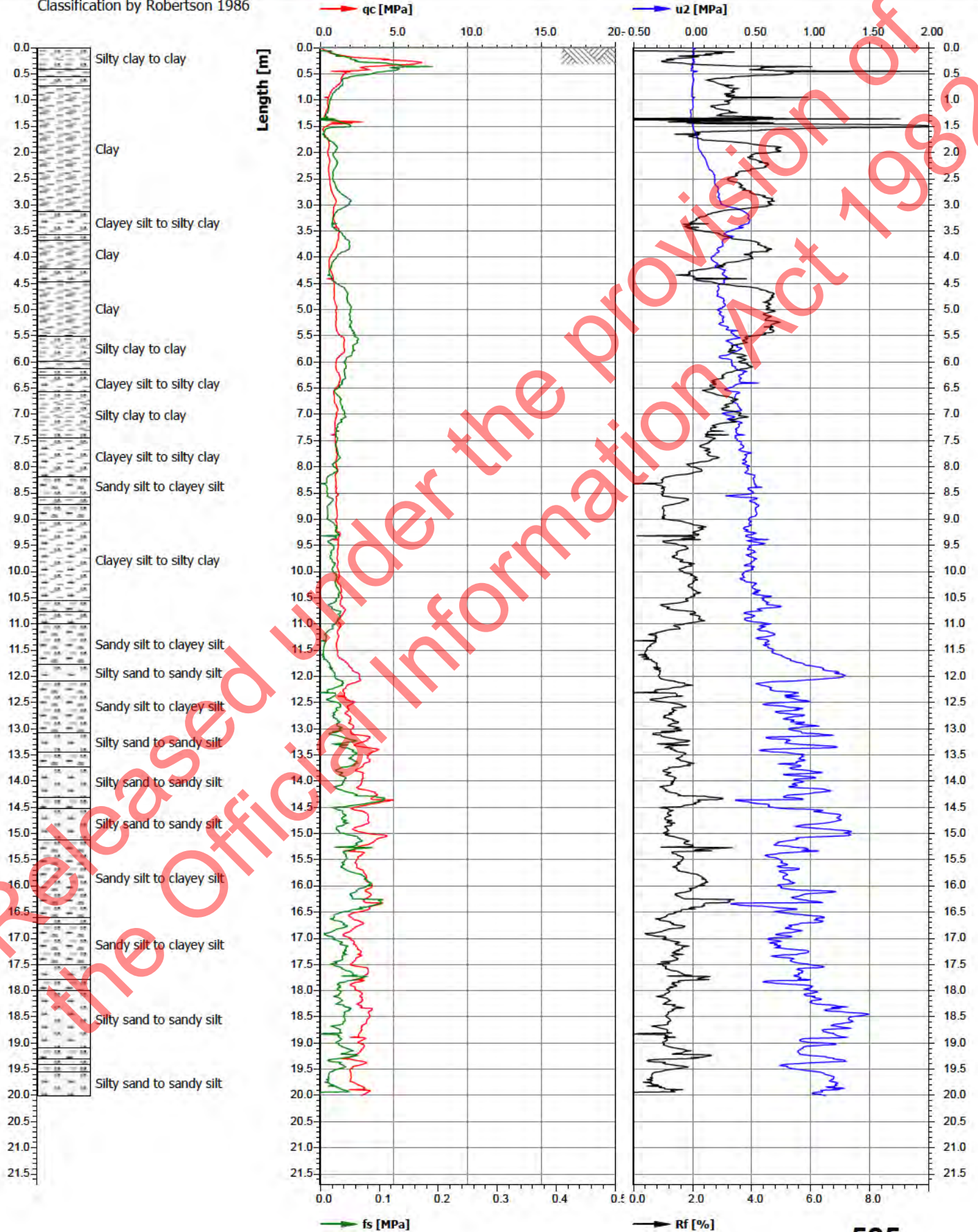
<b>PRO-DRILL</b> SPECIALIST DRILLING ENGINEERS	Project name	Engeo345GlengarryRd		Date investigation	3/08/2020	
	Test name	CPT01		Cone name	S10CFIIP.1754	
Test location name	Client	ENGE0		Net surface area quotient of ...	0.850/0.000	Nominal surface area of cone...
X coordinate [m]/Y coordinat...	Project contractors	0.00/0.00		Fig. no.:		
Z value [m]	Project engineer	0.00		Scale	1:100	Page
Remarks1					1/1	

Classification by Robertson 1986



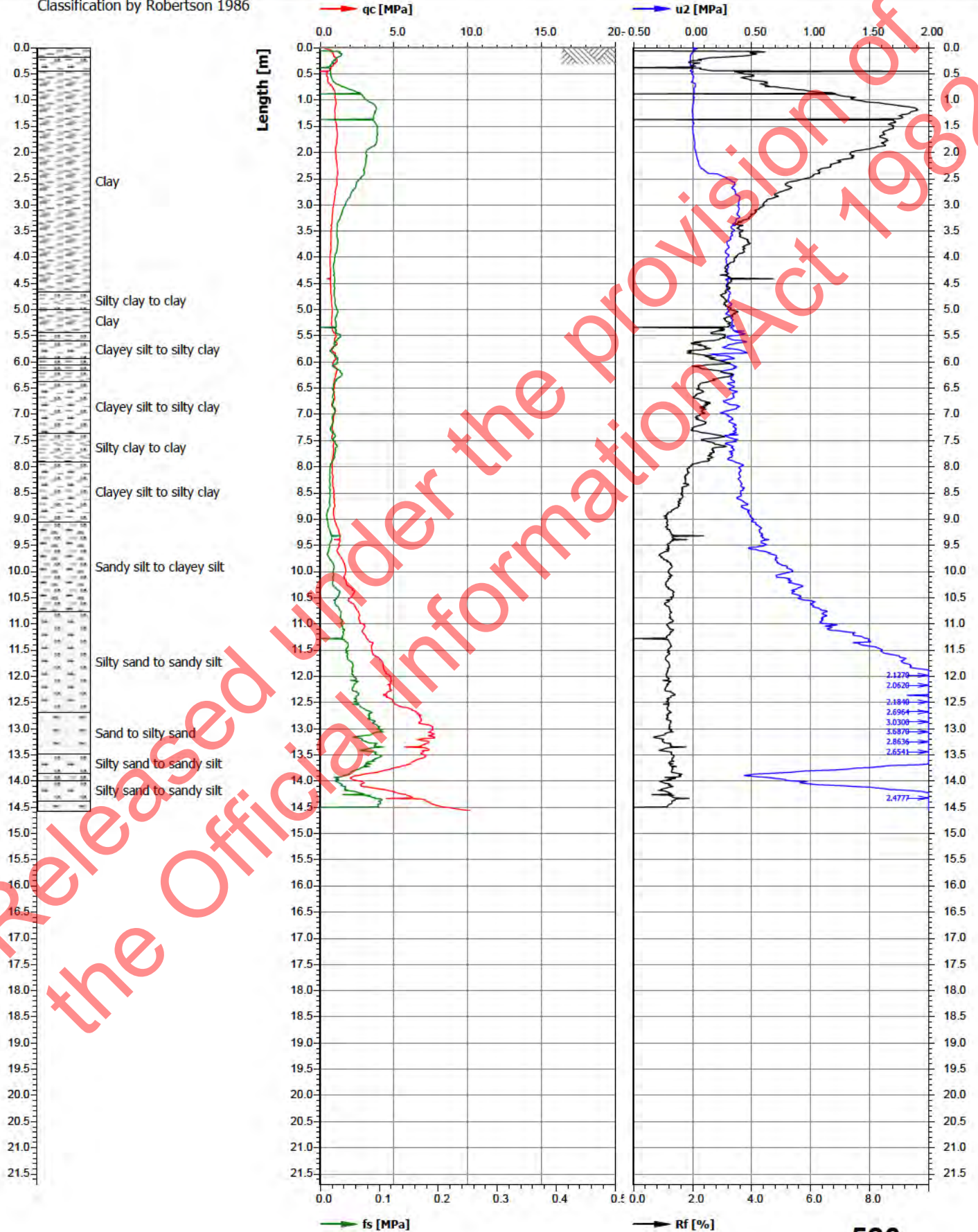
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	Test name	CPT02		Cone name	S10CFIIP.1754	
Test location name	Client	ENGEO		Net surface area quotient of ...	0.850/0.000	Nominal surface area of cone...
X coordinate [m]/Y coordinat...	Project contractors	0.00/0.00		Fig. no.:		
Z value [m]	Project engineer	0.00		Scale	1:100	Page
Remarks1					1/1	

Classification by Robertson 1986



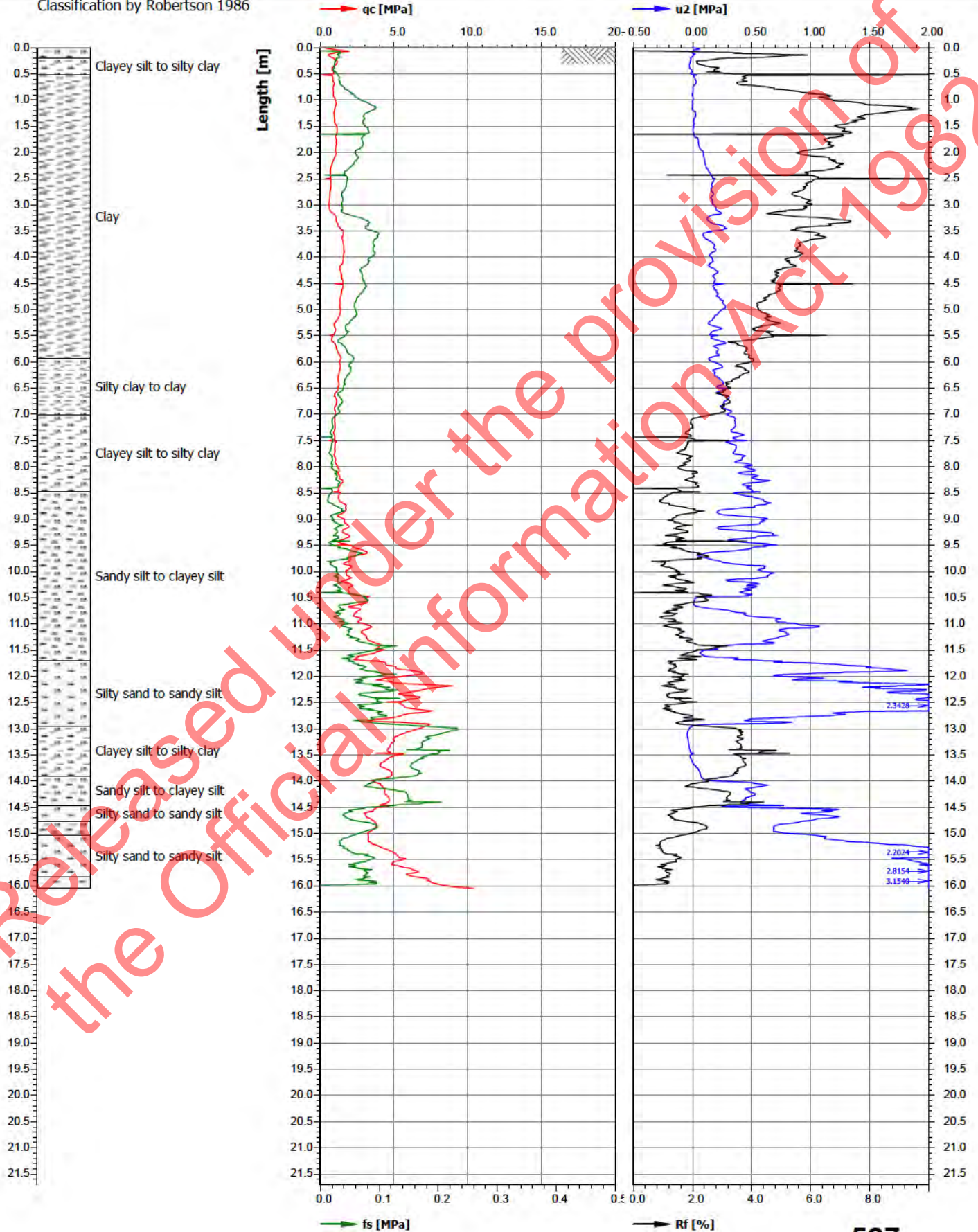
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	Test name	CPT03		Cone name	S10CFIIP.1754	
Test location name	Client	EN GEO		Net surface area quotient of ...	Nominal surface area of cone...	
X coordinate [m]/Y coordinat...	Project contractors	0.00/0.00		0.850/0.000	10.0/150.0	
Z value [m]	Project engineer	0.00		Fig. no.:		
Remarks1				Scale	1:100	Page
						1/1

Classification by Robertson 1986



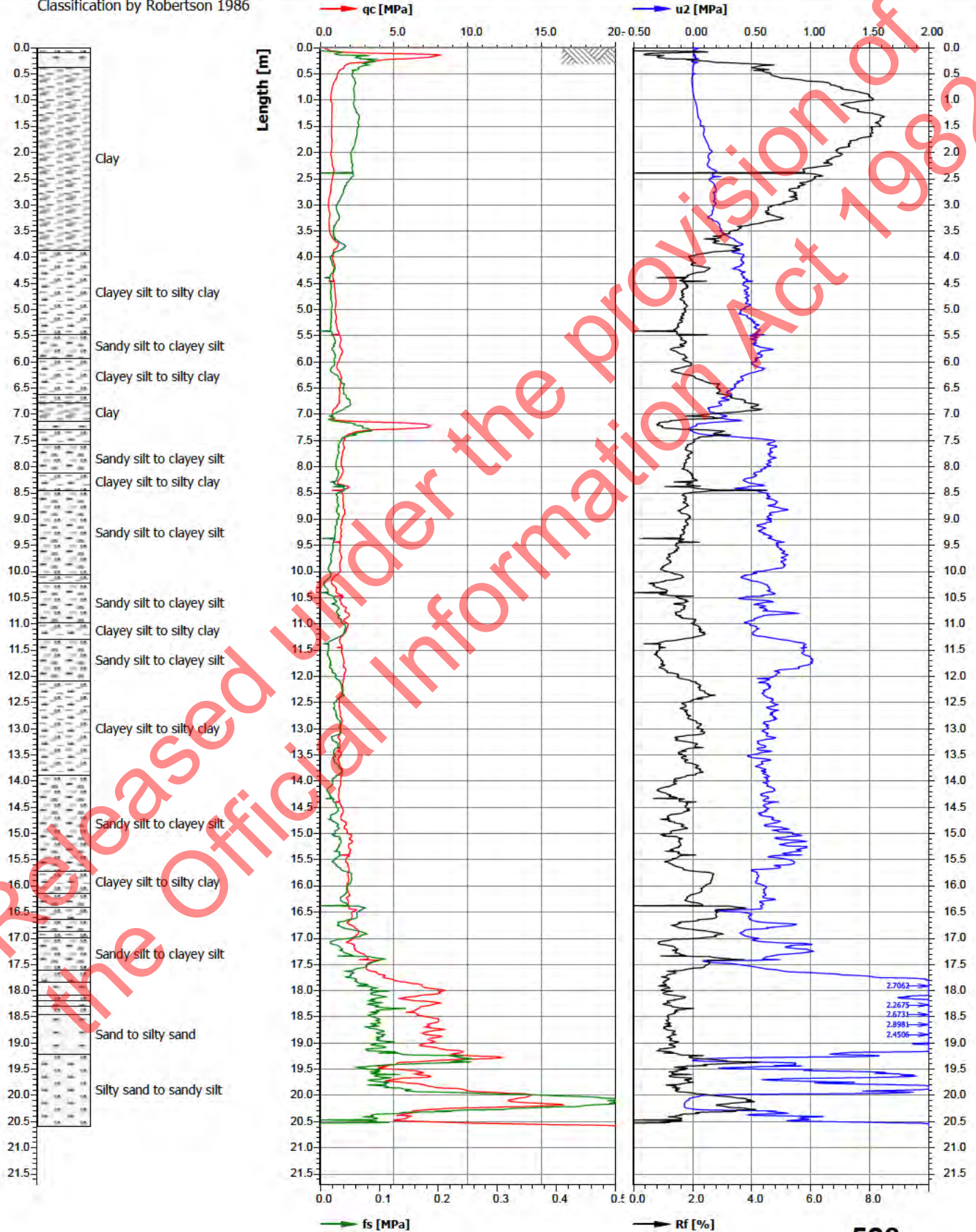
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	Test name	CPT04		Cone name	S10CFIIP.1754	
Test location name	Client	ENGE0		Net surface area quotient of ...	Nominal surface area of cone...	
X coordinate [m]/Y coordinat...	Project contractors			0.850/0.000	10.0/150.0	
Z value [m]	Project engineer			Fig. no.:		
0.00				Scale	1:100	Page
Remarks1						1/1

Classification by Robertson 1986



<b>PRO-DRILL</b> SPECIALIST DRILLING ENGINEERS	Project name	Engeo345GlengarryRd		Date investigation	3/08/2020	
	Test name	CPT05		Cone name	S10CFIIP.1754	
Test location name	Client	ENGE0		Net surface area quotient of ...	Nominal surface area of cone...	
X coordinate [m]/Y coordinat...	Project contractors			0.850/0.000	10.0/150.0	
Z value [m]	Project engineer			Fig. no.:		
0.00				Scale	1:100	Page
Remarks1						1/1

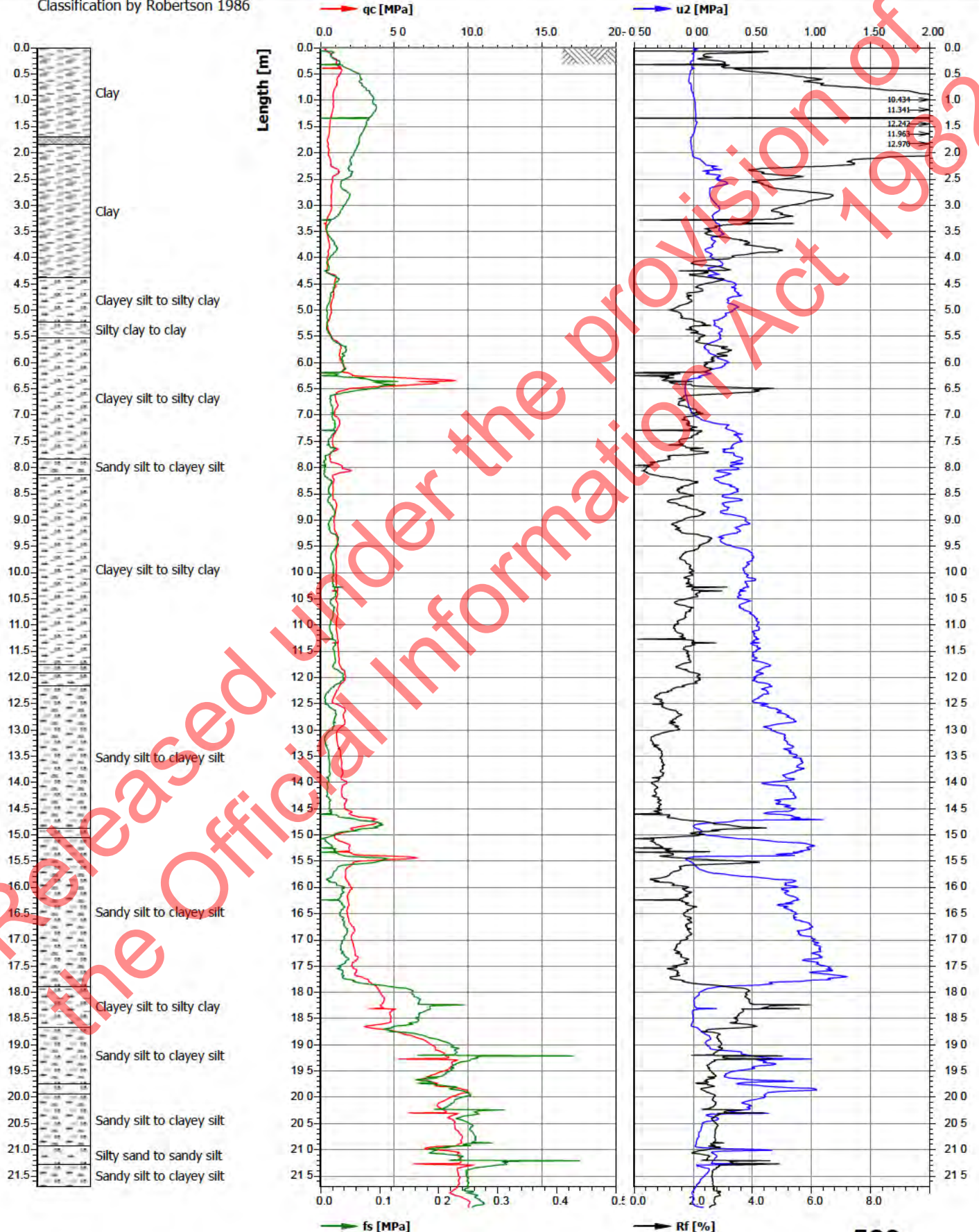
Classification by Robertson 1986





<b>PRO-DRILL</b> SPECIALIST DRILLING ENGINEERS	Project name	Engeo345GlengarryRd		Date investigation	3/08/2020	
	Test name	CPT06		Cone name	S10CFIIP.1754	
Test location name	Client	ENGE0		Net surface area quotient of ...	Nominal surface area of cone...	
X coordinate [m]/Y coordinat...	Project contractors			0.850/0.000	10.0/150.0	
Z value [m]	Project engineer			Fig. no.:		
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Remarks1						1/2

Classification by Robertson 1986



<b>PRO-DRILL</b> SPECIALIST DRILLING ENGINEERS	Project name	Engeo345GlengarryRd		Date investigation	3/08/2020	
	Test name	CPT06		Cone name	S10CFIIP.1754	
Test location name	Client	ENGE0		Net surface area quotient of ...	0.850/0.000	Nominal surface area of cone...
X coordinate [m]/Y coordinat...	Project contractors	0.00/0.00		Fig. no.:		
Z value [m]	Project engineer	0.00		Scale	1:100	Page
Remarks1					2/2	

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