
WAIKANAE NORTH DEVELOPMENTS LIMITED

SECTION 53 COMMENTS RESPONSE - Ātiawa ki Whakarongotai Charitable Trust

1. Purpose and scope

This report responds to the comments received from Ātiawa ki Whakarongotai Charitable Trust (the Trust) under section 53 of the Fast-track Approvals Act 2024 on the Waikanae North Development substantive application (FTAA-2603-1194). It forms part of a set comprising a covering report addressing planning, legal and conditions matters, individual expert discipline reports for relevant topics, and a tabulated response covering every comment received.

Two themes run through this report and are supported by the record. The first is that the applicant has engaged with Te Ātiawa ki Whakarongotai extensively and at its own cost, for more than four and a half years, and that every matter raised in the Trust's Interim Cultural Impact Assessment has been met with a concrete response - in the design of the project, in the proposed conditions of consent, or in the further commitments the applicant now places on the record in this response. The second is that, in response to the matters the Trust has raised with the Panel, the applicant is willing to commit to a substantial package of measures - including the transfer of land of cultural and ecological significance and a secured kaitiaki role in future management of open space areas.

Some of the matters raised cannot properly form conditions of consent, and some requests for specific outcomes or processes do not sit comfortably within the jurisdiction or function of the Panel as it considers the application.

The applicant has enjoyed working with Te Ātiawa ki Whakarongotai over many years, and looks forward to continuing to do so as the development progresses.

The applicant has also engaged with the comments from Ngā Hapū o Ōtaki and provides a separate response to the matters raised.

2. Site history

The application site lies within a dune and wetland landscape with a documented history of pre-European Māori use. Twenty-one archaeological sites are recorded within the project area, predominantly shell middens. The M2PP (Kāpiti Expressway) archaeological programme, which recorded over 235 sites across the broader coast, established that midden sites of this kind represent transient, seasonal occupation - groups travelling by waka to harvest coastal resources and process them on the dunes beside navigable wetlands - rather than permanent settlement, and the Archaeological Effects Assessment (Appendix 27) records no evidence of any permanent occupation, wāhi tapu or battle sites within the project area. The comments received do not contradict this finding.

The site is not identified in the District Plan as a site of significance i.e. the District Plan does not identify any waahi tapu, historic heritage or any other overlay or notation of historic or cultural relevance on the site.

Historical survey plans and the maps compiled by Wakahuia Carkeek (1966) record named places within or adjacent to the site, among them Ngāpara Swamp, Omatuku, Paetawa, Te Maire, Rangiora, Hiwi-o-te-ngarara and Kawakahia Lagoon, with the Kūkūtauākī Stream to the north marking the boundary between Ātiawa and Ngāti Raukawa tribal land following the battle of Haowhenua.

The application site, formerly part of the Kūkūtauākī No. 1, Ngāwhakangutu No. 1 and Ngarara blocks, was sold to the Brown family in freehold in the 19th century by Wi Parata (in an arms-length commercial transaction - it was not confiscated or otherwise alienated under grievance) and it has been in continuous pastoral and forestry use since at least the 1940s, with exotic tree plantations established on the higher dune areas by 1998. The Brown family then sold the block to WNDL, making WNDL the second owner of the site following its original sale from Wi Parata.

3. Overview: engagement record and the applicant's commitments

Engagement with the Ātiawa ki Whakarongotai Charitable Trust began in October 2021, well before the project was referred under the Fast-track legislation, has continued without interruption to the date of this response and will be ongoing through to completion of the land development.

The Trust provided a preliminary site-values memorandum on 8 February 2022. A preliminary master plan was then developed and shared with the Trust in 2023. Key site features were identified and outcomes sought in respect of those were respected and responded to. Favourable feedback was received at an on-site hui in August 2023 and positive kōrero continued through 2023 and 2024.

An updated master plan was subsequently developed and provided and in August 2025 the Trust provided an Interim Cultural Impact Assessment, commissioned and funded by WNDL. The residual areas identified as being of cultural concern have informed and organised the applicant's response since that time.

Before lodgement, WNDL shared its draft technical reports with the Trust on 4 February 2026 and a draft suite of iwi-related conditions on 18 March 2026, in each case for review and comment, and a hui was held on 7 April 2026 to discuss that material.

Engagement has continued since lodgement, including hui and regular exchanges through May, June and July, directed at the two avenues the Trust itself identifies for resolving its concerns: a direct agreement between the parties, and a suite of conditions for the Panel's adoption.

The applicant has adopted a deliberate two-track approach to addressing matters raised by the Trust. Matters suited to being secured through the consenting process – stormwater effects and water quality, accidental discovery, kaitiaki monitoring, iwi input to restoration and streetscape planting, road naming – are all embedded in the project design and the proposed conditions.

Matters that are considered more relational or commercial in nature – such as mahinga kai access, cultural narrative and pou, nursery supply and planting contracts, and land exchange - have been the subject of direct discussion with the Trust.

On 19 April 2026, WNDL provided the Trust with a briefing addressing the matters raised in the Interim CIA and cross-referencing the specific measures responding to it. That briefing is at Appendix 3.

In response to the matters the Trust has now raised on the record with the Panel, the applicant confirms that it is willing to commit - through consent conditions, registered instruments or a

direct agreement with the Trust, whichever mechanism best secures each measure - to the package summarised in the table at Appendix 1 and further detailed at Topic C15.

That package includes: the transfer to the Trust, fully restored at WNDL's cost, of the Peka Peka Road Swamp (to the extent it extends into the WNDL site, approximately 9,942 m², Lot 5314) and the highest part of the dune sequence (approximately 2,350 m², Lot 5316¹) - in an endeavour to restore severed connections between Te Ātiawa ki Whakarongotai and their cultural landscape (including any severance that is claimed to have been caused following the arms-length sale of the site by Wi Parata); a formalised kaitiaki role for the Trust in the wetland open-space areas, supported by a long-term management framework intended to be developed with the Kāpiti Coast District Council; a mahinga kai access protocol; funded interpretation panels telling the story of the site's landscape and cultural history, provision for pou and tohu, and consultation on street and reserve names; preferred-supplier arrangements for the supply of eco-sourced native plants and restoration planting (a request also made by Ngā Hapū o Ōtaki); a fill and metal approval protocol; and a contribution to the Trust's cost of participation in the FTAA process.

In the applicant's experience this is a significant and very generous package for a private development of this kind.

The Trust's own section 53 comment acknowledges "the willingness of WNDL to discuss our concerns" and "the significant efforts of both parties to arrive at an agreement"; it recognises "the ambitious effects management package set out by WNDL for wetland restoration, public open space, and sites of ecological and cultural significance"; and it supports "the programme for maintaining and enhancing those values."

The Trust says it is unable to support the application as presented at this time because the direct agreement and the conditions suite are not concluded - not because the applicant has failed to respond to the effects identified.

The applicant notes that it has sought the Trust's feedback on the draft conditions of consent since before lodgement, and that no substantive feedback on those conditions has yet been received.

The commitments recorded in this response are intended to give the Panel certainty on the substance of the offer that has been put forward by the applicant to address the matters raised - whether or not a concluded side agreement is achieved, and the balance of this report demonstrates the point topic by topic.

The table at Appendix 1 outlines each matter raised by the Trust, WNDL's response to it, and how it has been addressed to date. It also identifies matters that have been the subject of side-agreement discussion that WNDL considers could also be secured by conditions of consent.

WNDL remains willing to agree suitable conditions with the Trust, and to continue discussions directed towards concluding an appropriate and satisfactory side agreement between the parties. It does not, however, consider that the Panel has a role in conducting or facilitating a private negotiation to conclude that agreement.

It is important to note that an agreement resolving all cultural matters is not a necessary pre-condition. There are numerous other decided FTAA decisions where cultural matters were not resolved at the time that the panel made its decision to grant consent. Should WNDL and the Trust be unable to conclude a side agreement, it is open to the Panel to consider which of the

¹ An amendment to the proposed scheme plan will be required to create this allotment.

matters that would have been traversed in that agreement can reasonably be addressed by consent conditions. The following are the matters WNDL has offered to progress through a side agreement:

1. Fill and metal approval process;
2. Mahinga kai access;
3. Nursery and planting contracts;
4. Kaitiaki role in open space areas;
5. Inclusion of cultural narrative elements and the naming of site features;
6. Transfer of Peka Peka Road Swamp to the Trust; and
7. Transfer of the identified Dune Top site to the Trust.

These matters are recorded in the table at Appendix 1. Each is also capable of being secured by appropriately framed conditions, and updated draft conditions will be provided.

4. Topic responses

C1 Outstanding matters in the Interim Cultural Impact Assessment

Comments: 15.7, 10.1 | Commenters: 15 Wellington Conservation Board; 10 Hon Tama Potaka, Minister for Māori Development

Comment. The Wellington Conservation Board highlights the resolution of outstanding matters identified in the Cultural Impact Assessment, noting the apparent positive engagement with the Ātiawa ki Whakarongotai Charitable Trust to date.

The Minister for Māori Development supports the application subject to any comments received from the relevant Māori groups and encourages the Panel to have regard to matters raised by Te Ātiawa ki Whakarongotai.

Response. WNDL has sought to address the matters raised during consultation, including those matters identified in the Interim CIA, and has done so through the design of the proposal, through conditions, and through the matters it is seeking to address through a side-agreement with the Trust. In the absence of a concluded side agreement, the matters raised can be addressed through updated conditions of consent as identified in this memorandum. The applicant has sought out, and incorporated, information about the values of Te Ātiawa ki Whakarongotai and the outcomes sought for the site from the outset of the project; the Interim CIA consolidated and formalised that material.

The Interim CIA articulates six cultural values (whakapapa, wairua, mana, māramatanga, te ao tūroa and mauri) and five categories of concern: waterways and water treatment; the relationship of tangata and whenua including papakāinga and mahinga kai access; cultural landscape and identity including narrative, pou and tohu, and street naming; kaitiakitanga of te taiao including restoration participation, taonga species, nursery supply and planting contracts; and wāhi taonga and wairua including iwi monitors and fill and metal approval.

Each of those matters has a specific response. Some are secured by the project design and already proposed conditions. The matters that WNDL considers can be addressed by carefully worded condition will be included in the next iteration of the conditions circulated by WNDL, and

the remainder are the subject of the commitments the applicant places on the record at Topic C15. The table at Appendix 1 sets out the response to each CIA category.

Conditions. WNDL has proposed draft conditions and continues to await the Trust's comments on them. WNDL remains willing to address those comments through the conditions of consent, where appropriate and as outlined in this response. Matters can be secured by condition to give certainty independent of any agreement.

C2 Mana Whenua involvement in stream and mahinga kai restoration

Comments: 15.5 | Commenters: 15 Wellington Conservation Board

Comment. The Wellington Conservation Board asks the applicant to work with Mana Whenua to restore mahinga kai, the mauri of the stream and traditional relationships, drawing on Ātiawa ki Whakarongotai Trust examples.

Response. This is already the applicant's intended programme – enshrined in project design and proposed conditions. Restoration participation, taonga species, nursery supply and planting contracts are identified in the Interim CIA under the heading of kaitiakitanga of te taiao. Iwi participation in restoration design and species selection is secured through the ERMP conditions that require input in the finalisation of the final ERMP. The applicant has further committed to treating the Trust as a preferred supplier of eco-sourced native plant material for the restoration planting programme, to inviting the Trust to quote on planting contracts, and to settling a mahinga kai access protocol with the Trust. As noted at Section 3, WNDL is open to these matters being secured by appropriately worded conditions in the absence of a concluded side agreement.

Conditions. As recorded at Topic C1, WNDL awaits the Trust's comments on the draft conditions. These matters are coordinated with the ecology response at Topic Ec7.

C3 Treaty settlement considerations identified by DOC

Comments: S51.5 | Commenters: S51 Director-General of Conservation (DOC)

Comment. As part of its Section 51 comment, DOC records that the relevant Treaty settlement is the Ngāti Toa Settlement Act 2014, that Ngāti Toa has deferred engagement to Ātiawa ki Whakarongotai, and that Ngāti Toa will not be actively engaging in the application.

Response. DOC's factual record is consistent with the applicant's own understanding as conveyed by Ngāti Toa. The relevance of the Ngāti Toa Settlement Act 2014 has been addressed in the substantive application document at section 8.5.1.

Conditions. No specific condition response is required for this comment.

C4 The Trust is unable to support the application as presented

Comments: 26.1, 26.4 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust records that it has worked with WNDL for more than four years, acknowledges the willingness of WNDL to discuss its concerns and the significant efforts of both parties to arrive at an agreement, and notes that a direct agreement has not been concluded although the parties continue to work constructively.

It states that it “remains concerned that the cultural impacts raised during engagement with WNDL are not well understood and remain unresolved” and is therefore “unable to support the

application as presented at this time.” It considers further engagement is required on unresolved matters.

Response. The applicant asks the Panel to carefully read this comment. The Trust does not oppose the development. It recognises “the ambitious effects management package set out by WNDL for wetland restoration, public open space, and sites of ecological and cultural significance”; it states that “the wetlands and dune forms are at the heart of this proposed programme as is fitting”; and it “support[s] the programme for maintaining and enhancing those values.”

Its inability to support is directed at the application “as presented at this time”, and rests on two structural elements it says are not yet addressed - title and governance (Topic C5) and a secured kaitiaki role (Topic C6) - together with the fact that the direct agreement between the Trust and WNDL and the conditions suite are not concluded. The applicant's reading is that the Trust is seeking process, not refusal.

The applicant's response has been set out in preceding sections and in Appendix 1, by providing a full list of what has been sought by the Trust and how this has been addressed. In respect of land transfer and governance, WNDL is willing to commit to the transfer to the Trust of the two sites of cultural and ecological significance on separate titles. It is also committed to a formalised kaitiaki role for the Trust in the wetland open-space areas. Title and governance cannot therefore be said to be unaddressed: the applicant's commitments on both are before the Panel, and can be secured either through consent conditions or through the conclusion of a side-agreement.

Conditions. As recorded at Topic C1, WNDL awaits the Trust's comments on the draft conditions. Updated conditions will be provided. If necessary, WNDL is willing to engage in conferencing on the wording of those conditions.

C5 Title to open space areas of ecological and cultural significance

Comments: 26.2 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust identifies the need for recognition of the mana it holds for the whenua - deliverable in part through transfer of title to areas of open space with sensitive ecological and cultural values - as the first of two elements critical to embedding rangatiratanga and kaitiakitanga in the development.

It states that title should sit with Te Ātiawa ki Whakarongotai, that community, council and resident interests are addressed through appropriate governance arrangements, that neither title nor governance is presently addressed, and that its priority is securing protection in perpetuity of the wetlands and open space.

Response. Four parties have commented on ownership of open space within the site - the Trust, both councils and the QEII National Trust.

This is privately owned land, and it cannot be appropriated without the applicant's consent, or via the Public Works Act. The applicant sets out here what it is willing to entertain. The Peka Peka Road Swamp and the Dune Hilltop site are proposed for transfer to the Trust on separate titles, fully restored at WNDL's cost. Any condition requiring this would need to be carefully worded, because a transfer requires the Trust's participation or acceptance.

The applicant does not accept that the question of ownership of the open space areas must be resolved before consent can be granted. It also considers that a condition directing the transfer of ownership of those areas to KCDC or iwi would be both ultra vires and unreasonable.

KCDC asserts that resolution of open space ownership is necessary to provide lasting protection to those areas. The applicant strongly refutes that suggestion. The long-term protection of the open space areas does not depend on who holds title: it is secured by a combination of the underlying zoning and District Plan overlays, what is approved by this resource consent, the identification of the areas as open space, the ecological restoration planting and long-term monitoring and maintenance obligations imposed by the conditions, the design of these lots and the lack of practical utility of them for any other purpose than as open space (including because of the need to provide and maintain them to achieve consent conditions and because of other practical constraints such as stormwater management), and consent notices to be registered against the titles.

Any suggestion that the long-term outcomes that are envisaged by the application design are not sufficiently robust simply does not withstand scrutiny. It also runs counter to long-standing practice under the RMA that outcomes are to be secured by way of lawful consent conditions.

The focus of all participants and the Panel should be on understanding any credible threats to the positive outcomes that are envisaged by (indeed they are baked into) the application materials and conditions and addressing any actual gaps through lawful and proportionate conditions.

The applicant is content to retain ownership of the open space areas until an appropriate arrangement is arrived at by agreement, and resolution of ownership cannot in any way properly be claimed to be a necessary pre-condition to the grant of consent. Forcing the issue in this forum would amount to an unlawful expropriation of private property.

For completeness, and without derogating from the foregoing comments, the applicant's preference is that KCDC take ownership of the open space areas, including Te Harakeke Swamp, once restoration is complete and established, with an active kaitiaki role for the Trust.

KCDC is considered to have sufficient resourcing to take on ownership and because of the integrated nature of storm water and ecological open space in some areas, as well as its role as a public entity, it is considered to be the logical owner.

Conditions. WNDL is open to further refinement of conditions as it relates to ongoing management of open space areas and notes that it awaits comments from KCDC and Te Ātiawa on draft conditions. As noted above, should a side-agreement with the Trust not be concluded, the matters offered by WNDL can be secured through carefully worded consent conditions. Note a number of these offers are made on an *Augier* basis so the wording that is put forward will need to be respected, in order to avoid unintended or perverse commercial outcomes.

C6 A secured kaitiaki role in restoration and future management

Comments: 26.3, 26.7 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The second element the Trust identifies is a meaningful kaitiaki role in the restoration and future management of public open spaces and sites of significance, alongside key stakeholder agencies and community representatives. This connects to the fourth cultural effect in the Interim CIA - the impact on Te Ātiawa ki Whakarongotai as kaitiaki.

The Trust observes that structures and institutional arrangements will change through time but Te Ātiawa ki Whakarongotai will remain, and that the Panel should be able to satisfy itself that these values are provided for over the long term.

Response. The applicant accepts the substance of this comment. The proposed conditions secure input and process through a Kaitiaki Monitoring Strategy (Conditions 9-10), and iwi input into a final ERMP (Condition 107).

The applicant acknowledges that an input right is not the same thing as an ongoing role in management. In response, it commits to using all reasonable endeavours to establish a formalised, active kaitiaki role for the Trust in the wetland open-space areas - settled with the Trust and the ultimate owners - before any transfer of title to those areas (Topics C16 and C19). The applicant is open to consent conditions securing a defined, ongoing kaitiaki role.

Conditions. As recorded at Topic C1, WNDL awaits the Trust's comments on the draft conditions. WNDL will propose further conditions that seek to provide for a kaitiaki role for the Trust in the ongoing management of the areas, following their restoration, and tied to the resolution of future ownership arrangements.

C7 Process requests - council participation, facilitated conferencing and direct presentation

Comments: 26.5, 26.6 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust asks the Panel to support the participation of KCDC and Greater Wellington in discussions on the matters raised in its CIA; to direct facilitated engagement to conclude a satisfactory conditions suite; and to consider facilitated conferencing and/or the opportunity for the Trust to present directly to the Panel on unresolved matters.

Response. The applicant distinguishes between engagement on the conditions workstream and participation in, or facilitation of, the side agreement.

WNDL records again that it has provided the Trust with draft conditions and has requested comment on those conditions, but substantive feedback has not yet been received.

The Trust's further request for facilitated conferencing, or to present directly to the Panel, appears to be primarily directed at matters to be addressed through the side agreement. While the applicant still seeks a concluded side agreement, this is a private negotiation between the parties concerning, among other things, the ownership of the applicant's own land, and the applicant does not consider that the Panel has a proper role in participating in, or facilitating, private negotiations.

The applicant does not accept that a failure to conclude arrangements for the transfer of open space ownership (for example) would give rise to an adverse effect of any type - let alone one of such significance that the application could properly be declined - given the extensive controls and mitigations proposed and the other measures on the table. At best failure to agree to the transfer of Open Space Ownership (other than the two areas that are being offered) may arguably amount to the absence of a positive effect. Any such arrangement will require either negotiation or reservation of appropriate commercial terms.

To the extent that the request relates to conferencing to facilitate the resolution of an agreed set of conditions - the applicant considers that the appropriate course is for the Trust and other participants to review the updated Condition Set, which will incorporate the matters raised in this response and inputs from GWRC's review. Once stakeholder comments have been provided on the updated condition set, the need for facilitated conferencing to resolve any outstanding issues can be assessed. It is conceivable that the updated conditions that are put forward by WNDL or the feedback that is subsequently provided are acceptable. Until the nature and extent of any

residual contest is known, the need for (or utility of) facilitated conferencing cannot properly be assessed and determined by the Panel.

Conditions. As recorded at Topic C1, WNDL awaits the Trust's comments on the draft conditions. WNDL has further committed through this response to a range of other relevant matters that it considers can be secured by consent conditions, in the event a side agreement is not concluded.

C8 Cumulative development, ad-hockery and wastewater capacity

Comments: 26.8 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust records its view that medium and high density development on the Kāpiti Coast presents significant risks to the community and taiao, that important issues tend to be left to future decision processes (citing wastewater capacity), and that the current application and those that follow it have a high degree of ad-hockery associated with them.

Response. The proposal incorporates elements of medium density residential development that provide for a variety of housing types and styles, supporting the NPS-UD in achieving a range of housing types, and various price points. Such an approach is supported on urban design grounds in avoiding a homogenous development outcome and supporting the proposed local centre. The majority of the proposal is for standard residential development across a range of lot sizes.

The presence of medium density typologies in some parts of the site does not of itself lead to significant environmental risks – for instance, the management of stormwater continues to be appropriately responded to.

WNDL acknowledges that the detail of wastewater servicing for the proposal requires final resolution. But this matter is one of detail, rather than one of principle.

If the Trust is suggesting that the proposal should not be progressed because it is not otherwise planned for, then such a position cuts across the purpose and intent of the FTAA. It also ignores the assessed shortage of greenfield development capacity in the Kāpiti district that the application document records.

Conditions. N/A

C9 Te Ātiawa ki Whakarongotai - pre-lodgement engagement chronology

Comments: 26.1, 26.7 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust records that it has been working with WNDL for more than four years, that engagement has allowed it to articulate the values of Te Ātiawa ki Whakarongotai in respect of the site, and that this has allowed an improved understanding of the potential impacts on cultural and ecological values.

Response. Engagement began in October 2021, before the project was referred under the Fast-track legislation. The Trust provided a preliminary site-values memorandum on 8 February 2022 identifying matters across whakapapa, wairua, mauri, māramatanga and te ao tūroa - and that memorandum is the origin of design responses embedded in the application. The briefing at Appendix 3 provides further detail on this chronology.

Engagement was sustained through on-site kōrero and hui during 2023 and 2024. From April 2025 the Trust prepared its Cultural Impact Assessment, commissioned and funded by WNDL,

delivering the Interim CIA in August 2025. Draft technical reports were provided to the Trust on 4 February 2026 and a draft suite of iwi-related conditions was provided on 18 March 2026, in each case for review and comment before lodgement, with a hui held on 7 April 2026 to discuss that material. WNDL has funded the Trust's participation, including its cost of preparing the CIA. Both the application and the Trust's own material record the pre-lodgement engagement in positive terms; the Trust's section 53 comment confirms that it has engaged "in a spirit of good faith, with the goal of a mutually satisfactory conclusion."

Conditions. Not applicable.

C10 How the application and associated reporting responded to Te Ātiawa feedback

Comments: 26.7, 15.7 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust; 15 Wellington Conservation Board

Comment. The Trust recognises the ambitious effects management package for wetland restoration, public open space and sites of ecological and cultural significance, and supports the programme for maintaining and enhancing those values. The Wellington Conservation Board supports the applicant addressing in full the outstanding matters identified in the Interim CIA.

Response. The response of the application to the matters raised is set out at in the table at Appendix 1, and is supplemented by the briefing provided to the Trust at Appendix 3.

Conditions. As recorded at Topic C1, WNDL awaits the Trust's comments on the draft conditions, and has further identified in this response matters that can be addressed through additional conditions of consent.

C11 Post-lodgement engagement with the Trust

Comments: 26.1, 26.4, 26.5, 26.6 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust records two avenues for its concerns to be formally addressed - a direct agreement, not yet concluded although the parties continue to work constructively, and a conditions suite, the final drafting of which is not concluded. It acknowledges the willingness of WNDL to discuss its concerns and the significant efforts of both parties.

Response. The applicant confirms the Trust's account. Engagement since lodgement has been sustained and purposeful: the cross-reference briefing of 19 April 2026; a hui on 11 May 2026 at which WNDL set out how consultation feedback had been incorporated in the proposal; further correspondence and working sessions through May and June; and a further hui on 7 July 2026, with exchanges continuing through July.

The discussions have addressed the matters at the heart of the Trust's comment - long-term ownership and governance of the open space, the kaitiaki role, and the recognition of the Trust's connection with the whenua - and they have materially informed the commitments the applicant now places on the record. While some of the content of those discussions is confidential to the parties and is not recited here, WNDL has made further commitments through this response by way of consent conditions and continues to be willing to conclude both a direct agreement and an agreed conditions suite.

Conditions. As recorded at Topic C1, WNDL awaits the Trust's comments on the draft conditions. WNDL has further identified in this response matters that can be addressed through additional conditions of consent.

C12 The applicant's commitments on land

Comments: 26.1, 26.2, 26.4 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust records that recognition of its mana can be delivered in part through transfer of title to open space areas with sensitive ecological and cultural values; that community, council and resident interests are addressed through governance arrangements; and that its priority is securing protection in perpetuity of the wetlands and open space.

Response. The applicant confirms on the record that it is willing to commit to the following. First, the transfer to the Trust of the full extent of the Peka Peka Road Swamp within the site together with its associated restoration area - approximately 9,942 m² (Lot 5314) - and of a dune hilltop site of approximately 2,350 m² (Lot 5316), each on a separate record of title to be sought as part of the FTAA process, each fully restored at WNDL's cost before transfer, and with a registered access easement to the dune hilltop.

These parcels were identified by reference to the values in the Trust's own Kaitiakitanga Plan - whakapapa, wairua, mana, māramatanga, te ao tūroa and mauri - and they are areas of the site with cultural and ecological significance.

Second, a commitment to a kaitiaki role for the Trust in the balance wetland open-space areas.

These commitments respond directly to the Trust's two structural asks - title to areas of sensitive ecological and cultural value, and governance that provides for all interests. A robust suite of conditions and the design of the project itself ensure perpetual protection of the open space areas, which is further secured by restoration requirements, the planning framework, covenant and vesting conditions, and the long-term management framework.

Conditions. WNDL considers that the transfer of the two sites can be secured by conditions of consent and will include conditions to that effect in the next iteration of the conditions suite circulated to the Trust and the Panel.

C13 Papakāinga

Comments: 26.1, 26.2 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. Through the CIA, the Trust has addressed the relationship of tangata and whenua, seeking to mitigate severance of connections and raises the provision of papakāinga within the proposal.

Response.

WNDL does not consider that direct provision for papakāinga falls within its responsibility as an applicant, and an absence of provision for papakāinga does not equate to an adverse effect. The increased supply of development capacity can, however, support the future provision of papakāinga: once the project is approved, the area will in due course be rezoned for its approved residential use. The provision of papakāinga housing can therefore ordinarily follow and fall under the provisions of the District Plan.

The applicant's position sits squarely within the section 85 framework. The Panel's task under section 85 is to identify and weigh the adverse effects of the project (following mitigation by condition) against its benefits. The absence of provision for papakāinga housing does not equate to an adverse effect – it is the absence of a benefit that has been requested by a stakeholder.

The cultural effects identified in the Interim CIA have been assessed and responded to through design, conditions and the commitments in this response. A absence of specific provision for papakāinga provides no basis within the section 85 framework for withholding approval.

Conditions. Not applicable.

C14 Consenting considerations and the treatment of unresolved cultural objection under the FTAA

Comments: 26.1, 31.1 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust; 31 Ngā Hapū o Ōtaki

Comment. Two mana whenua entities have filed comments recording unresolved positions - the Trust says it is unable to support the application as presented, and Ngā Hapū o Ōtaki opposes it and seeks refusal. The Panel will need to weigh those positions against the substantial benefits of the proposal.

Response. The applicant's primary submission is that the Panel is not being asked to weigh an intractable cultural objection by either iwi entity. Key matters raised have been addressed by the project design, proffered conditions and other commitments outlined in this response. The Trust supports the restoration programme, identifies two structural elements as outstanding, and seeks process outcomes rather than refusal of the proposal.

The applicant has answered both structural elements with the commitments made in this response. Ngā Hapū o Ōtaki's opposition rests substantially on a procedural ground - insufficient opportunity to assess effects - which the record does not support, and which the applicant is in any event addressing through acceptance of many of its key recommendations, support for its participation in conferencing, and a willingness to discuss resourcing. Those matters are addressed in the applicant's separate response to the Ngā Hapū o Ōtaki comments.

The applicant also relies on the consistent approach taken in decisions issued under the FTAA to date, in which unresolved cultural objection has been managed through conditions rather than treated as a basis for decline. Read with the breadth of the measures and commitments now placed on the record - the design response, the conditions suite, the land transfers and the kaitiaki role - the remaining matters raised in the comments (to the extent there are any residual effects) can provide no proper or proportionate basis for declining the application.

Conditions. Not applicable.

C15 The applicant's further commitments in response to the matters raised

Comments: 26.1, 26.2, 26.3, 26.4 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust records that a direct agreement has not been concluded and that the final drafting of the conditions suite is not concluded. The Panel will wish to understand what the applicant is prepared to commit to in respect of the matters the Trust has raised.

Response. In addition to the land commitments set out in this response, and in direct response to the five categories of concern in the Interim CIA and the matters raised in the Trust's comment, the applicant confirms that it is willing to commit to the following measures, secured through consent conditions, registered instruments or a direct agreement with the Trust as appropriate.

1. Mahinga kai. Reasonable access, at no charge, for the Trust and members of the iwi to the open space and ecological restoration areas to exercise customary mahinga kai,

rongoā and taonga species gathering activities, subject to applicable law; and a written Mahinga Kai Access Protocol, to be settled with the Trust within twelve months, covering the areas to which access is available, the species that may be gathered, any reasonable restrictions on timing, method and volume having regard to ecological sensitivity, notice, and health and safety, with provision for periodic review.

2. Cultural narrative and identity. Funding the design, fabrication and installation of interpretation panels at key locations, telling the story of the site's landscape, named places and cultural history in te reo Māori and English, with content, design and placement agreed with the Trust; the opportunity for a pou or tohu to be erected by the Trust (at the Trust's cost) at the dune hilltop site, and at any other culturally appropriate locations that may be agreed with WNDL; and consultation with the Trust on street and reserve names, consistent with the road naming condition, with reasons given where a proposed name is not adopted.

While the applicant is aware of other projects that have funded the erection of pou, it is not aware of any such examples that have also involved the full suite of measures offered here – including the transfer of title to culturally significant restored sites.

3. Plant supply and restoration planting. Treating the Trust (or a Trust-nominated nursery operator) as a preferred supplier of eco-sourced native plant material for the restoration planting programme under the ERMP, subject to the Trust being able to supply material of the required species, provenance, size and quality at competitive pricing; not less than six months' advance notice of each significant planting schedule; and an invitation to the Trust to quote on each contract for the supply of plants and planting, with genuine and favourable consideration of conforming, competitive quotes.
4. Wāhi taonga. A fill and metal approval protocol under which imported fill is sourced only from approved clean-fill or quarried suppliers, the Trust receives advance notice of any proposed importation of bulk fill or metal, and any disagreement about a source's suitability is referred to the site archaeologist and iwi monitor for joint review, with records kept and available to the Trust.
5. Kaitiaki role and governance. All reasonable endeavours to establish an active kaitiaki role for the Trust in the wetland open-space areas, and engagement with KCDC (and Greater Wellington as appropriate) to confirm their support for this arrangement.
6. Costs. A contribution to the Trust's costs of participation in the project and the FTAA process.

These are the measures the applicant has put forward. They are specific and deliverable, and the applicant is prepared to have them recorded and, where appropriate, secured through the Panel's process. They respond item by item to the Interim CIA and to the Trust's comment.

Conditions. The matters above can be secured by conditions of consent in the absence of a direct agreement between WNDL and the Trust. WNDL will prepare conditions to address each point.

C16 The direct agreement avenue and the Trust's section 53 comment

Comments: 26.1, 26.4, 26.6 | Commenters: 26 Ātiawa ki Whakarongotai Charitable Trust

Comment. The Trust identifies a direct agreement between the parties as the first avenue for its concerns to be formally addressed, records that engagement has not been concluded, and confirms that the parties continue to work constructively toward it.

Response. The applicant confirms that it shares the Trust's objective of concluding a direct agreement, and that it is willing to continue to work toward that outcome. The Panel cannot, however, be expected to await that outcome before it has certainty as to the substance of what it can rely upon in making its decision.

The commitments made in this response are the applicant's commitment, on the record, to the matters the Trust has raised that can be secured through conditions - if a direct agreement has not been executed by the time of the decision.

The Trust's request for facilitated engagement on conditions may be an efficient means of converting the commitments in this response into an agreed conditions suite. The first logical step, however, is to receive feedback from the trust on the updated proposed conditions. Depending on their feedback facilitated engagement may not be required. That engagement also remains subject to the qualification that negotiating terms of any direct agreement itself (to the extent that is still considered desirable) remains a private negotiation between the parties.

Conditions. WNDL will provide an updated suite of conditions responding to the matters identified in this response.

5. Conclusion for the Panel

The record before the Panel shows that WNDL has sought out mana whenua views proactively; funded the Trust to assess effects in its own voice; shaped and conditioned the project around that assessment; and, now that the section 53 comments have crystallised the remaining matters, has answered them directly - with commitments on the record (and conditions proposed to secure those commitments in the event an agreement is not concluded) to transfer land of cultural and ecological significance, to secure an enduring kaitiaki role and to enable the cultural presence of Te Ātiawa ki Whakarongotai in the landscape of the development.

The applicant remains committed to settling long-term ownership and governance of open space areas jointly with the councils; however, that is not a necessary or appropriate precondition of the grant of consent and forcing the question of ownership through this process would be unjustifiable where the outcomes envisaged by the proposal (which will deliver profound ecological benefits) are secured by way of project design and conditions.

The matters that remain open are narrow and well defined. The applicant is confident that the cultural effects of the project have been, and will continue to be, actively and meaningfully addressed - and that any residual issues are not of such significance that the project could properly be declined.

The cultural package that has been put forward compares very favourably with all other fast track decisions that have issued to date.

6. Proposed conditions arising from this response

This section sets out indicative conditions to secure the commitments recorded in this response. WNDL will incorporate these conditions, subject to further drafting refinement, into a consolidated set of updated conditions that it has committed to provide.

The purpose of providing these indicative conditions is to provide the Panel with an understanding of the matters that will be addressed through proposed conditions.

Numbering is therefore provisional pending the provision of an updated consolidated conditions suite.

A number of these conditions are volunteered by the applicant on an *Augier* basis. Consistent with the drafting cautions recorded at Topic C5, the conditions confer defined processes and entitlements without creating approval or veto rights, without purporting to bind third parties (including the Trust, the councils or any residents' association), and without converting commercial arrangements into consent obligations. They are advanced subject to those caveats.

CN1 - Transfer of the Wetland Site (Peka Peka Road Swamp) (*Augier*)

(a) The consent holder must seek a separate record of title for the Wetland Site (the Peka Peka Road wetland to the extent within the site, together with its associated restoration area, approximately 9,942 m², shown as Lot 5314 on scheme plan 2911-ALL-P28) as part of the subdivision authorised by this consent.

(b) The consent holder must complete the ecological restoration and enhancement planting of the Wetland Site at its own cost in accordance with the certified ERMP.

(c) Within six months of the restoration planting for the Wetland Site being completed and established (as certified under the ERMP conditions), the consent holder must offer in writing to transfer the Wetland Site to Ātiawa ki Whakarongotai Charitable Trust at no cost to the Trust, free of encumbrances other than any easements or instruments necessary to give effect to the conditions of this consent (including maintenance of the area as open space and retention of established restoration planting).

(d) Until any transfer, ongoing monitoring and maintenance obligations under the ERMP conditions remain the responsibility of the consent holder. Following any transfer, the consent holder must retain such rights of access as are necessary to give effect to the conditions.

(e) If the offer is not accepted within twelve months of it being made, the consent holder must consult the Trust and Kāpiti Coast District Council on alternative long-term ownership and management arrangements for the Wetland Site consistent with Condition CN3.

CN2 - Transfer of the Dune Hilltop Site (*Augier*)

(a) The consent holder must seek a separate record of title for the Dune Hilltop Site (approximately 2,350 m² at the highest point of the dune formation, shown as Lot 5316 on scheme plan 2911-ALL-P45) as part of the subdivision authorised by this consent.

(b) Conditions CN1(b) to (e) apply to the Dune Hilltop Site with the necessary modifications.

(c) Before or at the time of any transfer of the Dune Hilltop Site, and before any transfer of the surrounding dune open space to a residents' association or other entity, the consent holder must grant, or procure the grant of, a registered easement providing pedestrian access to the Dune

Hilltop Site. The location of the access track must be settled in consultation with the Trust, and the track must be constructed at the consent holder's cost.

CN3 - Kaitiaki role in the wetland open space areas

(a) Before the transfer or vesting of any wetland open space area (other than the Wetland Site and the Dune Hilltop Site), the consent holder must, in consultation with the Trust, Kāpiti Coast District Council and (as appropriate) Greater Wellington Regional Council, prepare a kaitiakitanga framework recording an active, ongoing kaitiaki role for the Trust in the restoration and management of those areas.

(b) The consent holder must use all reasonable endeavours to secure the agreement of the receiving owner to the kaitiakitanga framework at or before the transfer or vesting.

(c) This condition does not fetter the discretion of any council and does not require the Trust to assume any role or obligation.

CN4 - Mahinga Kai Access Protocol (*Augier*)

(a) Within twelve months of the commencement of this consent, the consent holder must prepare, in consultation with the Trust, a Mahinga Kai Access Protocol providing for reasonable access, at no charge, for the Trust and members of the iwi to the open space and ecological restoration areas within the site, to exercise customary mahinga kai, rongoā and taonga species gathering activities, with such access and gathering to be subject to all applicable laws.

(b) The Protocol must address: the areas to which access is available (shown on a plan); the species that may be gathered; any reasonable restrictions on timing, method and volume having regard to ecological sensitivity; reasonable prior notice; health and safety requirements; and review at intervals of not more than three years.

(c) The consent holder must implement the Protocol for so long as it owns the relevant areas and, on any transfer of those areas, must use all reasonable endeavours to secure continued access on equivalent terms.

CN5 - Cultural narrative, interpretation and naming

(a) The consent holder must fund the design, fabrication and installation of interpretation panels at key locations within the open space areas, telling the story of the site's landscape, named places and cultural history in te reo Māori and English. The content, design and placement of the panels must be agreed with the Trust.

(b) The consent holder must make provision within the open space areas for a pou or tohu to be erected by the Trust at any culturally appropriate locations agreed with the consent holder (such agreement not to be unreasonably withheld). The consent holder's agreement will not be required for the erection of Pou or Tohu at the Dune Hilltop site. Design and crafting of any pou or tohu will be at the Trust's cost.

(c) The consent holder must consult the Trust on street and reserve names, consistent with other conditions of this consent, and must give reasons where a name proposed by the Trust is not adopted.

CN6 - Plant supply and restoration planting (*Augier*)

(a) Subject to the Trust being able to supply plant material of the required species, provenance, size and quality at competitive pricing and on competitive terms, the consent holder shall treat

the Trust (or a Trust-nominated nursery operator) as a preferred supplier of eco-sourced native plant material for the restoration planting programme under the ERMP.

(b) The consent holder shall give the Trust not less than six months' advance notice of each significant planting schedule under the ERMP (being a planting schedule with an estimated value exceeding \$10,000 plus GST), or as soon as reasonably practicable where a schedule is compressed or amended.

(c) Whenever the consent holder proposes to let a contract for the supply of plants or planting within such a schedule, it must invite the Trust to submit a quote and must give genuine and favourable consideration to a conforming quote that is competitive on price and terms. Where the contract is not awarded to the Trust, the consent holder must advise the Trust of the outcome and the principal reasons.

(d) Nothing in this condition obliges the consent holder to award any contract to the Trust, and nothing in it limits the consent holder's obligations under the ERMP conditions.

CN7 - Fill and metal approval protocol

(a) Imported fill must be sourced only from approved clean-fill or quarried material suppliers.

(b) The consent holder must give the Trust advance notice of any proposed importation of bulk fill or metal, specifying the source and volume. The Trust may, within five working days of notice, comment on the proposed source or seek further information.

(c) Any disagreement about a source's suitability must be referred promptly to the project archaeologist and the iwi monitor for joint review.

(d) Records of imported fill and metal must be kept and made available to the Trust on request.

(e) This condition does not limit any requirement of the archaeological authority or the accidental discovery conditions, and does not confer a right of approval or veto: works may proceed where no comment is received within the period in (b).

The applicant will include these draft conditions, further refined, in the consolidated conditions suite to be circulated to the Panel.

Appendices

1. Table outlining matters raised by the Trust, WNDL's response, and how it has been addressed. It also identifies matters that have been the subject of side-agreement discussion that could be secured by conditions of consent - in the event a side agreement is not concluded.
2. Peka Peka Swamp and Dune Top lot plans.
3. Briefing to Ātiawa ki Whakarongotai Charitable Trust

Appendix 1

Issue raised by iwi	When and where raised	Applicant's response	Supported by	Addressed by	Side-agreement matters suitable for condition
Archaeology, wāhi tapu, kōiwi and accidental discovery - manage disturbance/destruction of archaeological sites and materials; recognise mana whenua's primary role in determining how impacts are managed; apply the Ātiawa ki Whakarongotai accidental discovery protocol; iwi monitors present throughout earthworks; contractor-briefing protocols; approval rights over fill and metal; revise land use if kōiwi are found; protect tūpuna, taonga and wairua from earthworks.	Preliminary memorandum , 8 Feb 2022 (whakapapa); Interim CIA, Aug 2025 (wāhi taonga and wairua).	Assessment of Archaeological Effects and an Archaeological Management Plan were prepared and lodged (an archaeological authority is acknowledged as required and will be sought separately). The accidental discovery protocol is implemented by condition. The Tīmatanga ceremony and Kaitiaki Monitoring Strategy conditions provide for iwi monitoring of earthworks. Fill and metal approval is proposed for the side agreement - careful wording is required because a veto right could have potentially substantial commercial implications.	App 27 (Archaeological Effects Assessment); App 28 (Archaeological Management Plan); App 33 (Tīmatanga, Kaitiaki Monitoring, KMS and Accidental Discovery conditions); side agreement (App 37, s14.2).	Consent conditions: 1. Accidental discovery protocol; 2. Tīmatanga ceremony; 3. Kaitiaki Monitoring Strategy. Side-agreement: 1. Fill and metal approval protocol.	1. Fill and metal approval protocol subject to careful drafting. WNDL is open to including this matter as a condition, subject to careful drafting that avoids creating a right of veto with potentially significant commercial implications.
Stormwater, wastewater and water quality - risk of adverse effects on culturally significant waterways (including the Ngarara/Paetawa Stream); treatment wetlands must not compromise habitat and mahinga kai; support for wetland treatment with no discharge to surrounding waterbodies; a high	Preliminary memorandum , 8 Feb 2022 (mauri); Interim CIA, Aug 2025 (waterways and water treatment).	Stormwater treatment wetlands are separated from ecological restoration wetlands, with no direct discharge of stormwater or wastewater to natural waterbodies. Wastewater connects to the public network (except for the 7 Paetawa Road allotments, on-site to permitted-activity standards) and aligns with the solution discussed with KCDC. Freshwater management, left expressly unresolved in the	App 14 (Engineering and Infrastructure Report); App 16 (Stormwater Management Plan); App 17 (Hydrological Report); App 23 (Assessment of Ecological Effects); App 26 (Ecological	Consent conditions: 1. Input into Ecological Restoration Management Plan; 2. Kaitiaki Monitoring Strategy; 3. General topic conditions.	N/A

Issue raised by iwi	When and where raised	Applicant's response	Supported by	Addressed by	Side-agreement matters suitable for condition
standard of wastewater treatment/disposal, with Ātiawa review if reticulated connection is unavailable.		CIA, has been addressed through the technical design and draft conditions.	Restoration Management Plan); App 33 (CEMP and ERMP conditions); App 38 (CIA).		
Ecological restoration, streams and vegetation - avoid removing native vegetation or replace it at a four-fold rate; mitigate the effects of increased density on stream ecology; provide a clear stream-mitigation plan; contribute to restoration of wetland habitat at the Omatuku lagoon; full iwi participation in restoration design and planting; taonga species (pīngao, watercress); mātauranga-informed restoration; supply of plantings from the Trust's nursery; first right of refusal on planting contracts.	Preliminary memorandum , 8 Feb 2022 (wairua and te ao tūroa); Interim CIA, Aug 2025 (kaitiakitanga of te taiao).	The Assessment of Ecological Effects assessed the scale and significance of vegetation to inform design; the mitigation and offset package delivers a net gain through comprehensive dune, wetland and stream restoration, including realignment and restoration of the Paetawa/Ngārara Stream. Iwi participation in restoration design and species selection is secured through ERMP conditions. Nursery supply and planting contracts, being commercial matters requiring careful negotiation, are proposed for the side agreement.	App 23 (Assessment of Ecological Effects); App 26 (Ecological Restoration Management Plan); App 33 (ERMP and streamworks conditions); side agreement (App 37, s14.2); App 38 (CIA).	Consent conditions: 1. Input into Ecological Restoration Management Plan; 2. General topic conditions. Side-agreement: 1. Nursery supply and planting contracts.	1. Nursery supply and planting contracts. Subject to careful wording, this matter can be addressed by condition. Any condition would need to acknowledge the capacity of the Trust to be able to supply plants of the correct species, provenance, size and quality at competitive pricing and competitive terms. A condition should go no further than treating the Trust as a preferred supplier, but cannot bind WNDL.
Cultural landscape, narrative and naming - reflect site history and incorporate Māori design elements; interpretation panels, pou or tohu; street and site-feature names designed and	Preliminary memorandum , 8 Feb 2022 (māramatanga); Interim CIA, Aug 2025 (cultural	Street naming is addressed by the Road Naming condition (input sought from all four iwi groups). The proposed Streetscape Planting, Maintenance and Management Plan condition requires iwi input and native, eco-sourced planting. The	App 33 (Road Naming and SPMMP conditions); side agreement (App 37, s14.2); App 38 (CIA).	Consent conditions: 1. Street naming; 2. Streetscape Planting, Maintenance and	1. Nursery supply and planting contracts*; 2. Cultural narrative elements and site feature naming; 3. Gifting of the Peka Peka Road Swamp; and

Issue raised by iwi	When and where raised	Applicant's response	Supported by	Addressed by	Side-agreement matters suitable for condition
approved by Te Ātiawa kaumātua.	landscape and identity).	detailed design of cultural narrative elements (panels, pou/tohu, site-feature names) is progressed through the side agreement.		Management Plan. Side-agreement: 1. Nursery supply and planting contracts; 2. Cultural narrative elements and site feature naming; 3. Gifting of the Peka Peka Road Swamp; 4. Gifting of the Dune Top site.	4. Gifting of the Dune Top site. * Subject to the caution highlighted in the preceding row.
Relationship of tāngata and whenua - permanent alteration of the open cultural landscape and further alienation of hapū members from ancestral lands; provision for papakāinga within the development; unfettered access to mahinga kai, rongoā and other taonga species. The Trust has sought an ownership and/or kaitiaki role in respect of open space areas on the site as part of side-agreement discussions.	Interim CIA, Aug 2025 (relationship of tāngata and whenua). Side agreement discussions.	Ownership of two specific areas of the site has been offered to the Trust – the Peka Peka Road Swamp and a Dune Hilltop site. Plans of these areas are appended to this response, and the offer can be enshrined in a condition of consent. The applicant is open to negotiation of a mahinga kai access protocol covering areas, species, timing and permitted activities, and an ongoing kaitiaki role in respect of the open space areas on the site.	Side agreement (App 37, s14.2); App 38 (CIA).	Side-agreement: 1. Land provision including Peka Peka Road Swamp and Dune Top site; 2. Mahinga Kai Access Protocol; 3. Kaitiaki role in respect of open space areas.	1. Gifting of the Peka Peka Road Swamp; 2. Gifting of the Dune Top site; 3. Mahinga Kai Access Protocol; 4. Kaitiaki role in respect of open space areas.

Issue raised by iwi	When and where raised	Applicant's response	Supported by	Addressed by	Side-agreement matters suitable for condition
Engagement with the wider iwi/hapū - approach Ngā Hapū o Ōtaki (Ngāti Raukawa) as the mandated entity for their interests; ensure other groups with an interest are engaged.	Preliminary memorandum , 8 Feb 2022 (whakapapa); ongoing engagement to 18 Mar 2026.	Ngāti Raukawa was engaged through Ngā Hapū o Ōtaki; issues raised during pre-application engagement were consistent with matters raised by Te Ātiawa and have been responded to in the application. Matters raised by way of s 53 comments have been separately responded to. Ngāti Toa Rangatira deferred the cultural lead to Te Ātiawa. Muāūpoko was also engaged. Draft technical reports (4 Feb 2026) and the draft suite of iwi-related conditions (18 Mar 2026) were provided to each group. No comment has been received from Muāūpoko.	App 37 (Consultation Summary Report, ss10.2–10.4); App 37A (consultation record); App 33 (draft conditions).	Consent conditions: 1. Inclusion of Ngāti Raukawa in relevant conditions requiring iwi input.	N/A
Seeking the support of the Panel for participation of KCDC and GWRC in discussions relating to the matters set out in the Trust's CIA.	Section 53 Comment	Ownership of open space areas is discussed in the covering report and in this response. As indicated, WNDL is supportive of the Trust having a kaitiaki role in the future management of these areas. WNDL is open to discussion between parties relating to appropriate conditions of consent.	N/A	N/A	N/A
Seeking support and direction from the Panel to facilitate engagement and conclude a set of	Section 53 Comment	WNDL has provided the Trust with a draft set of conditions, as lodged with the application, prior	N/A	N/A	N/A

Issue raised by iwi	When and where raised	Applicant's response	Supported by	Addressed by	Side-agreement matters suitable for condition
satisfactory conditions that reflect Te Ātiawa values.		to the lodgement of the application. To date, WNDL has not received any feedback from the Trust on those conditions. WNDL would like to review feedback on the conditions from the Trust in order that it can respond to those comments. If there are matters that cannot be resolved, facilitated assistance from the Panel, addressing the wording of conditions, might be of benefit. WNDL does not agree that the Panel could facilitate discussion and conclusion of any direct agreement between the parties.			
Request that the Panel considers the opportunity for facilitated conferencing and/or the opportunity for the Trust to present directly to the Panel in relation to unresolved matters when determining directions for the process ahead.	Section 53 Comment	This matter appears to be directed to the side-agreement being discussed between the Trust and WNDL. This is fundamentally a matter for resolution between the Trust and WNDL. WNDL does not consider that the Panel should act as a mediator or facilitator for the conclusion of a private agreement. WNDL has identified matters that have been discussed through a side-agreement that could be	N/A	N/A	N/A

Issue raised by iwi	When and where raised	Applicant's response	Supported by	Addressed by	Side-agreement matters suitable for condition
		considered for conditions of consent.			

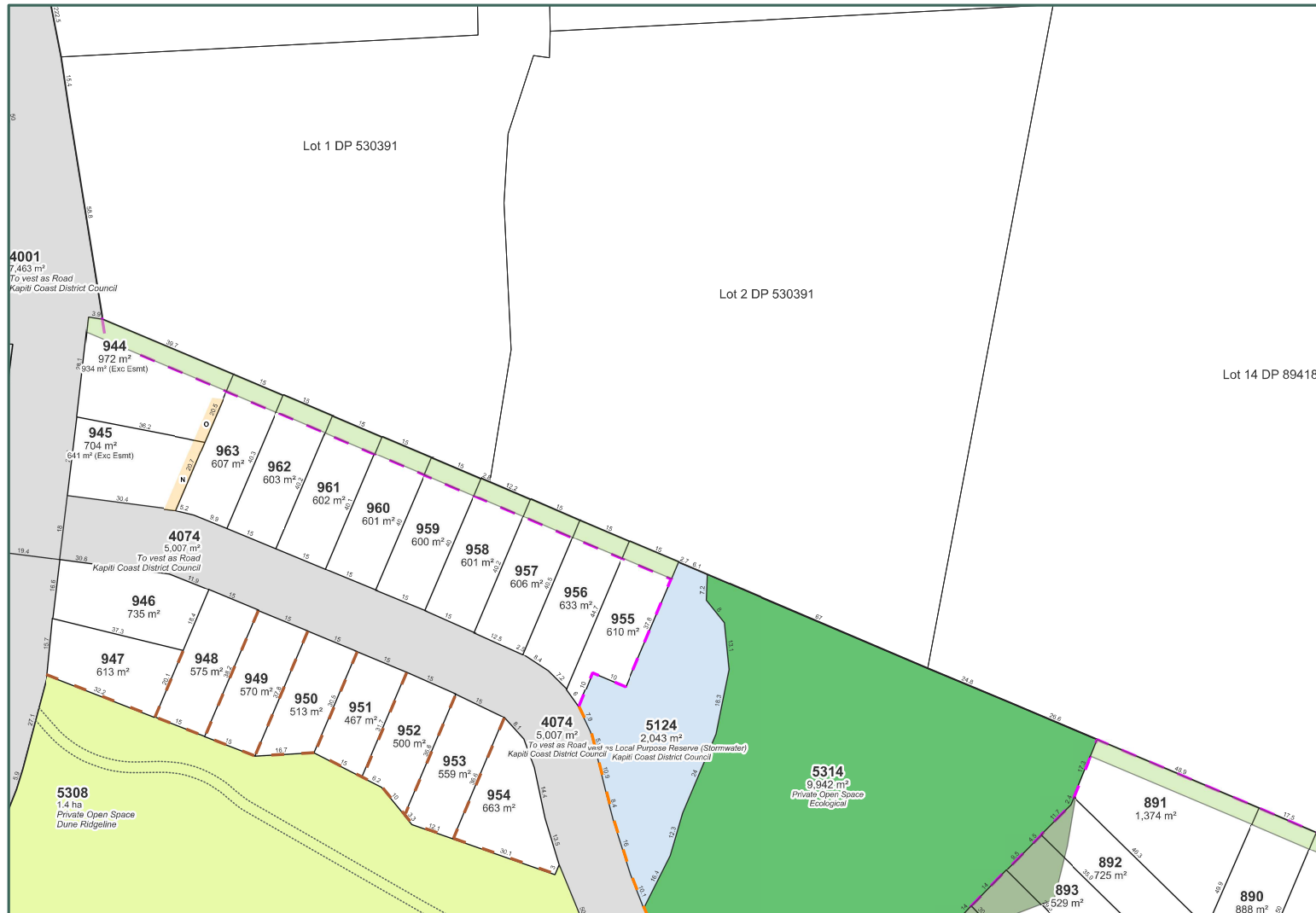
Appendix 2

- Covenant to be applied (Interface Zone)
- Covenant to be applied (Buffer Planting)
- Intended outdoor dining area, associated with adjoining lot.
- Land covenant to be applied (No Buildings)
- Site Specific Fencing (Lot Covenant)
- Pet Control Fencing (Lot Covenant)
- Pet Control Fencing (Developer – prior to s224)



0 15 30 45 60 75 m

Ref	Benefited Lot/ Grantee	Burdened Lot	Purpose
N	Kapiti Coast District Council	945	Right to Drain Sewage
O	Kapiti Coast District Council	944	Right to Drain Sewage



1. This scheme assumes implementation of the Phase 1 Superlot scheme; where new lot boundaries overlap the Phase 1 Superlot, only the superlot boundary is shown.
2. Coordinates in NZGD2000 (Wellington Circuit) and NZVD2016.
3. Boundaries and titles derived from LINZ DCDB and subject to final survey.
4. KDCD and GWRC planning overlays sourced from operative ArcGIS MapServer layers.
5. Easements required for servicing to be created at implementation stage or as otherwise required by Kāpiti Coast District Council.

Sheet 5 of 48

Peka Peka, Kapiti Coast



1 Ngaio Road, Waikanae 5036 + contactus@Landlink.nz

STAGE	ALL
REVISION	C
REVISION DETAILS	Issued For Consent

DESIGNED BY	JJH
DRAWN BY	JJH
APPROVED BY	PT

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DATE 2026-03-13

SCALE Refer Scale Bar

2911-ALL-P-24

Land Use Covenants

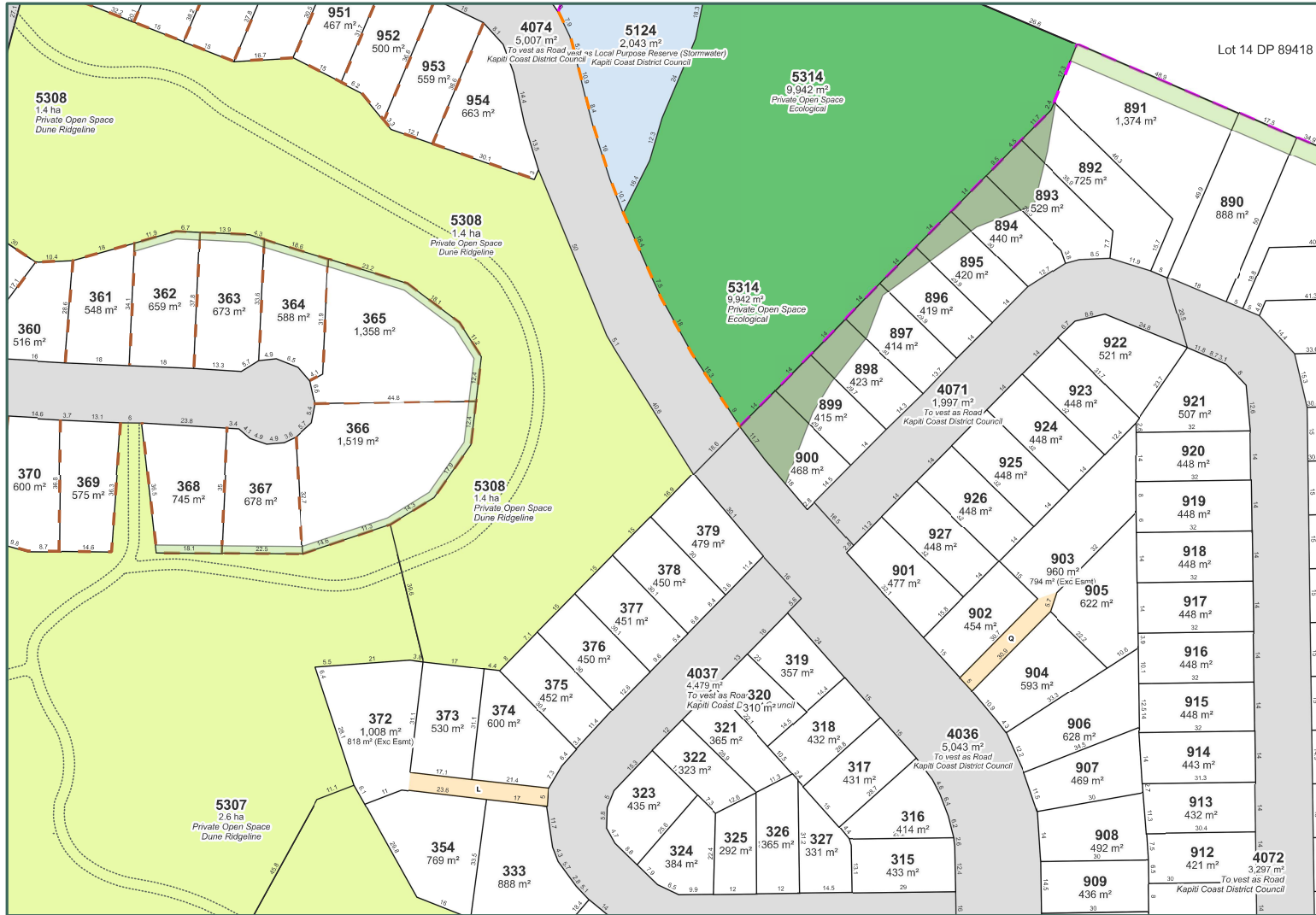
- Covenant to be applied (Interface Zone)
- Covenant to be applied (Buffer Planting)
- Intended outdoor dining area, associated with adjoining lot.
- Land covenant to be applied (No Buildings)
- Site Specific Fencing (Lot Covenant)
- Pet Control Fencing (Lot Covenant)
- Pet Control Fencing (Developer – prior to s224)



0 15 30 45 60 75 m

MEMORANDUM OF PROPOSED EASEMENTS (INCLUDING IN GROSS EASEMENTS)

Ref	Benefited Lot/ Grantee	Burdened Lot	Purpose
L	354,373	372	Right of Way, Right to Convey Water, Right to Convey Electricity, Right to Convey Telecommunications and Computer Media, Right to Drain Sewage, Right to Drain Water
Q	905	903	Right of Way, Right to Convey Water, Right to Convey Electricity, Right to Convey Telecommunications and Computer Media, Right to Drain Sewage, Right to Drain Water



Notes:

- This scheme assumes implementation of the Phase 1 Superlot scheme; where new lot boundaries overlap the Phase 1 Superlot, only the superlot boundary is shown.
- Coordinates in NZGD2000 (Wellington Circuit) and NZVD2016.
- Boundaries and titles derived from LINZ DCDB and subject to final survey.
- KCDC and GWRC planning overlays sourced from operative ArcGIS MapServer layers.
- Easements required for servicing to be created at implementation stage or as otherwise required by Kāpiti Coast District Council.

Scheme plan

Sheet 9 of 48

Waikanae North Developments Ltd

Waikanae North

Peka Peka, Kāpiti Coast

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STAGE	ALL
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REVISION DETAILS	Issued For Consent

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DRAWN BY	JJH
APPROVED BY	PT

DATE 2026-03-13

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Land Use Covenants

- Covenant to be applied (Interface Zone)
- Covenant to be applied (Buffer Planting)
- Intended outdoor dining area, associated with adjoining lot.
- Land covenant to be applied (No Buildings)
- Site Specific Fencing (Lot Covenant)
- Pet Control Fencing (Lot Covenant)
- Pet Control Fencing (Developer – prior to s224)



0 15 30 45 60 75 m

MEMORANDUM OF PROPOSED EASEMENTS (INCLUDING IN GROSS EASEMENTS)

Ref	Benefited Lot/ Grantee	Burdened Lot	Purpose
M	473	472	Right of Way, Right to Convey Water, Right to Convey Electricity, Right to Convey Telecommunications and Computer Media, Right to Drain Sewage, Right to Drain Water

DRAFT



Notes:

- This scheme assumes implementation of the Phase 1 Superlot scheme; where new lot boundaries overlap the Phase 1 Superlot, only the superlot boundary is shown.
- Coordinates in NZGD2000 (Wellington Circuit) and NZVD2016.
- Boundaries and titles derived from LINZ DCDB and subject to final survey.
- KCDC and GWRC planning overlays sourced from operative ArcGIS MapServer layers.
- Easements required for servicing to be created at implementation stage or as otherwise required by Kāpiti Coast District Council.

Draft Scheme For Iwi Dune Top Allotment

Waikanae North Developments Ltd

Waikanae North

Peka Peka, Kapiti Coast

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APPROVED BY	PT

DATE 2026-03-13

SCALE Refer Scale Bar

2911-ALL-P-45

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Appendix 3

WAIKANAЕ NORTH DEVELOPMENT

Briefing for Te Ātiawa ki Whakarongotai Charitable Trust

Fast-track Approvals Act 2024 — Substantive Application — with cross-references and condition roadmap

From	The Directors, Waikanae North Developments Limited (WNDL)
To	Te Ātiawa ki Whakarongotai Charitable Trust
Date	20 April 2026
Project	Waikanae North Residential Development — 169–171 Peka Peka Road, Waikanae
Status	Substantive application lodged with the EPA on 30 March 2026 under the Fast-track Approvals Act 2024 (FTAA)

1. Purpose of this briefing

This briefing is for Te Ātiawa ki Whakarongotai Charitable Trust (the Trust). Its purpose is to:

- summarise the history of the site and the engagement between Waikanae North Developments Limited (WNDL) and the Trust;
- provide a roadmap to the lodged application suite of materials, so that the Trust can readily locate the material referred to in this briefing;
- set out the matters raised by the Trust in its Cultural Values Assessment and Interim Cultural Impact Assessment (CIA), and identify, with specific cross-references to Part A, and the appendices, where each of the matters raised has been responded to, in the application documentation and the project design;
- identify the remaining matters on which the Directors are seeking the Trust’s feedback through the FTAA process — in particular the draft iwi-related consent conditions, identified by their numbers in Appendix 33; and
- identify the matters that the Directors propose to resolve with the Trust outside the FTAA framework, through a side agreement to be negotiated in good faith.

This briefing has been prepared to provide detailed cross-referencing into the lodged application material, and a clearer link between the matters raised by the Trust, the documents in which they are addressed, and the specific draft conditions that secure each outcome.

2. Site and historical context

2.1 Location and ownership

The project area comprises land at 169–171 Peka Peka Road, Waikanae. The land was purchased from the Parata whānau by members of the Brown family in an arms-length commercial transaction more than 100 years ago. It has been in continuous pastoral and forestry use since at least the 1940s, with exotic tree plantations established on the higher dune areas by 1998.

The site has never been the subject of permanent occupation (in the sense of people living on it). A full description of the site, its features, and surrounding context is provided in sections 2 (Site description) and 3 (Existing environment).

2.2 Archaeological and historical record

The Archaeological Assessment of Effects (**Appendix 27**, Emily Howitt, March 2026) records 21 archaeological sites within the project area. The predominant archaeological site type is shell midden, consistent with the wider M2PP (MacKays to Peka Peka Expressway) programme, which recorded more than 235 sites in the broader region and established that midden sites on the Kāpiti Coast represent transient or seasonal occupation rather than permanent settlement — groups travelling by waka to harvest coastal resources and processing them inland beside navigable wetlands. The archaeological effects of the proposal are addressed in **section 7.2.11**.

Historical survey plans and the maps compiled by Wakahuia Carkeek (1966) record named places within and adjacent to the project area, including Kawakahia Lagoon, Ngāpara Swamp, Omatuku, Paetawa, Te Maire, Rangiora, and Hiwi-o-te-ngarara. The Kūkūtauākī Stream, immediately north of the site, is identified in Carkeek’s maps as the boundary between Ātiawa and Ngāti Raukawa tribal land following the battle of Haowhenua.

The Directors acknowledge the archaeological record on the site predates more recent iwi settlement patterns on the Kāpiti Coast. The Directors also acknowledge the Trust’s position as mana whenua of the Waikanae rohe, asserted from Kūkūtauākī to Paripari, and the Trust’s role as the mandated entity representing Te Ātiawa ki Whakarongotai in resource management matters.

The Trust’s position as mana whenua and the relevant Treaty settlement context are recorded in sections 8.5.1 (Treaty Settlements) and 8.5.2 (Iwi Management Plans).

3. Application document roadmap

The substantive application lodged with the EPA on 30 March 2026 comprises a proposal description, consultation summary, effects and statutory assessments and 38 supporting appendices. The table below identifies the parts and appendices most relevant to the matters discussed in this briefing, so that the Trust can readily locate the supporting material.

3.1 Proposal and consultation

The sections most directly relevant to the Trust are:

Section 2	Site description
Section 3	Existing environment (including ecological, cultural and historical context)
Section 4	Proposal description (subdivision, residential development, commercial area, infrastructure)
Section 5	Consents required and statutory framework under the FTAA
Section 6.7.1	Ātiawa ki Whakarongotai engagement (overview)
Section 6.7.1.1	Consultation undertaken with the Trust (chronology and methods)
Section 6.7.1.2	Cultural Values and Concerns identified in the Trust’s Interim CIA
Section 6.7.1.3	Current position with the Trust

Section 6.10	How consultation has informed the project (theme-by-theme summary)
Section 6.11.1	Cultural matters addressed by consent conditions
Section 6.11.2	Matters proposed for the side agreement

3.2 Effects and statutory assessment

The sections most directly relevant to the Trust are:

Section 7.2.5	Ecological effects (including wetlands and stream environments)
Section 7.2.5.5	Ecological Restoration Management Plan (ERMP)
Section 7.2.8.5	Construction and Environmental Management Plan (CEMP)
Section 7.2.11	Archaeological effects
Section 8.5.1	Treaty Settlements
Section 8.5.2	Iwi Management Plans — Whakarongotai o te moana Kaitiakitanga Plan
Section 8.5.3.1	Cultural Impact Assessment — Ātiawa ki Whakarongotai

3.3 Key supporting appendices

The supporting appendices most relevant to the cultural and environmental matters raised by the Trust are:

Appendix 10	Engineering Report (including stormwater, three waters, roading)
Appendix 26	Ecological Effects Assessment
Appendix 27	Archaeological Assessment of Effects (Emily Howitt, March 2026)
Appendix 33	Proposed Consent Conditions — Final for lodgement (29 March 2026)
Appendix 37	Consultation Summary Report (30 March 2026)
Appendix 38	Interim Cultural Impact Assessment — Te Ātiawa ki Whakarongotai (August 2025)

References below to “GWRC N” and “KCDC N” refer to the conditions numbered against Greater Wellington Regional Council and Kāpiti Coast District Council respectively in Appendix 33 (Proposed Consent Conditions, Final for lodgement 29 March 2026). The numbering in Appendix 33 is the working numbering for lodgement and may be re-numbered through the FTAA condition-setting process.

4. Trust engagement summary

WNDL has undertaken an early, sustained, and proactive programme of engagement with the Trust extending over more than four years. The full record is contained in **Sections 6.7.1 to 6.7.1.3** and **Appendix 37 (Consultation Summary Report), section 10.1**.

Engagement commenced in October 2021, well in advance of formal application preparation, at a time when a plan change was under contemplation. WNDL’s approach has been to engage openly on the proposal, to understand and respond to the issues of importance to the Trust, to share emerging information as it became available, and to create meaningful opportunities for input on matters of cultural, environmental, and planning significance.

Key milestones in the engagement are set out below. A chronology of key email, hui and document exchanges is contained in Appendix 37.

Date	Engagement
8 Oct 2021	Initial engagement by WNDL seeking mana whenua input at the outset of the development process.
7 Dec 2021	Draft archaeological assessment shared with the Trust (forestry clearance).
8 Feb 2022	Trust memo identifying issues — <i>noting matters are relatively typical with no major issues, rather opportunities to ensure the development does not compound existing environmental issues.</i>
11 Aug 2022	Confirmation that archaeological authority has been approved.
30 Aug 2022	Iwi report confirming archaeological report.
26 Jan 2023	Phone call discussing eco-development opportunities.
8 Feb 2023	Restoration recommendations document supplied by the Trust to WNDL.
7 Aug 2023	On-site half-day kōrero with the Taiao group and all WNDL directors. Positive and constructive.
9 Mar 2024	All relevant documents supplied by WNDL including initial cultural assessment, recommendations, and archaeological assessments.
15 Mar 2024	WNDL meets with Trust CEO. Site visit and shared vision.
13 Apr 2025	Proposal to prepare CIA accepted; request for full CIA to be undertaken by the Trust.
15 Apr 2025	Full site visit with Trust Chairman, representatives and WNDL directors. Constructive visit and hui.
9 May 2025	Trust confirmed in-principle support for the project and positive overall view of the masterplan.
7 Aug 2025	Draft Interim CIA submitted (Appendix 38). Positive response to the project.
26 Aug 2025	Hui between Trust representatives, Catalyst Group and WNDL.
24 Nov 2025	Hui between WNDL and the Trust to discuss key draft reports.
4 Feb 2026	All available draft technical reports shared with the Trust for review.
18 Mar 2026	Draft suite of iwi-related conditions provided to the Trust for review and feedback (Appendix 33 reference set).

Date	Engagement
7 Apr 2026	Hui to discuss the Trust's feedback on draft conditions and application reports.

The Trust has throughout the engagement been a supportive, constructive and willing partner. Directors record their appreciation of the time, expertise, and mātauranga that the Trust has contributed, and of the Interim CIA completed in August 2025.

The Directors have worked closely and collaboratively with the Trust over more than four years and greatly value the relationship that has developed.

4.1 Costs incurred by WNDL for Trust engagement

WNDL has met the Trust's costs of participating in pre-lodgement engagement in full. Invoices paid to the Trust between May 2022 and December 2025 total approximately \$21,700 (exclusive of GST where applicable). A further invoice of \$15,571 (inclusive of GST) was received on 9 April 2026 covering Catalyst Group review of pre-application documents and ecological reports together with iwi kaimahi time. That invoice has been approved for payment. The substantive application was lodged with the EPA on 30 March 2026.

5. Matters raised by Te Ātiawa and how they have been responded to

The Trust's Interim Cultural Impact Assessment (**Appendix 38**, August 2025) sets out the Trust's values through the lens of whakapapa, wairua, mana, māramatanga, te ao tūroa and mauri, and identifies five categories of cultural concern, each accompanied by proposed responses.

WNDL's overall response to the matters raised is summarised in **sections 6.10 (theme summary) and 6.11.1 (matters in conditions)**, and assessed in **sections 8.5.3.1, 8.6.2 and 7.2.5 / 7.2.11**. The cross-reference table below summarises, theme-by-theme, the matter raised, the response, where the response can be located in the lodged material, and the draft consent condition(s) by which the response is secured.

Theme	Matter raised by the Trust	How responded to	Where to find it	Draft condition(s)
Waterways and water treatment	Potential adverse effects on culturally significant waterways from stormwater and wastewater. Conditional support for the use of wetlands for stormwater treatment, subject to those functions not conflicting with the wetlands' role as habitat and mahinga kai.	Addressed through the engineering and ecological design. The stormwater and wastewater systems are designed to manage and treat water before discharge; wetland design supports both treatment and ecological / mahinga kai function. The Paetawa Stream realignment improves water quality outcomes and	6.10 (theme: water) 7.2.5 (Ecological effects) Appendix 10 (Engineering Report) Appendix 26 (Ecological Effects Assessment)	GWRC 49–69 (wetland offsetting / monitoring) GWRC 100–105 (Ngarara Stream realignment) GWRC 118–121 (fish passage) GWRC 122–135 (stream / culvert / boardwalk works)

Theme	Matter raised by the Trust	How responded to	Where to find it	Draft condition(s)
		ecological connectivity.		
Relationship of tāngata and whenua	Concern that conversion of the open landscape into private allotments will alienate hapū members from ancestral lands. Request for papakāinga provision within the development and unfettered access to mahinga kai, rongoā, and other taonga species.	Recognised through the design (preservation of ecological corridors, public reserves, dune restoration). Papakāinga provision and mahinga kai access are matters of commercial and relational character that are proposed for the side agreement (see section 7).	6.11.2 (matters proposed for side agreement) 8.5.3.1 (Cultural Impact Assessment) 8.6.2 (section 6(e) RMA — relationship of Māori with their ancestral lands) Appendix 37 14.2 (side agreement matters)	Not a conditioned matter; addressed through the side agreement.
Cultural landscape and identity	Risk that large-scale development will erase the cultural landscape. Incorporation of cultural narrative into the site design sought, including interpretation panels, pou or tohu, and street names designed and approved by Te Ātiawa kaumātua.	Iwi input into street naming and into landscape (street tree) design is secured through conditions. Detailed cultural narrative design (interpretation panels, pou or tohu) is proposed for the side agreement.	6.10 (theme: cultural identity) 6.11.1 (cultural matters in conditions) 6.11.2 (side agreement)	KCDC Road Naming condition (input from all four iwi groups required) KCDC SPMMP 4–6 (iwi input into landscape plans)
Kaitiakitanga of te taiao	Strong support for proposed dune, wetland, and stream restoration. Request for full participation in restoration design and planting plans, inclusion of taonga species such as pīngao and watercress, mātauranga-informed restoration, nursery supply, and first right of refusal on restoration planting contracts.	Iwi input into restoration design and planting plans is secured through the ERMP and SPMMP conditions, and through streamworks notification and CEMP requirements. Nursery supply and first right of refusal on planting contracts are commercial matters proposed for the side agreement.	6.10 (theme: ecological restoration) 7.2.5.5 (Ecological Restoration Management Plan) 7.2.8.5 (Construction and Environmental Management Plan) Appendix 26 (Ecological	GWRC 27–29 (ERMP and planting plan submission) GWRC 19–26 (wetland monitoring framework) KCDC 106–114 (ERMP, mitigation planting) KCDC 115–117 (Native Freshwater Fauna Salvage

Theme	Matter raised by the Trust	How responded to	Where to find it	Draft condition(s)
			Effects Assessment)	and Relocation Plan) KCDC SPMMP 4–6 (eco-sourced native planting; iwi input)
Wāhi taonga and wairua	Risks from earthworks to spiritually and historically significant sites, including potential disturbance of tūpuna or taonga. Request for iwi monitors throughout earthworks, contractor briefing protocols, and approval rights over fill and metal brought onto the site.	Timatanga ceremony, iwi monitor presence, the Kaitiaki Monitoring Strategy, and the accidental discovery protocol are all secured through conditions. Practical fill and metal approval protocol is proposed for the side agreement.	6.11.1 (cultural matters in conditions) 7.2.11 (Archaeological effects) Appendix 27 (Archaeological Assessment of Effects)	GWRC 7 (Timatanga Ceremony) GWRC 8–10 (Kaitiaki Monitoring Strategy) GWRC 11–12 (Discovery of Artefacts / Accidental Discovery) GWRC 94–95 (CEMP certification — captures iwi monitor and protocol requirements)

A complete cross-reference between the matters raised and the supporting documentation is contained in **Appendix 37 (Consultation Summary Report) section 10.1.4** and the supporting analysis in **section 6.10**.

6. Remaining matters in the FTAA process — draft consent conditions

The full suite of draft conditions is contained in **Appendix 33** (“Proposed Consent Conditions — Final for lodgement 29 March 2026”). The draft iwi-related conditions, which were provided to the Trust in advance on 18 March 2026, have been developed directly from the matters raised by the Trust in the Interim CIA and through engagement. They are tabulated below, with the specific draft condition number(s), the outcome secured, the CIA matter addressed, and a pointer to the supporting background in the application material.

Draft condition	Condition no.	Outcome secured	CIA matter addressed	Background
Timatanga Ceremony	GWRC 7	WNDL to invite all four iwi (Ātiawa ki Whakarongotai, Ngāti Raukawa ki te Tonga, Te Rūnanga o Toa Rangatira and Muaūpoko Tribal Authority) to a karakia	Wāhi taonga and wairua	6.11.1; 7.2.11

Draft condition	Condition no.	Outcome secured	CIA matter addressed	Background
		ceremony prior to works commencing on site.		
Kaitiaki Monitoring Strategy (KMS)	GWRC 8–10	Collaborative cultural monitoring framework, including identification of tohu, mahinga kai attributes, and tikanga-based methods. Iwi monitors invited to be present throughout key works that could affect sensitive areas.	Wāhi taonga and wairua; Kaitiakitanga of te taiao	6.11.1; Appendix 38 (CIA)
Accidental Discovery / Discovery of Artefacts	GWRC 11–12	Immediate cessation of works, notification to iwi and Heritage NZ, and application of the Ātiawa ki Whakarongotai accidental discovery protocol where any kōiwi, taonga or other archaeological material is uncovered.	Wāhi taonga and wairua	7.2.11; Appendix 27 (Archaeological AEE)
Wetland framework conditions	GWRC 19–26	Establish the wetland monitoring framework that supports the ERMP, including pre- and post-construction monitoring of wetland extent and condition.	Waterways and water treatment; Kaitiakitanga of te taiao	7.2.5; Appendix 26
Ecological Restoration Management Plan (ERMP) submission	GWRC 27–29; KCDC 106–114	ERMP and planting plans to be submitted, with iwi input into wetland and dune planting plans, eco-sourcing, restoration methodology, and species selection (including pīngao and watercress).	Kaitiakitanga of te taiao	7.2.5.5; Appendix 26
Wetland offsetting and enhancement	GWRC 49–69	Detailed wetland offsetting, enhancement and ongoing monitoring obligations, securing the long-term ecological and cultural integrity of the wetland network.	Waterways and water treatment; Kaitiakitanga of te taiao	7.2.5; Appendix 26
Construction and Environmental	GWRC 94–95; KCDC	Final CEMP to be certified before construction. The	Wāhi taonga and wairua;	7.2.8.5

Draft condition	Condition no.	Outcome secured	CIA matter addressed	Background
Management Plan (CEMP)	CEMP conditions	CEMP captures iwi monitor presence, contractor briefing protocols, and management of construction effects.	Kaitiakitanga of te taiao	
Ngarara Stream realignment and streamworks	GWRC 100–105; KCDC 122–135	Notification to iwi prior to and following streamworks, iwi input into construction methodology and restoration planting, and detailed stream / bridge / culvert / boardwalk obligations.	Waterways and water treatment; Kaitiakitanga of te taiao	7.2.5; Appendix 26
Native Freshwater Fauna Salvage and Relocation Plan; fish passage	KCDC 115–117 (salvage); KCDC 118–121 (fish passage)	Salvage and relocation of native freshwater fauna prior to in-stream works, and provision for upstream and downstream fish passage in all permanent structures.	Waterways and water treatment; Kaitiakitanga of te taiao	7.2.5; Appendix 26
Road Naming	KCDC Road Naming condition	Three proposed names for each road, based on a theme, to be provided to Council. Input must be sought from all four iwi groups (Ātiawa ki Whakarongotai, Ngāti Raukawa ki te Tonga, Te Rūnanga o Toa Rangatira and Muaūpoko Tribal Authority), with any input received provided to Council together with the road names.	Cultural landscape and identity	6.11.1
Streetscape Planting, Maintenance and Management Plan (SPMMP)	KCDC SPMMP 4–6	All vegetation native and eco-sourced. Draft landscape plans to be sent to all four iwi groups for review and input. Any input received to be included in the SPMMP submitted to Council, together with a clear statement of how the recommendations have been implemented (or, if not, why not).	Cultural landscape and identity; Kaitiakitanga of te taiao	6.11.1

The Directors are seeking the Trust’s feedback on these draft conditions through the FTAA process. In particular, the Directors would welcome confirmation from the Trust that:

- the matters raised by the Trust in pre-application engagement and in the Interim CIA have been appropriately reflected in the draft conditions and supporting application material; and
- the conditions, taken together with the ERMP, KMS, SPMMP, CEMP and other management plan requirements, provide an adequate framework for securing the cultural outcomes sought by the Trust through the construction and implementation phases.

Any further refinements agreed through hui and/or written exchanges, will be reflected in WNDL’s further submission of conditions to the Expert Panel.

7. Remaining matters for the side agreement

A number of matters raised by the Trust are commercial or relational in nature and are not properly addressed through consent conditions. These matters are listed in **section 6.11.2** and **Appendix 37 section 14.2**, and are proposed to be resolved between WNDL and the Trust through a side agreement to be negotiated in parallel with the FTAA process.

The Directors consider this approach is consistent with recognised good practice under the FTAA for matters that sit outside the consenting framework.

Matter	Indicative scope	Background reference
Papakāinga provision	Whether and how a papakāinga opportunity can be provided within the development.	6.11.2; Appendix 37 14.2
Mahinga kai access	An access protocol covering areas, species, timing, and permitted activities within the development.	6.11.2; Appendix 38
Cultural narrative in site design	A process for cultural design approval and WNDL’s commitment to funding interpretation panels, pou or tohu, and other cultural design elements.	6.11.2
Nursery supply and planting contracts	The commercial terms on which the Trust’s nursery is engaged in restoration planting work, including first right of refusal on planting contracts.	6.11.2; 7.2.5.5
Ownership of private open space	Arrangements in relation to private open space post-completion of the development.	6.11.2
Fill and metal approval	A practical protocol for Te Ātiawa approval of fill and metal brought onto the site, including relevant sources, timelines, and decision criteria.	6.11.2; 7.2.8.5 (CEMP)

The Directors propose that the side agreement negotiation proceed on the following basis:

- both parties will engage in good faith with a view to settling the agreement in parallel with the FTAA process;
- the parties’ respective participation in the negotiation will be at their own cost, reflecting the primarily commercial nature of the matters in issue and the balance of interest each party has in reaching an agreement; and

- agreed outcomes will be recorded in a single side agreement document, cross-referring to the consent conditions where appropriate.

8. Conclusion

The Directors remain committed to a respectful, constructive and transparent relationship with the Trust. Through the pre-lodgement phase, WNDL has engaged early, shared information openly, responded to the Trust's concerns in project design, funded and supported the preparation of the CVA and Interim CIA, and developed a comprehensive package of draft consent conditions that give effect to the cultural outcomes the Trust has identified.

The Directors thank the Trust for the mahi and manaakitanga it has extended through this process.

The Directors look forward to a hui and to receiving the Trust's feedback on the draft consent conditions. The Directors also welcome the opportunity to progress the side agreement alongside the FTAA process.

Ngā mihi nui.

Andrew Beatson

For and on behalf of the Directors of Waikanae North Developments Limited

20 April 2026