

MEMORANDUM OF UNDERSTANDING

BETWEEN

HAMILTON CITY COUNCIL (HCC)

AND

OHAUPO LAND LTD, CHINAMANS HILL LTD, GOLDEN RIDGE FARM LIMITED & GOLDEN RIDGE PARK LIMITED, SOUTH PARK AGRI DEVELOPMENT LTD, THEODOOR BONGERS LTD & GRAEME ROGERSON (OWNERS)

BACKGROUND

- A. The Owners own land in Waipa District Council (WDC) territory which is contained within the area of land adjacent to the HCC territorial boundary known as area Southern Links 1 (SL1) as shown on the map which is set out at **Attachment 1** to this Memorandum of Understanding (MOU).
- B. SL1 has been identified by HCC and Waipa District Council (WDC) through a Strategic Land Agreement dated 3 October 2022 as an area of land that is intended to become part of the HCC territory subject to terms to be agreed between HCC and WDC (transfer).
- C. The Owners seek that the transfer be given effect to so that it can enable urbanisation of its landholding within the SL1 area.
- D. The owners have entered into a joint venture to work collaboratively with HCC to explore the potential urbanisation of SL1. The breakdown of the land holdings of the owners in SL1 is show in **Attachment 2**.
- E. There are known constraints to providing infrastructure services (water, wastewater, stormwater and transport) to support urbanisation of this area. HCC has not secured resource allocation or management authorisations (e.g. water, wastewater and stormwater); designed for or funded any infrastructure investment needed to service the SL1 area. Ecological and indigenous biodiversity require restoring, protecting and enhancing within SL1. A holistic approach to ecological and indigenous biodiversity in SL1 will be taken which integrates with ecological corridors external of SL1. These matters need to be addressed to support the transfer.
- F. HCC and the Owners have agreed to enter into this MOU to set out the basis upon which they will engage in order to investigate the transfer.
- G. The purpose of this MOU is to set out a workplan and key milestones for progressing the incorporation of SL1 growth area into Hamilton City, to enable housing, employment, and business development to commence.



AGREED PRINCIPLES

1. The parties will work collaboratively and in good faith to investigate and progress the transfer of the SL1 area in accordance with the agreed principles set out in this MOU.
2. The parties will investigate the transfer in a manner consistent with, and directed towards achieving, the Hamilton Urban Growth Strategy (HUGS) Principles for Out of Boundary Development set out as follows:

Any out-of-boundary development must enhance the overall wellbeing of current and future Hamiltonians and create quality communities by:

- a) **Delivering:**
 - i. neighbourhoods where key services are close by and easily accessible
 - ii. compact and accessible developments
 - iii. alignment with key public transport corridors providing good access to the central city
 - iv. affordable housing choices
 - v. sustainable and integrated infrastructure solutions
 - vi. significant land value uplift for the benefit of the wider community
 - vii. places to work, or quality connections to places of work
 - viii. places for recreation
 - ix. best practice urban design
 - b) **Enhancing Hamilton's economy**
 - c) **Protecting and recognising cultural heritage**
 - d) **Responding to climate change**
 - e) **Growing green areas and biodiversity**
 - f) **Meeting the costs of all infrastructure**
 - g) **Not compromising planned investment**
3. The timing, terms and conditions of the transfer are matters for HCC and WDC to determine, and HCC's position will be determined in a manner consistent with its obligations as a Future Proof partner, including acting in accordance with the "Future Proof Strategy 2022".
 4. The Owners will undertake and fund all necessary resource allocation (water, wastewater stormwater) assessments and infrastructure capacity and network assessments in accordance with Council's requirements to demonstrate how the development of the SL1 area can be integrated and accommodated by the HCC infrastructure networks. All assessments will be aligned with the Council's three waters master plans and transport strategy and, include the provision for District Plan permitted, but not yet established, development within each assessment. The recommendations from the assessments will provide sustainable long-term solutions and not be based on interim servicing solutions (e.g. onsite wastewater storage).
 5. Where those assessments require access to HCC information and data or require modelling assessments, HCC will make that Information and data available and facilitate modelling



assessment under its control. The Owner will meet the cost of access to and use of relevant data and/or modelling software.

6. Before any transfer of the SL1 area takes place, the Owners and Council must enter into a binding development agreement which sets out an agreed draft structure plan for the SL1 area, including details of all land uses, densities, typologies, open space networks, and road and three waters networks. Where suitable, through an evidential basis, open space networks shall demonstrate and provide for the restoration of habitat for the Long -Tailed Bat and integrate with surrounding ecological corridors. The parties acknowledge that the final form of a structure plan for the area will be determined following transfer of the SL1 area land and is subject to the relevant regulatory process.
7. The development agreement will also include requirements for the Owners (or future developer) to fund, at no cost to Council:
 - a. the relevant planning processes necessary to support urbanisation of the proposed development area (including those relating to district plan change processes; Waka Kotahi approval to access their network; securing water allocation, wastewater discharge allocation and stormwater management consents);
 - b. all infrastructure within the development area;
 - c. all infrastructure upgrades outside of the SL1 area necessary to service the development area;
 - d. the vesting (subject to future subdivision processes once the transfer is effected) of an agreed minimum area of land within SL1 area to Council for public open space requirements.;
 - e. an appropriate monetary contribution to address any benefit obtained through connecting to Councils existing networks and treatment plants. The Parties acknowledge that any such payment is not a "financial contribution" pursuant to the RMA.
8. In advancing the transfer of SL1 area the parties will work together in accordance with the following sequencing:
 - a. First, completion of a scoping study which will address strategic land use issues as required under Future Proof 2022 and the HUGS Principles for Out of Boundary Development and identify the site development, resource use and infrastructure planning investigations needed to support urbanisation of the area. The scoping study will also address and make comment on any National Policy Statement (NPS) that has relevance to the site. Alignment with or a potential pathway through the relevant requirements of the NPS shall be demonstrated. The land use component of the scoping study will be done in an integrated, boundaryless way taking the areas surrounding the SL1 area into account;
 - b. Secondly, completion of an assessment of land use and work recommended in the scoping study including the resource use assessments (e.g. water allocation), infrastructure assessments, identifying the long-term servicing solutions, and overall structure planning exercise for the SL1 area;
 - c. Thirdly, completion of a development agreement between Council and the Owner as required under clauses 6 and 7 of this MOU;

- d. Fourthly, completion of all negotiations between Council and WDC as to the terms and conditions of the transfer; and
 - e. Fifthly, commencement and completion of the boundary adjustment process as required under the Local Government Act 2002 and the Local Government Commission;
 - f. Finally, after completion of the transfer, implementing the necessary plan change to enable the urbanisation of the SL1 area.
9. The progression of the sequencing noted in clause 8 above will be subject to relevant Council approvals, delegations and resolutions.
10. The parties will work openly with other willing land owners within the SL1 area and other relevant agencies such as Waka Kotahi NZTA and Waipa District Council to progress the transfer and HCC will engage with those other land owners on the same basis as set out in this MOU.
11. Nothing in this MOU contractually binds the parties to any outcome in respect of the transfer of the SL1 area and this MOU may be brought to an end unilaterally by written notice by either party.

DATED: FEBRUARY 2023

SIGNED BY AND ON BEHALF OF



HCC
General Manager Growth
Name: Blair Bowcott



HCC
Chief Executive
Name: Nicholas Lance Vervoort



OWNERS
Ohaupo Land Ltd
Name: AD Sones



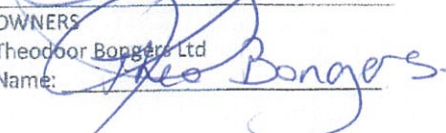
OWNERS
Chinamans Hill Ltd
Name: Murray Porter



OWNERS
Golden Ridge Farm Ltd & Golden Ridge Park Ltd
Name: Schoonheede



OWNERS
South Park Agri Development Ltd
Name: Les Harrison

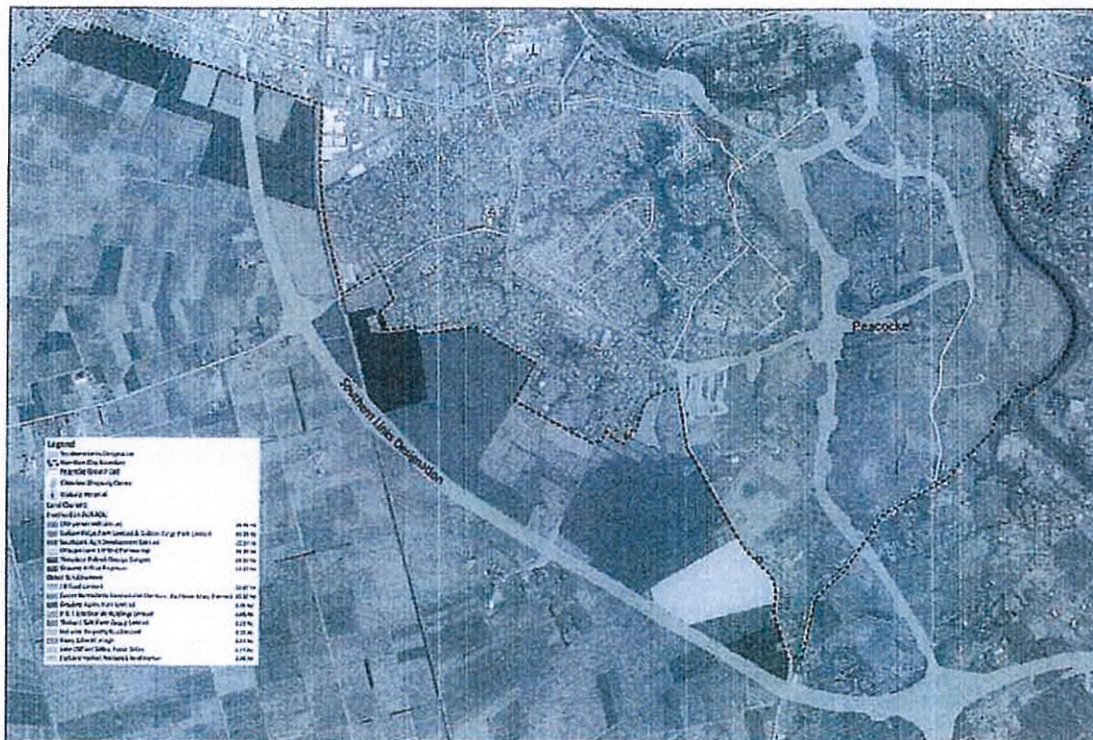


OWNERS
Theodoor Bongers Ltd
Name: Theo Bongers



OWNERS
Graeme Rogerson
Name: Graeme Rogerson

ATTACHMENT 1 – MAP OF SL1 LANDOWNERS



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ATTACHMENT 2 - Breakdown of the land holding of the joint venture owners in SL1

Company name	Landowner
Ohaupo Land Ltd	GD Jones
Chinamans Hill Ltd	Porters (Murray Porter)
Golden Ridge Farm Limited & Golden Ridge Park Limited	Sehryn Mexted
South Park Ari Development Ltd	Les Harrison
Theodoor Bongers Ltd	Theodoor Bongers
Graeme Rogerson	Graeme Rogerson

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GPU - Emerging Areas - SL1 MOU Final - 25 Jan 2023

Final Audit Report

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