

MEMORANDUM OF UNDERSTANDING FOR THE SL1 STAGE 2: HOUCHENS

Prepared by Pouwhenua Consultancy Ltd representing the Ngaati
Wairere Taiao Trust on behalf of the SL1 Tangata Whenua Working
Group

Date: 18 December 2025

Memorandum Of Understanding for the SL1 Stage 2: Houchens

Between

SL1 Tangata Whenua Working Group (SL1 TWWG) – Representing Ngaati Wairere, Ngaati Maahanga, Ngaati Tamainupoo, Ngaati Hauaa, Ngaati Koroki-Kahukura, and Ngaati Apakura, with the support of Waikato-Tainui.

And

The SL1 Houchens Consortium – Comprising Chinamans Hill Limited, and Ohaupo Land Limited Partnerships

Project: SL1 Houchens

Date: 18 December 2025

1. Background and Context

- 1.1** Southern Links 1 (SL1) is an approximately 440-hectare landholding located along the south-western edge of Kirikiriroa–Hamilton, extending from Frankton through Dinsdale toward the Waikato–Waipaa boundary.
- 1.2** The SL1 area sits within the rohe of the Waikato-Tainui Raupatu Claim Area and is collectively represented for the purposes of the SL1 project through the Southern Links 1 Tangata Whenua Working Group (SL1 TWWG), comprising representation from Ngaati Wairere, Ngaati Maahanga, Ngaati Tamainupoo, Ngaati Hauaa, Ngaati Korokii-Kahukura, and Ngaati Apakura, with the support of Waikato-Tainui.
- 1.3** SL1 has been identified through Hamilton City Council's Emerging Areas framework as a strategic growth area supporting coordinated residential development, employment land supply, and supporting infrastructure, and is directly linked to the Southern Links Transport Corridor, a Road of National Significance.
- 1.4** The SL1 concept framework provides for large-scale, master-planned development, integrating residential neighbourhoods, industrial land, neighbourhood centres, open space networks, wetlands, and strategic transport connections.
- 1.5** This MOU relates specifically to the SL1 Houchens Development, a combined residential and industrial stage within the wider SL1 area, providing for substantial residential growth, retirement living, industrial land supply, mixed-use neighbourhood centres, and ecological restoration outcomes supported by a comprehensive Master Plan.
- 1.6** The Parties acknowledge that whenua, wai, and the natural environment are interconnected, and that land-use and development decisions within SL1 have direct and indirect implications for the health and wellbeing of the Waikato Awa, its tributaries, and associated catchments. Development within SL1 will therefore proceed in a manner that recognises and respects mana whenua relationships and tikanga Maaori, and the protection and enhancement of mauri, consistent with Te Ture Whaimana and the principle of intergenerational wellbeing for natural resources.

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2. Purpose

- 2.1 This Memorandum of Understanding (MOU) establishes a clear, enduring, and good-faith relationship between the Parties in relation to Stage 2 of the Southern Links 1 Houchens Project
- 2.2 This MOU applies for the life of the project and provides a framework for engagement, Cultural Values Assessment development, design and planning input, mitigation and enhancement outcomes, and consideration of consent conditions that benefit mana whenua, the environment, and the wider community.

3. Status of this MOU

This MOU is not a consent or statutory approval and does not fetter statutory decision-making or Treaty Settlement redress mechanisms.

4. Project Description – SL1 Houchens

- 4.1 The SL1 Houchens Development is a combined residential and industrial development within the wider Southern Links 1 area, comprising approximately 145 hectares of land.
- 4.2 The residential component comprises approximately 55 hectares of net residential development, providing for approximately 1,300 residential units of varying typologies, including single detached dwellings, duplexes, terraced apartments, and a retirement village of approximately 400 units. Residential development is supported by neighbourhood centres, open space networks, and integrated stormwater and landscape design.
- 4.3 The industrial component comprises approximately 25 hectares, generating between 24 and 47 industrial allotments to accommodate a range of industrial activities compatible with the wider SL1 framework.
- 4.4 The development includes two mixed-use neighbourhood centres, open space and water bodies, and infrastructure devices including wetlands, designed to support ecological restoration and environmental enhancement.
- 4.5 Accessibility and legibility are supported by a 30-metre-wide north-south spine road, together with strategic connections to the surrounding transport network. The north-western edge of the site includes strategic industrial land that provides key connectivity to the proposed Southern Links Houchens interchange, a Road of National Significance.
- 4.6 The SL1 Houchens Development is underpinned by a comprehensive Master Plan that integrates residential, industrial, transport, open space, and ecological outcomes.

5. Role and Scope of SL1 TWWG

- 5.1 SL1 TWWG provides cultural, environmental, design, and planning input throughout the life of the project, including CVA development, early design engagement, mitigation recommendations, and exercise of mana whakahaere on behalf of recognised hapuu and affiliated marae.

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5.2 Engagement under this clause will include participation in workshops, hui, and design processes as agreed between the Parties.

5.3 The SL1 TWWG does not act as a consent authority

6. Recognition of Hapuu, Marae and Mana Whakahaere

The hapuu and affiliated marae represented by SL1 TWWG are recognised within the Waikato-Tainui Treaty Settlement framework and vicariously represent Waikato-Tainui interests through mana whakahaere principles throughout the life of the project.

7. Treaty Settlement Redress and Co-Governance

7.1 The Parties acknowledge Te Ture Whaimana, Joint Management Agreements, and Waikato-Tainui settlement legislation as Treaty settlement redress, guiding restoration and protection of the Waikato River and natural environment for present and future generations.

7.2 The Waikato-Tainui Environmental Plan (Tai Tumu, Tai Pari, Taiao) will inform CVA development, environmental mitigation measures, restoration processes and design outcomes.

8. Cultural Values Assessment (CVA)

8.1 The Parties agree that a Cultural Values Assessment (CVA) will be prepared in relation to this stage of the SL1 project.

8.2 The CVA will be led or coordinated by the SL1 TWWG and will reflect mana whenua values, tikanga Maaori, maatauranga Maaori, and place-based knowledge relevant to the project.

8.3 The CVA may address, but is not limited to, matters relating to:

- a.** Land use and development effects;
- b.** Waterways, stormwater systems, and downstream receiving environments;
- c.** Biodiversity, ecological restoration, and mauri enhancement;
- d.** Urban design, layout, landscape treatment, and cultural expression;
- e.** Construction methodologies and implementation practices.

8.4 In addition, and where appropriate, the CVA may explore and provide recommendations in relation to:

- a.** Employment and workforce participation opportunities for mana whenua;
- b.** Procurement and contracting opportunities, including local and iwi-aligned suppliers;
- c.** Design responses that reflect cultural values, identity, and place;
- d.** Housing opportunities, including pathways that may support mana whenua or whaanau aspirations over time.

8.5 The Parties acknowledge that the matters identified above are included for consideration and exploration through the CVA process, and do not constitute commitments, guarantees, or binding obligations unless otherwise agreed through subsequent processes.

8.6 The Parties acknowledge that CVA timeframes and implementation pathways will be agreed having regard to project staging, information availability, and resourcing, and that sufficient time will be allowed to support meaningful engagement and robust outcomes.

8.7 The CVA may inform:

- a. Resource consent and fast-track applications;
- b. Consent conditions and management plans;
- c. Monitoring, mitigation, restoration, and enhancement frameworks;
- d. Ongoing engagement arrangements across the life of the project.

9. Early Engagement and Site Access

9.1 Engagement with SL1 TWWG will occur prior to site visits, investigations, or intrusive works. SL1 TWWG will be involved in plan and design development from the outset, not only at draft stage.

9.2 Where urgent site access or investigations are required for safety, compliance, or statutory reasons, the Parties agree that early notification and engagement with SL1 TWWG will still occur wherever practicable, and that any such access does not negate the broader engagement commitments set out in this MOU.

10. Mitigation, Enhancement, and Consent Conditions

10.1 SL1 TWWG will recommend mitigation, restoration, monitoring, and enhancement measures to inform consent conditions, subject to statutory processes.

10.2 Mitigation and enhancement measures identified through engagement and the CVA process are intended not only to avoid, remedy, or mitigate adverse effects, but, where practicable, to actively contribute to restoration outcomes within the receiving environment, including waterways, wetlands, and associated catchments, in a manner consistent with Te Ture Whaimana and Treaty Settlement redress.

10.3 Where mitigation or enhancement measures are adopted, the Parties may agree to proportionate monitoring and reporting approaches appropriate to the stage and nature of the development.

11. Term and Review

This MOU applies for Stage 2 and associated implementation phases and may be reviewed by agreement.

12. Resourcing and Cost Recovery

12.1 The Parties acknowledge that effective engagement, Cultural Values Assessment preparation, and participation by the SL1 Tangata Whenua Working Group require appropriate resourcing.

12.2 The Parties agree that processes for resourcing, cost recovery, and invoicing will be developed and confirmed through a Terms of Reference (ToR) agreed between the SL1 TWWG and the applicant and/or consultants.

12.3 The Terms of Reference may address matters including, but not limited to:

- scope of engagement and deliverables;
- resourcing and funding responsibilities;
- invoicing and payment procedures; and
- timeframes and reporting expectations.

12.4 Nothing in this clause creates a financial obligation on any Party unless and until such arrangements are expressly agreed in writing through the Terms of Reference.

13. Dispute Resolution

13.1 In the event of any disagreement regarding the interpretation or implementation of this MOU, the Parties will seek to resolve the matter in good faith through direct dialogue.

13.2 Where the matter cannot be resolved through discussion, the Parties may, by agreement, refer the matter to an independent mediator or facilitator, prior to considering any formal processes.

13.3 The Parties acknowledge the importance of maintaining collaborative relationships and will, where appropriate, prioritise tikanga-based approaches to resolution.

14. Signatories

For and on behalf of the SL1 Tangata Whenua Working Group (TWWG) (Representing Ngaati Wairere, Ngaati Maahanga, Ngaati Tamainupoo, Ngaati Hauaa, Ngaati Koroki-Kahukura, and Ngaati Apakura, with the support of Waikato-Tainui)

s 9(2)(a)

Date: 18 December 2025

s 9(2)(a)

Pouwhenua Consultancy Ltd, representing the Ngaati Wairere Taiao Trust on behalf of the SL1 Tangata Whenua Working Group

For and on behalf of the SL1 Houchens Consortium (Applicants):

Chinamans Hill Limited	Ohaupo Land Limited Partnerships
s 9(2)(a) Signed: _____ Date: ____20/01/2026_____	s 9(2)(a) Signed: _____ Date: ____23/1/2026_____

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