

Before a Board of Inquiry  
MacKays to Peka Peka Expressway Proposal

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*under:* the Resource Management Act 1991

*in the matter of:* Notice of requirement for designation and resource consent applications by the NZ Transport Agency for the MacKays to Peka Peka Expressway Proposal

*applicant:* **NZ Transport Agency**  
*Requiring Authority*

Statement of rebuttal evidence of **Dr James Bentley** (Alliance Project Manager – MacKays to Peka Peka Expressway) for the NZ Transport Agency

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Dated: 26 October 2012

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REFERENCE: John Hassan (john.hassan@chapmantripp.com)  
Suzanne Janissen (suzanne.janissen@chapmantripp.com)

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## **STATEMENT OF REBUTTAL EVIDENCE OF JAMES BENTLEY FOR THE NZ TRANSPORT AGENCY**

- 1 My full name is James Michael Bentley.
- 2 I have the qualifications and experience set out at paragraphs 2-4 of my statement of evidence in chief, dated 7 September 2012 (*EIC*).
- 3 I confirm that I am authorised to give this evidence on behalf of the NZ Transport Agency (*NZTA*).
- 4 In this statement of rebuttal evidence, I respond to the evidence of:
  - 4.1 Loretta Pomare, on behalf of herself (submitter 0309);
  - 4.2 Sarah Ann Lindsay, on behalf of Highway Occupants Group (*HOG*) (submitter 0542);
  - 4.3 Beth Lindsay, on behalf of HOG (submitter 0542);
  - 4.4 Sacha Walters, on behalf of NZ Historic Places Trust (*HPT*) (submitter 0647); and
  - 4.5 Benjamin Ngaia, on behalf of the Takamore Trustees (submitter 0703).
- 5 I rely on my *EIC* and this rebuttal statement to set out my opinion on what I consider to be the key alignment and design options for this hearing.
- 6 Consistent with my *EIC* I have referred to the MacKays to Peka Peka Expressway Project as "the Project" in this rebuttal evidence.

### **EXECUTIVE SUMMARY**

- 7 I have read the statements of evidence provided by submitters that are relevant to the key alignment and design options.
- 8 This evidence has not caused me to depart from the opinions expressed in my *EIC* and I re-confirm the conclusions reached in my *EIC*.

### **EVIDENCE OF SUBMITTERS**

#### **Loretta Pomare (submitter 0309)**

- 9 Paragraph 13 of Ms Pomare's evidence states that moving the Vector gas pipeline will cost \$50M and that it is unclear whether the cost of moving the pipeline has been included in the Project estimate. I would like to clarify that the cost of relocating the Vector gas pipeline is estimated as \$10M and this has been included in the Project estimate.

10 At paragraph 29, Ms Pomare states:

*"when I asked Jim Bentley why they [the NZTA] hadn't chosen a certain route through Raumati, his reply was "it would have severed the community, which would not have been acceptable and it's not best practice". How then is it acceptable to sever the Waikanae Community into three narrow strips?"*

11 In considering the Southern Option, the alternative (the option known as the Queen Elizabeth Park option) would potentially have left a community of approximately 100 properties isolated from the wider community that they are naturally aligned with. The situation in Waikanae is not comparable and I refer to the evidence of **Ms Julie Meade Rose** who concludes that the Expressway alignment through Waikanae will not result in physical severance.

12 At paragraph 99, Ms Pomare states that in a meeting she attended on the 22 July 2011 the NZTA responded to her question *"why was this [WLR] never considered"* by stating that it was *"political"*. I think that it is necessary to point out that I have said on a number of occasions that the decision to invest in the Roads of National Significance (RoNS) was a government policy decision. This should not be interpreted as saying that the choice of route through this area was *"political."*

**Sarah Ann Lindsay - HOG (submitter 0542)**

13 Paragraph 2.13 of Ms Lindsay's evidence states that:

*"Best practice land use planning and urban design have not been utilised in current application. This is particularly the case with regard to the alignment selected for the southern entrance sector."*

14 I disagree with this statement. I outlined in my EIC the factors that were considered during the multi criteria analysis (MCA) process when deciding on the southern end alignment. I refer to **Mr Marc Baily's** EIC in regards to urban design and land use planning considerations and **Mr Boyden Evans'** EIC for matters on landscape and visual effects.

15 At paragraphs 2.35, 3.8, 3.11-3.12 and 4.1 Ms Lindsay criticises the team used in developing and designing the Project and states that *"there is little to indicate that other design professionals were involved in the actual design of the expressway"*.<sup>1</sup> As the Project Manager of the Alliance I disagree with Ms Lindsay's statements. In my EIC I have described the MCA process used to select the alignment which involved representatives from a wide range of

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<sup>1</sup> Paragraph 4.1.

disciplines.<sup>2</sup> These technical experts were also involved in the development of the Project alignment and design as set out in the Technical Reports, the assessment of environmental effects and in the evidence in chief prepared on behalf of the NZTA.

- 16 I refer to **Mr Bailey's** and **Mr Evan's** evidence which outlines the extent of the work undertaken in relation to urban design and landscape in relation to the Project.

**Beth Lindsay - HOG (submitter 0542)**

- 17 Paragraph 12.4 of Ms Lindsay's evidence states that:

*"it does not appear that Options 2A and 2B were tested to determine what impact increasing the weighting given to the Social Criteria (encompassing 'displacement') would have on the overall rating".*

- 18 This is incorrect. At the Management Review held on 10 March 2011 the appropriateness of the recommendation at the southern entrance was verified by questioning whether the recommendation would change if the significance (or weighting) of the impact of acquiring property was doubled. The Review, which was held to consider the outputs from the MCA workshops, concluded that this would not change the recommendation.

**Sacha Walters - NZHPT (submitter 0647)**

- 19 At paragraph 49 of Ms Walter's evidence she states:

*"In my opinion, NZTA has placed more weight on the economic and social concerns than cultural concerns when making its decision on the final alignment of the proposed Expressway."*

- 20 I refer to my EIC for the description of the MCA process that was followed to assess the various alignment options. I will not repeat this here but wish to state that no additional weighting was placed on economic and social matters relative to cultural matters. In the management reviews which followed the MCA workshops all of these factors were considered thoroughly.

- 21 At paragraph 44 and 128 of her evidence Ms Walters states that:

*"Recognising and providing for matters of national significance under section 6 becomes a 'rubber stamp' exercise."*

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<sup>2</sup> As explained in footnote 87 of the Assessment of Environmental Effects (section 9.4.6) these experts involved in the MCA process included experts in archaeology, ecology, landscape/visual assessment, traffic/transportation, water/air quality, cultural, noise, hydrology/stormwater, geotechnical, urban design, land contamination and vibration.

- 22 I have worked with a range of experts (including planners) having significant input into developing the recommendations which I have been responsible for presenting to the Project Alliance Board (*PAB*) (the decision making body of the Alliance) and to the NZTA decision makers (in particular the Investment and Operation Committee of the NZTA Board).
- 23 As the lead facilitator of the Alliance process I can categorically state that this has been far from a 'rubber stamping' exercise. **Mr Amos Kamo** discusses the relationship and negotiations in relation to cultural matters in detail in his evidence. However I note that in relation to the section 6(e) requirement to "recognise and provide for...the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu and other taonga", I consider that the NZTA has complied with the two step process set out by Ms Walters. In particular:
- 23.1 To ensure the decision makers thought about and recognised the relationship Maori may have in relation to decisions in relation to the Project:
- (a) I have ensured that, in arriving at recommendations to be presented to the decision makers, the Alliance team has been aware of, and had regard to the relationship of Māori with their resources;
- (b) In presenting the recommendations of the Alliance team to decision makers, I have briefed them on the relationship of Māori with their resources. As part of this process, I arranged for the Chairman of the Takamore Trust (Ben Ngaia) to meet with members of the PAB on two occasions. The PAB also met with the Expressway Committee which is comprised of nominated representatives of Te Runanga o Ati Awa ki Whakarongatai.
- 23.2 The decision makers have practically provided for the relationship between the NZTA and tangata whenua by accepting my recommendations for the extent of mitigation which has been proposed to the Takamore Trust.
- 24 I have personally been involved with all stages of this process with Takamore Trust and to some extent Te Runanga o Ati Awa ki Whakarongatai. In particular I have personally discussed mitigation options with the Chairman of the Takamore Trust on many occasions throughout the duration of the development and refinement of the design. The mitigation proposed to Takamore Trust represents the sincere attempt of decision makers to provide for the relationship of Maori with the area.
- 25 I refer to paragraph 130 of Ms Walters evidence where she states:

*"I disagree with the assertion that NZTA fully recognised and provided for the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga in its route selection."*

- 26 For the reasons stated above I do not agree that NZTA did not fully identify, think about and recognise the relationship Maori have with the resource. The proposed mitigation which would lead to the creation of a historic reserve to be administered by the Takamore Trustees covering much of the land within the registered wāhi tapu is clear demonstration of this recognition.
- 27 The proposed mitigation, includes either the creation of the historic reserve or the extension of the designation to protect and preserve land of cultural importance.<sup>3</sup> I consider that the mitigation proposed is a clear and practical provision for the relationship of Māori with their historic land by significantly increasing the guardianship and custodianship of Takamore Trust. The mitigation proposals, which require the acquisition of a significant portion of land, have been selected to provide the long term protection of historical heritage from inappropriate use and development.

**Benjamin Ngaia - Takamore Trustees (submitter 0703)**

- 28 At paragraph 9 of his evidence, Mr Ngaia states:

*"...we do not believe that consultation is the way in which you avoid, remedy or mitigate adverse effects. Consultation is a means to an end."*

- 29 As set out in **Mr Rod James'** rebuttal statement, consultation was not considered by either the NZTA or the Project Team to be mitigation for the adverse cultural effects of the Project. As noted above, there have been a number of meetings between the NZTA, the Project Team and Takamore Trustees to try and reach agreement as to appropriate cultural mitigation. During the consultation process, best endeavours were made by both parties to try and reach agreement as to the mitigation to be provided. However, to date no agreement has been signed.

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<sup>3</sup> Details relating to the creation of a historic reserve are set out in the letter attached to this statement as **Annexure A. Mr Kamo** and **Mr Schofield** also discuss both mitigation proposals in further detail.

- 30 I have attached as **Annexure A** a letter I sent to Mr Ngaia which sets out the full mitigation package put forward so that the Board of Inquiry understands what has been offered by the NZTA. This letter outlines the ongoing commitment of the Project Team to continue working with the Trust to seek to arrive at a position where the Trust is able to accept the presence of the Expressway through the provision of appropriate mitigation.

A handwritten signature in black ink, appearing to read "JMBentley", is centered on the page. The signature is written in a cursive style with a long horizontal stroke at the end.

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**James Michael Bentley**

26 October 2012



**ANNEXURE A – LETTER TO BENJAMIN NGAIA – (CHAIRMAN  
OF THE TAKAMORE TRUSTEES) DATED 26 SEPTEMBER 2012**

Level 2, 17-21 Whitmore Street  
PO Box 8044, Wellington 6140, New Zealand  
T: +64 4 473 7551 // F: +64 4 473 7911  
E: info@M2PP.co.nz

Mr Ben Ngaia  
Takamore Trust Chairman  
55 Waterloo Quay  
PO Box 12164  
Wellington 6144

26 September 2012

Dear Ben

**Re: Information Sharing With The Board Of Inquiry for the MacKays to Peka Peka Expressway**

E te rangatira, tena koe

As we move into the Board of Inquiry process we thought it timely to outline our thinking as to next steps. We are keen to ensure 'no surprises' and that we can continue the respectful and constructive dialogue we have enjoyed to date.

The Alliance remains committed to seeking to arrive at a position where the Trust is able to accept the presence of an Expressway through providing appropriate project mitigation.

As you know, we have previously shared with the Trust NZTA's proposals for environmental mitigation (as set out in the Assessment of Environmental Effects and supporting documents lodged for the hearing), plus specific cultural mitigation proposals and a draft 'project agreement'.

We understand and respect the reasons that the Trust is, to this point, not in a position to reach an agreement with NZTA. As noted above, we remain committed to working with you to pursue a mutually agreed solution.

We very much hope to reach agreement with the Trust by the 5<sup>th</sup> October as this is when your evidence is due to be exchanged. If that cannot be achieved, the full mitigation package information will need to be described to a reasonable level of detail in NZTA's rebuttal evidence (due on 26<sup>th</sup> October). This is because the Board of Inquiry, as RMA decision-makers, will require knowledge of the full mitigation package so that they can form a view on whether legal tests under the RMA are satisfied.

The Alliance would propose that this information be based on the material provided to the Trust to date. This includes a copy of the letter from NZTA's Highways and Network

Operations – Group Manager, Mr Colin Crampton of 18 July 2012 confirming NZTA’s mitigation offer (Appendix 1) and the draft ‘project agreement’ (Appendix 2).

In the meantime we wish to continue to explore with you other mechanisms (i.e. arrangements other than DOC involvement with a Historic Reserve) to achieve the same outcomes. We also wish to work with you to see if we can help tackle some of the other questions raised recently by the Trust.

I remain available to meet with you to discuss any matters you or your Trustees wish to raise and look forward to a continued positive engagement with you.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jim Bentley', with a stylized, cursive script.

**Jim Bentley**  
Alliance Project Manager

## 1.1 Letter From Mr Colin Crampton – NZ HNO Group Manager Appendix 1



### MacKays to Peka Peka Expressway

Level 2, 17-21 Whitmore Street  
PO Box 8044, Wellington 6140, New Zealand  
T: +64 4 473 7551 // F: +64 4 473 7911  
E: info@M2PP.co.nz

Mr Ben Ngaia  
Takamore Trust Chairman  
55 Waterloo Quay  
PO Box 12164  
Wellington 6144

18 July 2012

Dear Ben,

**Re: Mitigation in Relation to the MacKays to Peka Peka Expressway**

E te rangatira, tena koe

Discussions between the NZ Transport Agency (NZTA) and the Takamore Trust over the MacKays to Peka Peka Expressway have been open and constructive over the last two years.

We very much appreciate the way the Trustees and you have engaged with us around exploring what we know are very important issues for the Trust and wider iwi interests.

On behalf of the NZ Transport Agency, I am authorised to confirm what mitigation measures will be delivered by NZTA in relation to the MacKays to Peka Peka Expressway proposal.

If the NZTA is successful in achieving all necessary statutory approvals to construct the Expressway, and on the basis that project funding for construction is released for it, I can confirm the following project mitigation elements will be provided by NZTA:

1. The mitigation will incorporate lands shown in Attachment 1 to this letter. This land will be provided by way of a Reserve under the Reserves Act and the Te Ture Whenua Maori Act, or such other status for this land as is agreed between Takamore and NZTA that is capable of achieving the intent of re-establishing the historic association of local iwi with this land.
2. NZTA will provide the building, access and landscape elements set out in the 'Takamore Concept' document dated 17 May 2012 (W09181\_Takamore\_concept\_20120518.pdf) and described in Attachment 2. The precise location of the elements shown will be finalised with input from the

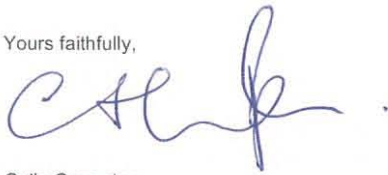
Trust, and further, NZTA will work with the Trust and Kāpiti Coast District Council to enable these elements to be built / established.

3. NZTA confirms its intent to provide the environmental protection, management and enhancement elements as set out in the application documents lodged with the Environmental Protection Authority on 20 April 2012.

I trust the above assurance provides the Trust with the confidence that the NZTA is committed to make good on the mitigation seen as appropriate for the MacKays to Peka Peka Expressway Project.

We look forward to a continuing open and respectful relationship as this matter proceeds through its statutory hearing process. Mr Rod James, NZTA Regional State Highway Manager, and Mr Jim Bentley, the Alliance Project Manager, are available to assist with any questions or matters needing further attention.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'C. Crampton', with a small dot at the end.

Colin Crampton

Highways and Network Operations – General Manager  
New Zealand Transport Agency

**1.2 Draft Agreement Appendix 2**

# Agreement

NZ Transport Agency (NZTA)

The Trustees of the Takamore Trust  
(the Trustees)



## **AGREEMENT**

*Date:*

## **PARTIES**

**NZ Transport Agency (NZTA)**

**The Trustees of the Takamore Trust** (*the Trustees*)

## **BACKGROUND**

- A NZTA and the Trustees together with the Kāpiti Coast District Council (KCDC) and the Department of Conservation (DoC) intend to enter into a Memorandum of Understanding (MOU) which will set out steps in relation to seeking the transfer of land and agreed building and environmental works in the vicinity of the Takamore Wahi Tapu, or, if more appropriate, the establishment and administration of a historic reserve under the Land Act 1948 (LA) and the Reserves Act 1977 (RA), and establishment of a Maori Reserve under the Te Ture Whenua Maori Act 1993 in connection with the Mackays to Peka Peka Expressway Project (*the Project*).
- B Part of the Project is proposed to pass through land (as shown highlighted on the cadastral map attached to this Agreement as Appendix 1) which is of cultural and historical importance to the Trustees (*Land*). The Crown and KCDC currently own the Land. The parts of the Land owned by the Crown are managed by the NZTA under delegated authority from the Minister for Land Information.
- C NZTA intends for the Land to be set aside as a historic reserve under the LA and the RA to be managed by the Trustees as an “administering body” with the intent that the Trustees will be responsible for the ongoing management and control of the Land into the future.
- D The NZTA intends for the Adjacent Land to be set apart as a Maori Reserve under the Te Ture Whenua Maori Act 1993.
- E The Trustees consider that it would be legally possible for the Land to be vested in fee simple in the Takamore Trust without the Minister for Land Information or KCDC needing to go through the offer back process under section 40 of the Public Works Act 1981. As of the date of this Agreement the NZTA does not consider that to be legally possible. However, the NZTA is willing to continue discussions with the Trustees in relation to this issue in accordance with this Agreement. “
- F This Agreement sets out further terms agreed between NZTA and the Trustees.
- G The Trustees are mandated by Te Runanga o Āti Awa ki Whakarongotai Inc in accordance with direction from the Kaumatua Committee to exercise rangatiratanga and kaitiaki responsibilities for the Land. The Trustees enter into this Agreement in accordance with that mandate.





- H The Resource Management Act 1991 (*RMA*) also provides for the protection of historic heritage (section 6 (f)) and directs that particular regard to be given customary rights (section 6 (g)) and kaitiakitanga (section 7 (a) of the *RMA*). This document recognises these specific statutory provisions as relevant to the agreement.

**The Parties agree** as follows:

**AGREEMENT CONDITIONAL**

- 1 This Agreement is conditional upon:
- 1.1 NZTA, the Trustees, KCDC and DoC all entering into a MOU in the form of the draft MOU attached to this Agreement as **Appendix 1**; and
  - 1.2 NZTA confirming in writing to the Trustees that it has obtained all requisite Statutory Approvals upon terms and conditions satisfactory to the NZTA (in NZTA's sole opinion); and
  - 1.3 NZTA confirming in writing to the Trustees that the NZTA has received funding approval under the Land Transport Management Act 2003 for funding that is sufficient (in NZTA's sole opinion) to enable the Project to proceed.

**WORKS TO THE LAND AND OTHER MATTERS TO BE ADDRESSED BY NZTA**

- 2 Subject to it being able to obtain the consents and recommendations identified in clause 3 of this Agreement and the necessary statutory notices being given the NZTA is committed to:
- 2.1 Securing the Land being set aside as a Historic Reserve with the Trustees as the administering body in accordance with the Process set out in the MOU, appendix 1; and securing the Adjacent Land being set apart as a Maori Reserve.
- 3 As:
- 3.1 Part(s) of the Land are owned by the Crown and part(s) of the Land are owned by KCDC; and
  - 3.2 The Adjacent Land is owned by the Crown,
- the parties acknowledge that:
- 3.3 The Land would only be able to be set apart as an Historic Reserve with the consent of the Minister of Conservation and Minister for Land Information and KCDC;
  - 3.4 The Adjacent Land can only be set apart as a Maori Reserve with the consent of the Minister for Land Information, and Minister for Maori Affairs and the



Chief Executive of Te Puni Kokiri and on the recommendation of the Maori Land Court.

4 In the event that the Land is set apart as a Historic Reserve, with the Trustees as the administering body, then subject to clause 5 of this Agreement the NZTA agrees to carry out the following works (*Building Works*) on the Land:

- (i) the construction of a building for cultural purposes;
- (ii) car parking facilities;
- (iii) walkways;
- (iv) the retention of existing buildings and structures for adaptive reuse, and
- (v) an access road from the Cultural Complex to a public highway;

4.1 Generally as shown on the plans and specifications attached to this Agreement as **Appendix 2** (*Plans and Specifications*). The Trustees acknowledge that the route of an access road shown on the Plans and Specifications is for illustrative purposes and is one of several route options and that the NZTA will work with the Trustees, KCDC and other potentially affected parties to seek to find a mutually agreed solution for an access road to the Land and secure all necessary statutory consents and approvals for such an access road;

4.2 Subject to any modifications required as a result of any term or condition of any Statutory Approval, undertake cultural and ecological mitigation on the Land (and near the Land but within any designation obtained by NZTA for the project generally in accordance with the relevant Statutory Approval(s) (*Cultural and Ecological Mitigation Works*):

- (i) planting of native species generally in accordance with the ecological and landscape planting plans set out in the relevant Statutory Approval(s);
- (ii) water quality protection measures generally in accordance with the relevant Statutory Approvals;
- (iii) provision of measures for the protection of fish species and fish passage generally as set out in the relevant Statutory Approvals; and
- (iv) provision of Pou (cultural markers) to acknowledge the cultural significance of the locality in keeping with the intent of the concept shown in Plan [X] of the Plans and Specifications;

5 NZTA will only carry out the building works if it obtains all Statutory Approvals required for it to do so on terms and conditions satisfactory to the NZTA (in NZTA's sole opinion). If NZTA does obtain such Statutory Approvals it shall commence the



Building Works after commencement of construction of the Project and shall complete such works as soon as reasonably practicable.

- 6 The NZTA shall commence the Cultural and Ecological Mitigation Works after commencement of construction of the Project and shall complete such works as soon as reasonably practicable.

### **MAORI RESERVE**

- 7 NZTA agree to use all reasonable endeavours to seek to secure the Adjacent Land being set apart as a Maori Reserve under the Te Ture Whenua Maori Act 1993.

### **8 Further discussions around Trustees proposal for vesting freehold**

The parties agree that following that date on which this Agreement has been signed by both parties, they will have further discussions in relation to:

8.1 The Trustees suggestion that it could be legally possible for the Land to be vested in fee simple in the Takamore Trust without the Minister for Land Information or KCDC needing to go through the offer back process under section 40 of the Public Works Act 1981.

8.2 Any mechanisms other than having the Land set aside as a Historic Reserve and the Adjacent Land being made a Maori Reserve which would better address the Trustees concerns in relation to the Project.

### **9 The parties acknowledge that:**

9.1 If as a result of those discussions the parties agree to pursue any mechanisms for dealing with the Land and/or the Adjacent Land other than having the Land set aside as Historic Reserve and the Adjacent Land made a Maori Reserve then in order for the parties to pursue those mechanisms this Agreement would need to be formally amended in writing.

9.2 Unless and until this Agreement is formally amended in writing the NZTA is contractually bound by its obligations under this Agreement including any obligations under clauses 2 and 7 of this Agreement.

### **NZTA'S STATUTORY ROLE**

- 10 Nothing in this Agreement will override NZTA's Role and if there is a conflict between the provisions of this Agreement and NZTA's Role, then NZTA's Role will prevail.

### **MANDATE OF THE TRUSTEES**

- 11 The Trustees confirm that they have been mandated by the members of Te Āti awa ki Whakarongotai Kaumatua Committee iwi and all other iwi and hapu in the vicinity of the Land and the Adjacent Land to enter into this Agreement on their behalf.



**GOOD FAITH**

- 12 Each party shall act with the utmost good faith towards each other in undertaking their obligations under this Agreement.

**COUNTERPARTS**

- 13 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Execution of facsimile counterparts will be sufficient for this purpose.

**NO PARTNERSHIP**

- 14 Nothing in this Agreement constitutes a partnership, joint venture or trust relationship between the parties.

**VARIATIONS IN WRITING**

- 15 This Agreement may only be varied in writing executed by both parties.

**INTERPRETATION**

- 16 In this Agreement, unless the context otherwise requires:

*Adjacent Land* means the land approximately shown edged in red on the plan attached to this Agreement as Appendix 3 [which is currently owned by the Crown and managed by the NZTA under delegated authority from the Minister?];

*administering body* has the same meaning as set out in the RA;

*Board of Inquiry* means a Board of Inquiry appointed by the Minister for the Environment under section 149J RMA to determine the notices of requirement and resource consent applications for the Project;

*Historic Reserve* has the same meaning as set out in the RA;

*Land* means the land highlighted on the cadastral map attached as Appendix 1 of the MOU and as more particularly defined in the MOU;

*Maori Reserve* has the same meaning as set out in section 4 of Te Ture Whenua Maori Land Act 1993

*MOU* means the Memorandum of Understanding to be entered into by the parties together with KCDC and DoC a draft of which is attached to this Agreement as **Appendix 1**;

*NZTA's Role* means NZTA's statutory and regulatory role(s) under the Government Rounding Powers Act 1989, the Land Transport Management Act 2003 or any other Act, regulation or by-law, and the performance by NZTA of that role and as a Crown entity;



*Process* means the proposed process for setting apart the Land as a Historic Reserve as that term is defined in the MOU; and

*the Project* means the approximately 16 kilometres of expressway from just north of MacKays Crossing to Peka Peka; and

*Statutory Approval* means a designation, resource consent, archaeological authority or other statutory authority required for or in relation to the Project.



AGREEMENT

**EXECUTED AS AN AGREEMENT**



**SIGNED** for and on behalf of the **NZ  
TRANSPORT AGENCY:**

\_\_\_\_\_  
**Name:**



**SIGNED** for and on behalf of the  
**TAKAMORE TRUST by its Trustees:**

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**Name: Ben Ngaia (Chairman)**

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**Name: Hemi Sundgren**

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**Name: Johnny Goodman**

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**Name: Lillian Ropata**

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**Name: Lisa Ngaia**

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**Name: Mei Hughes**

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**Name: Sandra Edwards**

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**Name: Sandy Thomas**

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**Name: Shirley Edwin (Treasurer)**

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**Name: Stephen Kearney**

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**Name: Tone Ellison**

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**Name: Brent Lindsay**

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**Name: Lesley Mullen**





**APPENDIX 1 – DRAFT MEMORANDUM OF UNDERSTANDING (MOU)**



**APPENDIX 2 – OUTLINE PLANS AND SPECIFICATIONS OF THE BUILDING WORKS**



AGREEMENT

**APPENDIX 3 – PLAN SHOWING THE ADJACENT LAND**