



IAF HOUSING OUTCOMES AGREEMENT

BETWEEN

**KĀINGA ORA - HOMES AND
COMMUNITIES**

AND

WATCHMAN CAPITAL LIMITED

AND

ROTORUA DISTRICT COUNCIL

FOR

**Central & Western Area
Development**

REFERENCE P058

Date:

AGREEMENT

The parties (identified below in Part 1) agree to be bound by the terms and conditions of this Agreement, as set out below in Part 1 (Key Details), Part 2 (General Terms), Part 3 (Definitions and Interpretation) and the Schedules.

Part 1: Key Details

1. Parties

KĀINGA ORA

Kāinga Ora – Homes and Communities, a Crown entity established under the Kāinga Ora – Homes and Communities Act 2019 and a Crown agency under the Crown Entities Act 2004 (**Kāinga Ora**), acting on behalf of the Crown

DEVELOPER

Watchman Capital Limited (**Developer**)

FUNDING RECIPIENT

Rotorua District Council, a territorial authority listed in Part 2 of Schedule 2 to the Local Government Act 2002 (**Funding Recipient**)

with the Developer and the Funding Recipient together being the **Housing Development Parties**.

2. Background

Infrastructure Acceleration Fund

In June 2021, the New Zealand Government announced the Infrastructure Acceleration Fund (**IAF**) initiative as part of the Housing Acceleration Fund (announced in March 2021).

The IAF is designed to allocate funding to new or upgraded infrastructure (such as transport, three waters and flood management infrastructure) to (1) unlock housing development in the short-to-medium term, and (2) enable a meaningful contribution to housing outcomes in areas of need.

Kāinga Ora has been mandated by the New Zealand Government to administer the IAF and to conduct a process designed to allocate IAF funding to suitable eligible infrastructure projects to unlock housing developments and enable housing outcomes.

IAF process

On 30 June 2021, Kāinga Ora released an Invitation for Expressions of Interest (**EOI**) as the first stage in the IAF process. Applicants responded to the EOI with housing development proposals outlining high level information about the relevant housing development, its associated infrastructure requirements and responses to the eligibility and evaluation criteria.

Applicants with successful EOI proposals received a Request for Proposals (**RFP**), asking them to submit more fulsome information and sufficient detail about their proposal in order to enable Kāinga Ora to undertake due diligence to confirm eligibility and fully evaluate the proposals.

The Funding Recipient submitted a housing development proposal in response to the EOI and subsequently received a RFP. The Funding Recipient submitted a response to the RFP in December 2021 (**Updated Proposal**), which Kāinga Ora has evaluated.

The Funding Recipient and Kāinga Ora subsequently entered into negotiations in relation to the Updated Proposal.

Approval of IAF funding and Funding Agreement

Based on the Updated Proposal and negotiations as part of the process described above, the Funding Recipient has been approved by the New Zealand Government for IAF funding support (on the terms and conditions set out in the Funding Agreement between Kāinga Ora

and the Funding Recipient entered into contemporaneously with this Agreement (**Funding Agreement**) to deliver the Enabling Infrastructure Project(s) to unlock and enable the Housing Development identified in **Item 3** below and as further described in **Schedule 1**, which will provide the Housing Outcomes identified in **Item 5** below.

- 3. Housing Development** The housing development to be unlocked and enabled by the Enabling Infrastructure Project(s), is summarised below and is further described in **Schedule 1** (as may be updated, amended or replaced by the parties from time to time pursuant to a HOA Variation Agreement) (the **Housing Development**):

Name of Housing Development	Central & Western Area Development
Name of Developer(s)	<ul style="list-style-type: none"> • Watchman Capital Limited s7(2)(i) • Housing New Zealand Build Limited (Kāinga Ora - Homes and Communities as a Developer) s7(2)(i)
Name of Landowner(s)	<ul style="list-style-type: none"> • Rotorua Lakes Council • Watchman Capital Limited • Kāinga Ora - Homes and Communities (as a landowner) s7(2)(i)
Location (suburb and city)	Central and Western Rotorua
Territorial Authority region	Rotorua District
Total number of dwellings to be Completed (in aggregate across the entire Housing Development)	3,086 dwellings
Delivery period for those dwellings to be Completed	2023 - 2031 for 3,086 dwellings
Brownfield / Greenfield?	Mixed Brownfield / Greenfield
Description of land comprising the entire Housing Development	See land map in Attachment below
Description of Developer's Land (all under contract for purchase by the Developer)	s7(2)(b)(ii)

- 4. Enabling Infrastructure Project(s)** Under the Funding Agreement, the Funding Recipient must undertake and deliver the following new or upgraded infrastructure to unlock and/or accelerate the Housing Development (the **Enabling Infrastructure Project(s)**) on the terms and conditions of the Funding Agreement:

Enabling Infrastructure Project(s)	Description
Flood Management Enabling Infrastructure Project(s)	<p>Western stormwater solution including the following projects:</p> <ul style="list-style-type: none"> • Pukehangī Plan Change 2, including the following sub-projects: <ul style="list-style-type: none"> ○ West 03 - 17 Diamond Street, 48 Collie Drive and 130 Homedale Street ○ West 04a - Freedom Village and Sunnydowns Subdivision ○ West 04b - 125 Pukehangī Road, 363, 387 and unnumbered parcel Pukehangī Road and 30 Matipo Road • West 06 - Frank Street and part of Waikite Rugby Club • West 07 - Springfield Golf Course • West 08 - East of Bennetts Road to Utuhina Stream

	<p>Central stormwater solution including the following projects:</p> <ul style="list-style-type: none"> • Cent 03/04 including the following sub projects: <ul style="list-style-type: none"> ○ Whakatau Street and Glenholme Area ○ East of Lynton Street Fenton CM4 area and Victoria Street and surrounds • Cent 05/06 - Fenton Street RS2 and CM4 • Cent 08 - Recycling Centre • Cent 09 – Rotorua Race Course
Transport Enabling Infrastructure Project(s)	<ul style="list-style-type: none"> • Malfroy / Old Taupo Roading Upgrade • Transport Growth Projects – Minor Improvements & Cycleways
Three Waters Enabling Infrastructure Project(s)	<ul style="list-style-type: none"> • Rotorua Wasterwater Treatment Plant • Pukehangi Development Area Waste Water • Wider Western Area Waste Water Expansion • Water Servicing Pukehangi Road Development • Eastern Reservoir Expansion (Services Rotorua Urban Area)

Table 4.1

The Enabling Infrastructure Project(s) are further defined and described in **Schedule 1** (as may be updated by the parties from time to time pursuant to a HOA Variation Agreement).

In this Agreement the term “Enabling Infrastructure Project(s)” shall mean all Enabling Infrastructure Project(s) as described from time to time in the Funding Agreement and summarised as at the date of this Agreement in **Table 4.1**.

5. Housing Outcomes

The Enabling Infrastructure Project(s), will unlock and enable the Housing Development, which will be capable of providing the relevant infrastructure services to enable the housing outcomes set out below (as may be updated by the parties from time to time pursuant to a HOA Variation Agreement) (**Housing Outcomes**):

	Type of Housing Outcome	Description of Housing Outcome (to be provided in aggregate)	Description of Housing Outcome (responsibility of the Developer under the terms of the Agreement)																
1.	Total number of dwellings to be Completed	The total number of dwellings to be Completed in aggregate in respect of the Housing Development, including those to be Completed by the Developer, is: 3,086.	The total number of dwellings to be Completed by the Developer in respect of the Housing Development is: 96 .																
2.	Number of dwellings to be Completed over each year	The number of dwellings (to be Completed in aggregate in respect of the Housing Development, including those to be Completed by the Developer) in each year is as follows:	The number of dwellings (to be Completed by the Developer in respect of the Housing Development) in each year is as follows:																
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3.	A material number of dwellings to be Completed by December 2029	At least 2,652 dwellings to be Completed by December 2029 in aggregate in respect of the Housing Development, including those to be Completed by the Developer.				At least 96 dwellings to be Completed by the Developer by December 2029 in respect of the Housing Development.																																			
4.	Typology	The majority of dwellings delivered will generally be of a high density typology, including standalone dwellings with smaller sections and/or terraced dwellings.				A mixture of 1, 2 and 3 bedroom terraced and duplex units.																																			
5.	Lower-cost dwellings	All the dwellings delivered by Kāinga Ora are expected to be within the First Home Grant price cap for the region in which the Housing Development is located.				<p>The number of dwellings (to be provided by the Developer) in each year that will be within the First Home Grant price cap for the region in which the Housing Development is located is as follows:</p> <table border="1"> <thead> <tr> <th>2022</th> <th>2023</th> <th>2024</th> <th>2025</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>20</td> <td>20</td> <td>0</td> </tr> <tr> <th>2026</th> <th>2027</th> <th>2028</th> <th>2029</th> </tr> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <th>2030</th> <th>2031</th> <th>2032</th> <th>2033</th> </tr> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <th>2034</th> <th colspan="3">2035 onwards</th> </tr> <tr> <td>0</td> <td colspan="3">0</td> </tr> </tbody> </table> <p>An additional 38 dwellings are expected to be purchased by Kāinga Ora (independently in its capacity as a developer) and used as Public Housing</p>				2022	2023	2024	2025	0	20	20	0	2026	2027	2028	2029	0	0	0	0	2030	2031	2032	2033	0	0	0	0	2034	2035 onwards			0	0		
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6.	Access to amenity and opportunity	The Central area is the main location within Rotorua in short distance to a number of activities resulting in employment opportunities in differing sectors. Shared pathways enables quick access to amenities and jobs. Nine educational facilities support the area. The Western area holds a large cluster of tourism and industrial businesses that serve a large number of jobs as well as significant business activity. Sixteen schools support the area.				The Central area is the main location within Rotorua in short distance to a number of activities resulting in employment opportunities in differing sectors. Shared pathways enables quick access to amenities and jobs. Nine educational facilities support the area. The Western area holds a large cluster of tourism and industrial businesses that serve a large number of jobs as well as significant business activity. Sixteen schools support the area.																																			
7.	Density	The enabling infrastructure in the Proposal will fully enable intensification and density in				The dwellings (to be provided by the Developer in respect of the Housing Development) are																																			

		Rotorua that is aligned to the National Policy Statement on Urban Development (NPS-UD).	expected to support intensification by meeting the National Policy Statement on Urban Development.
8.	Māori / Iwi	The population of Rotorua is 40% Māori, as such it is anticipated that a significant portion of the infill and intensification will be on Māori-owned land.	<p>Mana whenua will be involved in the delivery of the dwellings (to be provided by the Developer in respect of the Housing Development) as follows:</p> <ul style="list-style-type: none"> • Tawharau Construction, a Māori owned building company will be undertaking the building of the dwellings.
9.	Environmental	The areas are supported by well-established public transport routes and shared paths.	<p>The dwellings (to be provided by the Developer in respect of the Housing Development) will support housing development that is environmentally sustainable by:</p> <ul style="list-style-type: none"> • Recycled wood chips will be used in the construction of the dwellings; and • Access to public transport routes and shared paths.

The Housing Outcomes are based on the information submitted as part of the Updated Proposal (as updated as necessary to reflect the position as at the date of this Agreement).

The Funding Recipient and the Developer each acknowledge that the Housing Outcomes are the fundamental basis on which the Funding Recipient was selected to receive IAF Funding for the IAF funded Enabling Infrastructure Project(s) under the Funding Agreement. The Funding Recipient and the Developer therefore each acknowledge that achievement of the Housing Outcomes in relation to the Housing Development are of the utmost importance to Kāinga Ora, including, in particular, the delivery of the total number of dwellings to be provided by the Developer and in the years contemplated, in each case as set out in this **Item 5**.

The Developer will use its reasonable endeavours to:

- deliver the total number of dwellings to be provided by it and in the years contemplated, as well as all other Housing Outcomes identified in relation to it as set out in this **Item 5**; and
- achieve the Housing Development milestones (**Housing Development Milestones**), as set out in **Schedule 2**.

6. Developer Commitments

The Developer provides the following commitments to Kāinga Ora and the Funding Recipient under this Agreement (the **Developer Commitments**):

	Developer Commitments	Description of Developer Housing Outcomes Commitment
1.	Housing Outcomes	<ul style="list-style-type: none"> • The Developer will use its reasonable endeavours to achieve the Housing Outcomes identified in relation to it as set out in Item 5.
2.	Fair Share Principle	<ul style="list-style-type: none"> • The Developer acknowledges and commits to the principle that it should be paying a similar share of the costs of the Enabling Infrastructure Project(s) as would be the case if the Enabling Infrastructure Project(s) were funded by traditional means through the Funding Recipient (but recognising the Funding Recipient's ability to recover costs of the Enabling Infrastructure Project(s) from Developer(s)/Landowner(s) is subject to the requirements of the Local Government Act 2002 and applicable law) (the Fair Share Principle). This is generally its fair share of the reasonable "growth" portion of the total cost of the Enabling Infrastructure Project(s) (recognised by the Funding Recipient as development contributions), which as at the Commencement Date is expected to be approximately at least \$10,856 per household unit equivalent (HUE) (of the total cost of the Enabling Infrastructure Project(s)).

		<ul style="list-style-type: none"> The Developer confirms that it will enter into all necessary arrangements with the Funding Recipient to give effect to, and make relevant payments in accordance with, the Fair Share Principle.
3.	Dwellings	<ul style="list-style-type: none"> The Developer confirms that: <ul style="list-style-type: none"> in the case of an integrated land and housing development to be undertaken by the Developer in respect of the Housing Development: <ul style="list-style-type: none"> all dwellings to be Completed by the Developer in relation to the Housing Development are to be funded and constructed by or on behalf of the Developer; and the Developer expects to have access to sufficient funding to undertake construction of the relevant dwellings for the Housing Development; or in the case of a land subdivision development to be undertaken by the Developer in respect of the Housing Development, it will provide when required by Kāinga Ora a well-defined sales strategy to give confidence that dwellings will be delivered on the sites enabled and it will execute that sales strategy.
4.	Developer(s)/Landowner(s) Local infrastructure	<ul style="list-style-type: none"> The Developer confirms that, as is ordinarily the case: <ul style="list-style-type: none"> all Developer(s)/Landowner(s) Local Infrastructure in relation to the dwellings to be Completed by the Developer, or the relevant sites to be subdivided and sold by the Developer pursuant to a land subdivision development, in each case in respect of the Housing Development is to be funded or undertaken by or on behalf of the Developer; and the Developer expects to have access to sufficient funding to undertake all Developer(s)/Landowner(s) Local Infrastructure in relation to the dwellings to be Completed by the Developer, or the relevant sites to be subdivided and sold by the Developer pursuant to a land subdivision development, in each case in respect of the Housing Development.
5.	Developer Information Confirmations	<ul style="list-style-type: none"> Except as specifically disclosed otherwise to Kāinga Ora prior to the Commencement Date, the Developer warrants that all information in relation to the Developer provided to Kāinga Ora pursuant to or in connection with the Updated Proposal and any other information provided to Kāinga Ora by the Developer (or by the Funding Recipient) in relation to the Developer in connection with this Agreement, particularly in relation to (but without limitation) the Developer’s capability, track record, experience and reputation in relation to the delivery of housing developments (the Developer Information), is true, accurate and complete in all respects and not misleading in any material respects, and to the Developer’s best state of knowledge, remains true, accurate and complete as at the date of this Agreement. The Developer will immediately notify Kāinga Ora in writing if any of the Developer Information is no longer true, accurate and complete at any stage during the term of this Agreement.
6.	Developer Public Announcements	<ul style="list-style-type: none"> Where the Funding Recipient, Kāinga Ora, relevant Ministers and other applicable governmental entities or agencies are preparing for, or making, a joint public announcement in relation to the Enabling Infrastructure Project(s), the Housing Development and the Housing Outcomes, the Developer will: <ul style="list-style-type: none"> Co-operate with the Funding Recipient and Kāinga Ora in relation to such announcement; and where appropriate, join the Funding Recipient and Kāinga Ora in making such announcement. The Developer shall not make any public announcement referencing the Enabling Infrastructure Project(s) and/or the IAF without obtaining Kāinga Ora’s prior consent to any statements to be made by the Developer.
7.	Developer Reporting	<ul style="list-style-type: none"> The Developer will: <ul style="list-style-type: none"> Co-operate with the Funding Recipient and provide all assistance reasonably requested by the Funding Recipient in relation to the satisfaction of the Funding Recipient’s reporting obligations to Kāinga Ora (as set out in the Funding Agreement or otherwise), including, but not

		<p>limited to, providing regular quarterly reporting to the Funding Recipient in relation to the progress and status of the Housing Development, and the delivery of the Housing Outcomes, in the reporting format specified by the Funding Recipient. These reports will be provided to the Funding Recipient to enable the Funding Recipient to provide to Kāinga Ora as part of its general reporting package by the 10th Business Day following the end of each December, March, June and September prior to the End Date; and</p> <ul style="list-style-type: none"> ○ immediately notify Kāinga Ora in writing of any material issues or risks arising or expected to arise in relation to the Housing Development or the Housing Outcomes, or performance of this Agreement, and the actual or proposed mitigations to remedy any such issues or risks.
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7. Funding Recipient Commitments The Funding Recipient provides the following commitments to Kāinga Ora and the Developer under this Agreement to help facilitate and support the Housing Development and the Housing Outcomes (**Funding Recipient Commitments**):

	Funding Recipient Commitment	Description of Funding Recipient Commitment
1.	Funding Recipient Information	The Funding Recipient warrants that it is not aware of any fact or circumstance that would adversely affect the deliverability of the Enabling Infrastructure Project(s), the Housing Development and the Housing Outcomes in accordance with the terms of the Funding Agreement and this Agreement.
2.	Funding Recipient Public Announcements	If requested, the Funding Recipient will make a joint public announcement with Kāinga Ora and the Developer in relation to the Enabling Infrastructure Project(s), the Housing Development and the Housing Outcomes and will obtain Kāinga Ora’s prior consent to any statements made by the Funding Recipient as part of that announcement.
3.	Funding Recipient Assistance and Information	<p>To help facilitate the Housing Outcomes the Funding Recipient will:</p> <ul style="list-style-type: none"> ○ provide the Developer with assistance and information as reasonably requested by the Developer in relation to the Housing Development, including: <ul style="list-style-type: none"> ▪ establishing a team responsible for engaging with the Developer (and other developers who have entered into, or will enter into, a Housing Outcomes Agreement with Kāinga Ora and the Funding Recipient in relation to the Housing Development) to manage the regulatory functions associated with resource and building consents and engineering approvals in relation to the Housing Development (Responsible Team); ▪ ensuring that there are representatives of the Funding Recipient who will provide two points of contact for all queries and issue resolution and have the necessary authority to escalate matters at the senior management and executive level at the Funding Recipient for urgent response (Funding Recipient Representatives); ▪ appointing a person to be the role of key account manager who will be one point of contact for queries and resolving issues, who will have oversight of the whole consenting process and authority to escalate matters to senior management and executive level at the Funding Recipient for urgent response (Key Account Manager); ▪ ensuring that the Responsible Team, Funding Recipient Representatives and Key Account Manager are fully briefed on the Housing Development, the programme for delivery and are required to diligently work to meet the relevant statutory timeframes for processing consent applications; and ○ respond reasonably, promptly and adequately to any reasonable requests for information made by the Developer in relation to the Housing Development within a reasonable timeframe.

Kāinga Ora and the Developer each acknowledge that the Funding Recipient is the territorial authority for the area in which the Enabling Infrastructure Project(s) and the Housing Development are to be undertaken, and that in terms of its regulatory functions as a local authority the Funding Recipient must act as an independent local authority and not as a party to this Agreement. Any undertaking of the Funding Recipient acting as a party to this Agreement shall not be construed as a consent or approval of or bind it in its regulatory capacity.

8. Achieving Housing Outcomes

The Developer shall establish a monitoring system and notify Kāinga Ora in writing as soon as it becomes aware of any matter which:

- poses a risk or raises an issue in relation to the achievement of any Housing Outcome identified in relation to it as set out in **Item 5**;
- is reasonably likely to result in the Developer breaching any of its Developer Commitments as set out in **Item 6**; and/or
- poses a risk or raises an issue in relation to the satisfaction of any Housing Development Milestone by the applicable timeframe set out in **Schedule 2**.

At any time after notification of any matter or issue and otherwise upon reasonable request, Kāinga Ora may require the Developer and, if required, the Funding Recipient:

- to meet with Kāinga Ora (including pursuant to clause 4.3 of **Part 2** (General Terms)) to discuss and understand, and explore options for avoiding or reducing the impact of any matters or issues notified or relating to any matters contemplated by this Agreement, including in particular the achievement of any Housing Outcome; and/or
- to use its reasonable endeavours to pursue any option(s) agreed with Kāinga Ora as further described in clause 4.3(d) of **Part 2** (General Terms)) to avoid or reduce the impact of the matters or issues notified or relating to any matters contemplated by this Agreement, including in particular the achievement of any Housing Outcome.

9. Transfer of land

Kāinga Ora acknowledges that, subject to this **Item 9**, the Developer may sell, transfer or otherwise dispose of the Land in the ordinary course of its business as a developer for the purpose of enabling the Housing Outcomes. For clarity, this includes granting a mortgage, subdividing the Land into superlots or individual lots, and transferring those lots to third parties for the delivery of the Housing Outcomes.

Given that the Housing Outcomes are the fundamental basis on which the Funding Recipient has been selected to receive the IAF Funding under the Funding Agreement Kāinga Ora requires that if the Developer sells, transfers or otherwise disposes of any of its rights, title or interest in all or a substantial part of the Land to a third party (each a **Proposed Transferee**) then the Proposed Transferee also commits to using reasonable endeavours to achieve the Housing Outcomes.

Therefore, the Developer may sell, transfer or otherwise dispose of any of its rights, title or interest in all or a substantial part of the Land to any Proposed Transferee provided the Developer has obtained the prior written approval of Kāinga Ora, which will be given provided that:

- the Proposed Transferee enters into documentation agreeing to be bound by and perform the Developer's obligations under this Agreement on terms satisfactory to Kāinga Ora, acting reasonably; and
- the Proposed Transferee is able to comply with the Developer's obligations under this Agreement to the satisfaction of Kāinga Ora, acting reasonably.

Kāinga Ora will use its reasonable endeavours to respond to any such request for written approval within five (5) Business Days of receipt of such request.

The Developer must notify Kāinga Ora in writing of its intention to sell, transfer or otherwise dispose of any of its rights, title or interest in all or a substantial part of the Land at least five (5) Business Days before taking any steps to sell, transfer or otherwise dispose of any of such rights, title or interests

(for example, and without limitation, five (5) Business Days prior to prior to commencing any marketing or advertising).

Right of first refusal

Where the Developer is unable to sell, transfer or otherwise dispose of any of its rights, title or interest in all or a substantial part of the Land due to the sole reason that a Proposed Transferee is not willing to enter into documentation agreeing to be bound by and perform the Developer's obligations under this Agreement (demonstrated to the reasonable satisfaction of Kāinga Ora), then Kāinga Ora – Homes and Communities will have a right of first refusal to purchase all or the relevant part of the Land the Developer is unable to sell, transfer or otherwise dispose of at a market value to be determined by an independent valuer appointed jointly by the Developer and Kāinga Ora – Homes and Communities (each acting reasonably).

The market value must be determined by the independent valuer on an open market, willing buyer, willing seller basis, but subject to the requirement that the independent valuer must assume the relevant buyer must perform the Developer's obligations in this Agreement if a transfer of all or the relevant part of the Land were to occur.

If Kāinga Ora – Homes and Communities does not provide notice in writing to the Developer exercising its right of first refusal within twenty (20) Business Days of receipt of notice from the independent valuer of the market value of all or the relevant part of the Land, the Developer will not require Kāinga Ora's prior written approval to sell, transfer or otherwise disposes of any of its rights, title or interest in all or a substantial part of the Land to the relevant Proposed Transferee (as is otherwise required under this **Item 9**).

If Kāinga Ora – Homes and Communities does provide notice in writing exercising its right of first refusal within twenty (20) Business Days of receipt of notice from the independent valuer of the market value of all or the relevant part of the Land, then such notice constitutes an enforceable agreement by the Developer to sell and by Kāinga Ora – Homes and Communities to purchase all or the relevant part of the Land, and the parties will take all such actions as required by **Item 10** to give effect to such agreement, including executing a sale and purchase agreement. The sale and purchase agreement for the Land will be on the latest edition of the ADLS/REINZ agreement for sale and purchase of land, as amended to include the reasonable requirements of Kāinga Ora – Homes and Communities and the Developer.

The parties agree and acknowledge that references in this right of first refusal provision in this **Item 9** to "Kāinga Ora – Homes and Communities" are to Kāinga Ora – Homes and Communities in a capacity not acting on behalf of the Crown, and the parties agree (for the purposes of Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017) the relevant parts of this right of first refusal provision in this **Item 9** relating to Kāinga Ora – Homes and Communities are for the benefit of and are enforceable by Kāinga Ora – Homes and Communities in a capacity not acting on behalf of the Crown.

10. Further assurances

Each party to this Agreement will:

- co-operate with each other party and work together in good faith, and, as soon as possible, agree a protocol for managing information flows between them (including in relation to the Enabling Infrastructure Project(s), the Housing Development and the Housing Development Milestones), including:
 - so that the relationship between the parties is operated, and material information is provided, on a no surprises basis; and
 - to ensure the timely supply of information as and when it is due, and the parties raise any issue or concern at the earliest possible opportunity; and
 - do or procure the doing of all acts and/or execute or procure the execution of
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documents reasonably necessary or required for giving full effect to this Agreement (and in the case of the Developer only, achieving the Housing Outcomes identified in relation to it as set out in **Item 5**).

11. Contents The contents of this Agreement are set out below:

Part 1	Key Details	Schedule 1	Housing Development and Enabling Infrastructure Project(s)
Part 2	General Terms	Schedule 2	Housing Development Milestones
Part 3	Definitions and Interpretation		

12. Contact Persons

Kāinga Ora’s Contact Person:
 Name: Shelley Lye
 Email: s7(2)(a)

Funding Recipient’s Contact Person:
 Name: Jean-Paul Gaston
 Email: Jean-Paul.Gaston@rotorualc.nz

Developer’s Contact Person:
 Name: Marcus Jacobson
 Email: s7(2)(a)

13. Address for Notices

To Kāinga Ora – Homes and Communities
 7 Waterloo Quay, Pipitea, Wellington
 Attention: IAF Project Team
 Email: s7(2)(a)

To the Developer
 s7(2)(a)
 Attention: Marcus Jacobson
 Email: s7(2)(a)

To the Funding Recipient:
 Jean-Paul Gaston
 1061 Haupapa Street, Rotorua 3010
 Attention: Jean-Paul Gaston
 Email: Jean-Paul.Gaston@rotorualc.nz

14. Special terms **Housing Development Milestones**

The Developer will provide to Kāinga Ora the proposed Housing Development Milestones to be included in **Schedule 2** (to the reasonable satisfaction of Kāinga Ora) within ten (10) Business Days of Kāinga Ora and Developer executing this Agreement.

Following receipt of such proposed Housing Development Milestones, Kāinga Ora and the Developer will enter into a HOA Variation Agreement to give effect to such Housing Development Milestones being included in **Schedule 2**.

SIGNED for and on behalf of
**KĀINGA ORA – HOMES AND
COMMUNITIES** by the persons named
below, being persons duly authorised to
enter into obligations on behalf of
Kāinga Ora – Homes and Communities,
acting on behalf of the Crown:



Name:

Name: Gareth Stiven

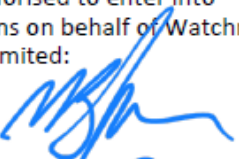
Position:

Position: General Manager -
Strategy Finance and Policy

Date:

Date: 20/07/2022

SIGNED for and on behalf of
WATCHMAN CAPITAL LIMITED by the
persons named below, being persons
duly authorised to enter into
obligations on behalf of Watchman
Capital Limited:


Name: Marcus Jacobson

Position: Director

Date: 13 July 2022


Name: Andrea Jacobson

Position: Director

Date: 13/7/22

S7(2)(b)(ii)

SIGNED for and on behalf of
ROTORUA DISTRICT COUNCIL by the
person named below, being a person
duly authorised to enter into
obligations on behalf of the Rotorua
District Council:



Name: Geoff Williams

Position: Chief Executive

Date: 14/7/22

END OF PART 1

PART 2: GENERAL TERMS

1. TERM AND TERMINATION

Commencement Date

- 1.1. This Agreement will be effective on and from the Commencement Date and will remain in force until the End Date, unless terminated in accordance with this Agreement.

Funding Recipient's obligations

- 1.2. For the avoidance of doubt the Funding Recipient shall not be responsible for achieving the Housing Outcomes (including the Housing Development Milestones), unless expressly provided for in this Agreement.

Termination

- 1.3. Kāinga Ora can terminate this Agreement in full or part with immediate effect, by giving notice to the Housing Development Parties, at any time:
 - (a) when the Funding Agreement is terminated by Kāinga Ora in accordance with its terms;
 - (b) if any Housing Development Party repudiates this Agreement or this Agreement is invalid;
 - (c) if any Housing Development Party is materially in breach of any obligation or commitment, or a condition or warranty, under this Agreement and, in the case of a Developer, the Developer fails to remedy that breach to Kāinga Ora's satisfaction; and
 - (d) if any Housing Development Party is in breach of any material obligation or commitment, or a material condition or warranty, under this Agreement and, in the case of a Developer, the Developer fails to remedy that breach to Kāinga Ora's satisfaction.

Survival

- 1.4. Clauses 1 to 9 of **Part 2** (General Terms) survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement that occurred before expiry or termination.

2. WARRANTIES

- 2.1. Each Housing Development Party warrants that, as at the Commencement Date, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with its terms.
- 2.2. The Developer provides the warranties set out in **Item 6 of Part 1** (Key Details).
- 2.3. The Funding Recipient provides the warranties set out in **Item 7 of Part 1** (Key Details).
- 2.4. Each Housing Development Party acknowledges that Kāinga Ora has entered into this Agreement in reliance on these warranties.

3. LIABILITY

- 3.1. Kāinga Ora has no liability to the Housing Development Parties under or in connection with this Agreement and the Funding

Agreement, whether arising in contract, tort (including negligence) or otherwise, other than the obligation to pay to the Funding Recipient, in aggregate, the total net amount of IAF Funding due and payable under the Funding Agreement, capped at the Net Maximum Amount Payable (as defined in the Funding Agreement).

- 3.2. Each Housing Development Party acknowledges that damages may not be an adequate remedy for any breach or default by a Housing Development Party under or in connection with the performance of an obligation under this Agreement, and that Kāinga Ora may seek specific performance of the terms of this Agreement or injunctive relief or any other similar remedy in addition to any other remedies available to it at law or in equity.

4. NOTIFICATION OBLIGATIONS

General

- 4.1. Each Housing Development Party will promptly notify Kāinga Ora if:
 - (a) the Housing Development Party (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest; or
 - (b) the Housing Development Party becomes aware of any matter that could reasonably be expected to have an adverse effect on an Enabling Infrastructure Project(s) or the Housing Development, or result in a breach of any term of this Agreement by the Housing Development Party or termination of this Agreement pursuant to clause 1.3 of **Part 2** (General Terms).
- 4.2. Each Housing Development Party will not at any time do anything in connection with the Enabling Infrastructure Project(s) or the Housing Development that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of Kāinga Ora or any Crown Office. The Funding Recipient will keep Kāinga Ora informed of any matter known to the Funding Recipient which could reasonably be expected to have such an effect.

Review meetings

- 4.3. If reasonably requested by Kāinga Ora, the Housing Development Parties must meet with Kāinga Ora to review and discuss:
 - (a) the progress and status of, and any risks and/or issues in relation to, the Housing Development, the delivery of the Housing Outcomes and/or the achievement of the Housing Development Milestones, including all matters contained in the most recent quarterly reports referred to in **Item 6** and **Item 7 of Part 1** (Key Details) and any issues notified to Kāinga Ora in accordance with **Item 6, Item 7 or Item 8 of Part 1** (Key Details) and/or clause 4.1 of **Part 2** (General Terms);
 - (b) compliance by the Housing Development Parties with their obligations under this Agreement;
 - (c) any other matter reasonably requested by Kāinga Ora; and
 - (d) how the Housing Development Parties and Kāinga Ora can ensure that any risks or issues are appropriately managed and, if reasonably requested by Kāinga Ora, to also then work together in good faith to agree any plan and/or options to avoid or reduce the impact of the relevant risk or issue, and the timeframes for any applicable actions.
- 4.4. Each Housing Development Party will use its reasonable endeavours to undertake and give effect to any plan and/or options prepared and agreed under clause 4.3(d) of **Part 2** (General Terms),

or any other plan and/or option as otherwise agreed with Kāinga Ora.

Co-operation

- 4.5. Each Housing Development Party will co-operate with Kāinga Ora and provide Kāinga Ora with any information about the Enabling Infrastructure Project(s), the Housing Development, the Housing Outcomes and/or the Housing Development Milestones reasonably requested by Kāinga Ora within the timeframe set out in the request, as well as providing reasonable access to its personnel in relation to any such information requests.

5. CONFIDENTIALITY

- 5.1. Subject to clauses 5.2 and 5.3, each party will keep the other parties' Confidential Information in confidence, and will use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
- (a) any party from using or disclosing any information with the written prior consent of the other relevant party;
 - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
 - (c) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law;
 - (d) the Developer from disclosing the terms of this Agreement to a Proposed Transferee(s) in accordance with **Item 9 of Part 1** (Key Details); or
 - (e) Kāinga Ora from using or disclosing to any third party any information, document, report or other material, provided that prior to any such disclosure Kāinga Ora removes all information that is commercially sensitive to the relevant Housing Development Party from the relevant work.
- 5.2. The Housing Development Parties acknowledge and agree that nothing in this Agreement restricts Kāinga Ora's ability to:
- (a) discuss with, and provide all information in respect of, any matters concerning the Housing Development Parties, the Enabling Infrastructure Project(s), the Housing Development, the Housing Outcomes, the Funding Agreement or this Agreement, to any Crown Office or any of their respective advisors;
 - (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
 - (c) publicise and report on the Housing Development and the Housing Outcomes, including the Housing Development Parties and any subcontractor names, and a brief description of the Enabling Infrastructure Project(s) and the Housing Development, on websites; in media releases; general announcements and annual reports.
- 5.3. The Housing Development Parties each acknowledge that:
- (a) the contents of this Agreement; and
 - (a) information provided to Kāinga Ora,

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason, in terms of the Official Information Act 1982, to withhold it. This may include a copy of the Agreement (redacted to remove confidential and commercially sensitive information), being published on Kāinga Ora's website.

- 5.4. Kāinga Ora acknowledges that the Funding Recipient is subject to the Local Government Official Information and Meetings Act 1987 and that its confidentiality obligations under this clause are subject to its compliance with that Act. The Funding Recipient must notify Kāinga Ora if it receives any request for Confidential Information pursuant to the Local Government Official Information and Meetings Act 1987 prior to any disclosure of Confidential Information.

6. MEDIA AND COMMUNICATIONS

- 6.1. Before making any media statements or press releases (including social media posts) referencing this Agreement and/or Kāinga Ora's involvement with the Enabling Infrastructure Project(s) and the Housing Development, the Housing Development Parties will consult with Kāinga Ora, and will obtain Kāinga Ora's prior approval to any such statements or releases.
- 6.2. All correspondence with Kāinga Ora under this clause 6 of **Part 2** (General Terms) must be directed to Kāinga Ora's Contact Person. The Housing Development Parties will refer any enquiries from the media or any other person about the terms or performance of this Agreement to Kāinga Ora's Contact Person.
- 6.3. The Housing Development Parties do not have the right to enter into any commitment, contract or agreement on behalf of Kāinga Ora or any associated body, or to make any public statement or comment on behalf of Kāinga Ora or any Crown Office.

7. DISPUTES

In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), any party may give written notice to the other parties. As soon as reasonably practicable thereafter, the parties will meet and endeavour to resolve the Dispute by discussion, negotiation and agreement. A party must not commence any proceedings in connection with a Dispute unless at least 40 days have elapsed since the issue of a notice, and that party has used reasonable endeavours to comply with this clause. However, nothing in this clause prohibits any party from seeking urgent interim relief.

8. CONTACT PERSONS

- 8.1. All matters or enquiries regarding this Agreement will be directed to each party's Contact Person (set out in **Item 12 of Part 1** (Key Details)).
- 8.2. Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other parties.

9. GENERAL

- 9.1. The Funding Recipient and each Developer acknowledges that Kāinga Ora is acting as the agent of the Crown and is required to consult with the Crown and seek the Crown's consent in relation to the exercise of certain of the rights and obligations of Kāinga Ora under this Agreement.

IAF Housing Outcomes Agreement – Kāinga Ora – Homes and Communities

- 9.2. The Funding Recipient agrees that the Crown may terminate the appointment of Kāinga Ora in relation to the IAF and/or this Agreement and assume, or appoint another person to undertake, the rights and obligations of Kāinga Ora under this Agreement and/or the IAF, without the consent of the Funding Recipient and the Funding Recipient agrees to co-operate with the Crown or such other person to facilitate any such assumption or appointment.
- 9.3. Each notice or other communication given under this Agreement (each a **notice**) will be in writing and delivered personally or sent by post or email to the address of the relevant party set out in **Item 13 of Part 1** (Key Details) or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:
- (a) **Delivery:** delivered personally, when delivered;
 - (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
 - (c) **Email:** sent by email:
 - i. if sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - ii. if subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.
- 9.4. This Agreement (and the Funding Agreement in respect of Kāinga Ora and the Funding Recipient only) constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 9.5. This Agreement may be amended by way of a HOA Variation Agreement signed by all parties in accordance with this Agreement. No amendment to this Agreement will be effective unless agreed in writing and signed by all parties.
- 9.6. No Housing Development Party may assign or transfer any of its contractual rights or obligations under this Agreement, except:
- (a) with Kāinga Ora's prior written approval;
 - (b) in the case of the Funding Recipient only, pursuant to clause 9.7; or
 - (c) in the case of the Developer only, pursuant to **Item 9 of Part 1** (Key Details).
- 9.7. If and to the extent the Funding Recipient is required by law to assign, transfer, sell or dispose of any Enabling Infrastructure Project(s) assets during the term of the Funding Agreement, then this Agreement will be assigned by the Funding Recipient to the relevant assignee at the same time the relevant Enabling Infrastructure Project(s) assets are assigned, transferred, sold or disposed (but such assignment of this Agreement will be only to the extent this Agreement relates to those Enabling Infrastructure Project(s) assets).
- 9.8. No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 9.9. The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 9.10. Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 9.11. This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 9.12. This Agreement may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement.

END OF PART 2

PART 3: DEFINITIONS AND INTERPRETATION

A. Definitions

In this Agreement, unless the context requires otherwise, terms defined in **Part 1** (Key Details) have the meanings specified therein and:

Agreement means this agreement including Parts 1, 2 and 3 and the schedule and appendices (and any other attachments).

Business Day means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

Commencement Date means the date this Agreement has been signed by all parties specified in **Item 1 of Part 1** (Key Details).

Completed means in respect of a dwelling or dwellings, the date on which all necessary code compliance certificates for that dwelling(s) have been obtained.

Confidential Information of a party (**Owner**), means any information in the possession or control of another party (**Holder**) that:

- (a) was originally acquired by the Holder through disclosures made by the Owner or on the Owner's behalf or at the request of the Holder; and/or
- (a) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (b) is derived from information of a kind described in paragraph (a) or (b) above,

but excludes any information which the Holder can show:

- (c) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (d) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are Confidential Information of which each party is both an Owner and a Holder.

Conflict of Interest means any matter, circumstance, interest or activity of the Housing Development Party, its personnel or contractors, or any other person with whom the Housing Development Party has a relationship that:

- (a) conflicts with:
 - i. the obligations of the Housing Development Party (or its personnel or contractors) to Kāinga Ora under this Agreement; or
 - ii. the interests of the Housing Development Party in relation to this Agreement and/or the procuring of the Enabling Infrastructure Project(s); or
- (b) otherwise impairs or might appear to impair the ability of the Housing Development Party (or any of its personnel or contractors)

to diligently and independently comply with its obligations under this Agreement.

Contact Person means, in respect of each party, the applicable "Contact Person" specified in **Item 12 of Part 1** (Key Details).

Crown means The Sovereign in Right of New Zealand.

Crown Office means the Crown, any Minister of the Crown, any Government department or agency and the New Zealand Government generally.

Delivery Plan means a delivery plan agreed in writing and signed by the Funding Recipient and Kāinga Ora pursuant to, and in accordance with, the Funding Agreement.

Developer has the meaning given in **Item 1 of Part 1** (Key Details).

Developer Commitments means the "Developer Commitments" defined in **Item 6 of Part 1** (Key Details).

Developer Information means the "Developer Information" defined in **Item 6 of Part 1** (Key Details).

Developer(s)/Landowner(s) Local Infrastructure means all ineligible "local" infrastructure that is required to enable the construction of housing in respect of the Housing Development and which is undertaken by or on behalf of the Developer and/or landowner(s) in order for the Developer and/or landowner(s) to obtain a certificate under section 224(c) of the Resource Management Act 1991 in respect of the relevant housing.

EOI means the "EOI" defined in **Item 2 of Part 1** (Key Details).

Enabling Infrastructure Project(s) means the "Enabling Infrastructure Project(s)" as defined in the Funding Agreement from time to time and as summarised at the date of this Agreement in **Item 4 of Part 1** (Key Details).

End Date means the date that Kāinga Ora is satisfied that all Housing Outcomes have been delivered by the Housing Development Parties in accordance with this Agreement.

Fair Share Principle means the "Fair Share Principle" defined in **Item 6 of Part 1** (Key Details).

Funding Agreement means the "Funding Agreement" defined in **Item 2 of Part 1** (Key Details).

Funding Recipient Commitments means the "Funding Recipient Commitments" defined in **Item 7 of Part 1** (Key Details).

Funding Recipient Representatives means the "Funding Recipient Representatives" defined in **Item 7 of Part 1** (Key Details).

HOA Variation Agreement means a variation agreement agreed in writing by the parties (based on the standard form provided by Kāinga Ora) which sets out any of the following:

- (a) any updates or amendments to **Schedule 1** following the Commencement Date as contemplated by **Item 3** and **Item 4 of Part 1** (Key Details);

- (b) any updates or amendments to **Item 5** following the Commencement Date as contemplated by **Item 5 of Part 1** (Key Details); and
- (c) any other updates or amendments to this Agreement as agreed by the parties from time to time;

Housing Development means the “Housing Development” defined in **Item 3 of Part 1** (Key Details).

Housing Development Milestones has the meaning given in **Item 5 of Part 1** (Key Details).

Housing Development Parties has the meaning given in **Item 1 of Part 1** (Key Details).

Housing Outcomes means the “Housing Outcomes” defined in **Item 5 of Part 1** (Key Details).

IAF means the “IAF” defined in **Item 2 of Part 1** (Key Details).

IAF Funding means IAF funding paid under the Funding Agreement.

Key Account Manager means the “Key Account Manager” defined in **Item 7 of Part 1** (Key Details).

Land means all of the land owned (or to be owned) by the Developer which is the subject of the Housing Development as more particularly described in the Legal Description in **Schedule 1**.

Responsible Team means the “Responsible Team” defined in **Item 7 of Part 1** (Key Details).

RFP means the “RFP” defined in **Item 2 of Part 1** (Key Details).

Updated Proposal means the “Updated Proposal” defined in **Item 2 of Part 1** (Key Details).

B. Interpretation

In the construction of this Agreement, unless the context requires otherwise:

Conflicts: if and to the extent there is any inconsistency or conflict between this Agreement and the Funding Agreement, the terms of the Funding Agreement will prevail.

Documents: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time (including by way of a Delivery Plan in accordance with the Funding Agreement).

Including: mentioning anything after include, includes or including does not limit what else might be included.

Order of priority: the following order of precedence will apply to the extent of any inconsistency or conflict between the parts of and schedules to this Agreement:

- (a) first, the Schedules to this Agreement;
- (b) second, **Part 1** (Key Details) of this Agreement; and
- (c) third, **Part 2** (General Terms) of this Agreement.

Parties: a reference to a party to this Agreement or any other document

includes that party’s personal representatives/successors and permitted assigns.

Related Terms: where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings.

Singular and plural: the singular includes the plural and vice versa.

Summaries: any clause in **Part 2** (General Terms) and any provision of any Schedule applies irrespective of whether or not it is also summarised in **Part 1** (Key Details) (in addition to being set out in **Part 2** (General Terms) and/or any Schedule).

Writing: a reference to “written” or “in writing” includes email and any commonly used electronic document format such as .DOC or .PDF.

END OF PART 3

Schedule 1: Housing Development and Enabling Infrastructure Project(s)

Key Details of the Housing Development and Enabling Infrastructure Project(s)

The Housing Development key details are as follows:

Name of Housing Development	Central & Western Area Development
Name of Developer(s)	<ul style="list-style-type: none"> • Watchman Capital Limited s7(2)(i) • Kāinga Ora - Homes and Communities (as a Developer) s7(2)(i)
Name of Landowner(s)	<ul style="list-style-type: none"> • Rotorua District Council • Watchman Capital Limited • Kāinga Ora - Homes and Communities (as a landowner) s7(2)(i)
Location (suburb and city)	Central and Western Rotorua
Territorial Authority region	Rotorua District
Total number of dwellings to be Completed (in aggregate across the entire Housing Development)	3,086 dwellings
Delivery period for those dwellings to be Completed	2023 - 2031 for 3,086 dwellings
Brownfield / Greenfield?	Mixed Brownfield / Greenfield
Description of land comprising the entire Housing Development	See map in Attachment below

The key details of the Enabling Infrastructure Project(s) are as follows:

Enabling Infrastructure Project(s)	Description
Flood Management Infrastructure Project(s)	<p>Western stormwater solution including the following projects:</p> <ul style="list-style-type: none"> • Pukehangi Plan Change 2, including the following sub-projects: <ul style="list-style-type: none"> ○ West 03 - 17 Diamond Street, 48 Collie Drive and 130 Homedale Street ○ West 04a - Freedom Village and Sunnydowns Subdivision ○ West 04b - 125 Pukehangi Road, 363, 387 and unnumbered parcel Pukehangi Road and 30 Matipo Road • West 06 - Frank Street and part of Waikite Rugby Club • West 07 - Springfield Golf Course • West 08 - East of Bennetts Road to Utuhina Stream <p>Central stormwater solution including the following projects:</p> <ul style="list-style-type: none"> • Cent 03/04 including the following sub projects: <ul style="list-style-type: none"> ○ Whakatau Street and Glenholme Area ○ East of Lynton Street Fenton CM4 area and Victoria Street and surrounds • Cent 05/06 - Fenton Street RS2 and CM4 • Cent 08 - Recycling Centre • Cent 09 – Rotorua Race Course
Transport Infrastructure Project(s)	<ul style="list-style-type: none"> • Malfroy / Old Taupo Rounding Upgrade • Transport Growth Projects – Minor Improvements & Cycleways

Enabling Infrastructure Project(s)	Description
Three Waters Infrastructure Project(s)	<ul style="list-style-type: none"> • Rotorua Wasterwater Treatment Plant • Pukehangi Development Area Waste Water • Wider Western Area Waste Water Expansion • Water Servicing Pukehangi Road Development • Eastern Reservoir Expansion (Services Rotorua Urban Area)

General description

The stormwater infrastructure covered by the Central and Western Area Proposal will enable significant housing developments within Rotorua to meet unforeseen growth. The housing developments include a mix of both intensification of existing residential areas and greenfield expansion, aligning with the NPS-UD (2020) to meet housing shortages.

Rotorua is located within a caldera with Lake Rotorua at its centre. Existing stormwater assets at the bottom of catchments, where the majority of the existing urban area is located, are unable to adequately cope with the effects of intensification and greenfield development further up the caldera. Flooding has been exacerbated where development has occurred in an ad hoc manner and infrastructure has not been sufficiently upgraded.

The development sites include Pukehangi Heights, Fenton Street,, Fordland’s Community, and Kāinga Ora ownership plus other potential land pockets. Rotorua District Council have partnered with key developers to ensure delivery of housing and intensification occurs within the infrastructure programme, while the broader planned intensification occurs over a longer duration. In addition, there are several greenfield sites that are located within the western catchment that will be rezoned to support medium density development in alignment with the National Policy direction.

The housing outcomes from the Proposal address significant need in the city and comprise a mix of market, affordable and public housing.

Schedule 2: Housing Development Milestones

To be updated in accordance with **Item 14 of Part 1**.

Attachment: Land map
