

**Chaffers Marina Limited
&
Chaffers Marina Holdings
Limited**

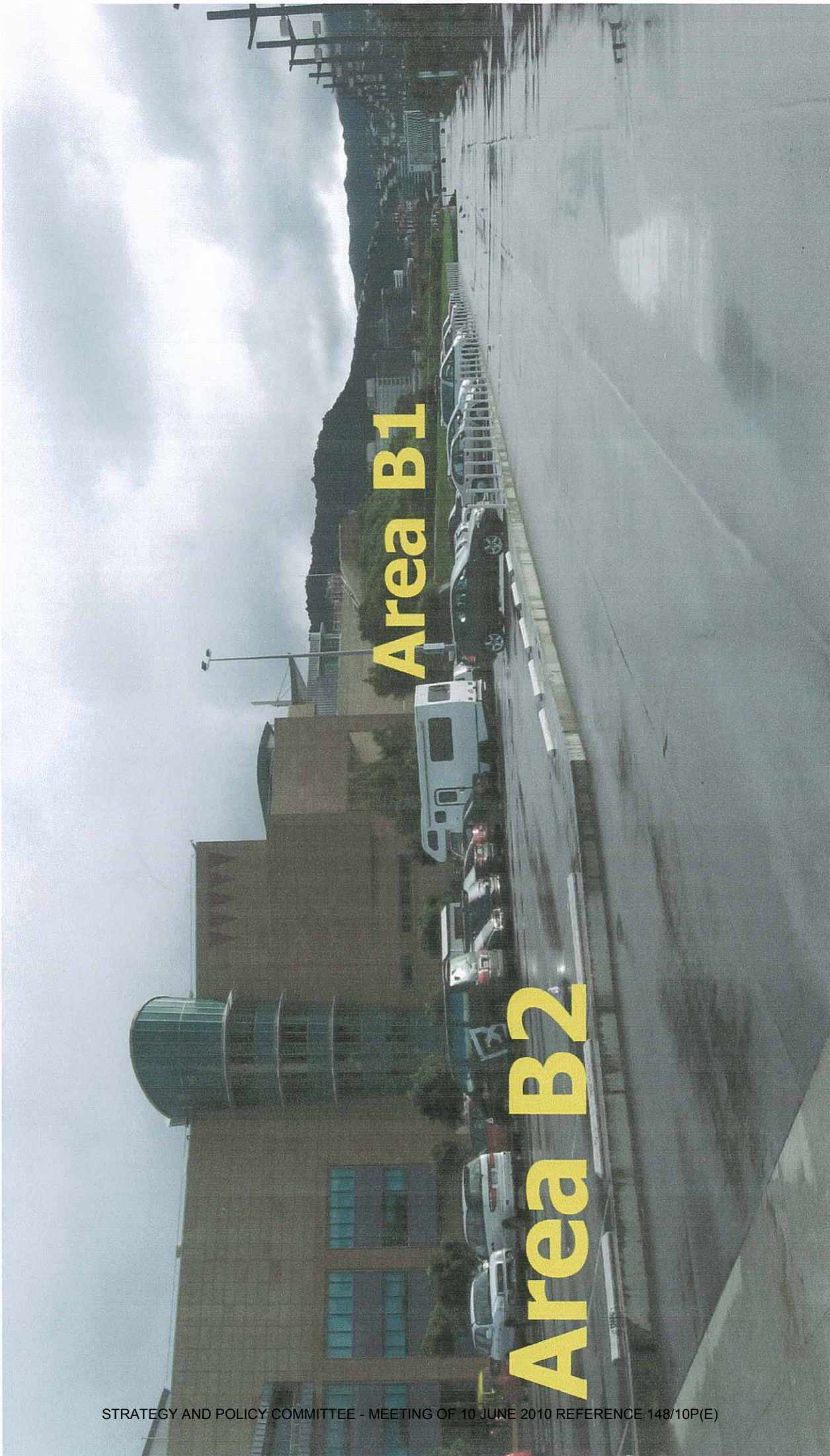
Photographs in association with

Submission re:

**Waterfront Development Plan
2010-11**



AREA A



Area B1

Area B2





AREA D

POSITIVELY

Wellington

Wellington Waterfront Ltd

WATERFRONT

Chaffers Marina Limited
Chaffers Marina Holdings Limited
PO Box 27555
Wellington

Attention: Craig Stoddart

RESOLUTION OF CARPARKING, WAVE SCREEN AND RELATED MATTERS

Following the recent SGM of the Marina Company and the prior endeavours of the negotiating teams, Wellington Waterfront believes the parties are now in a position to resolve matters relating to:

- The provision of carparking, storage and other amenities for the Chaffers Marina, including while the Overseas Passenger Terminal (OPT) is being redeveloped;
- A financial contribution by Wellington Waterfront to the cost of repairing the Wave Screen; and
- Seeking an extension of the term of the Chaffers Marina licence.

To that end, we have prepared a set of Agreed Terms recording how each of these matters will be dealt with.

The Agreed Terms are set out in the Appendix to this letter and form part of this letter. Once accepted, the Agreed Terms are intended to take effect as a deed between Wellington Waterfront and each Company.

If each Company accepts the Agreed Terms, we would ask that you arrange for copies of this letter to be signed and returned to us.

We also note the following other matters that are relevant to the overall position

Wellington Waterfront will in accordance with the agreed terms:

- Procure the OPT developer to ensure that, during the period of the OPT redevelopment, appropriate access to the Chaffers Marina will be preserved;
- Maintain Service Parking close to the Chaffers Marina ideally on the western side of the OPT deck and as near as is practicable to the Chaffers Marina manager's office;
- Permit the Marina Company to take an assignment of Wellington Waterfront's lease of the ground floor retail tenancies in the OPT in circumstances where Wellington Waterfront does not intend to renew such lease, but the Marina Company would like to;

Offer those marine service businesses currently located in the existing OPT building an opportunity to relocate to reasonably proximate premises while the OPT redevelopment takes place. Wellington Waterfront will offer the aforesaid businesses an opportunity to take up space in the redeveloped OPT.

Wellington Waterfront Limited

Shed 6, Queens Wharf, Jervois Quay, PO Box 395, Wellington, New Zealand

Ph 64 4 495 7820, Fax 64 4 473 2912, www.wellingtonwaterfront.co.nz

STRATEGY AND POLICY COMMITTEE - MEETING OF 10 JUNE 2010 REFERENCE 148/10P(E)

R2 P

Signed for and on behalf of
Wellington Waterfront Limited by:

Director



Chief Executive Officer

Signed for and on behalf of
Chaffers Marina Limited by:



Director CT Stoddart




Director
MURRAY BRIDGE

Signed for and on behalf of
Chaffers Marina Holdings Limited by:



Director CT Stoddart



Director
MURRAY BRIDGE

Dated: 02 02 08

APPENDIX AGREED TERMS

1 DEED OF LICENCE

The Deed of Licence of Chaffers Marina dated 24 May 1993 between Wellington Waterfront (previously Lambton Harbour Management Limited) and the Marina Company (Deed of Licence) is intended to continue in full force and effect and, unless specified otherwise in these Agreed Terms, is not varied by these Agreed Terms. In the event that the current proposed OPT redevelopment does not proceed (and pending any further redevelopment proposals), Wellington Waterfront agrees that it will provide no less than 70 carparks, comprising 30 located in area 'D' carparks located as per Clause 2.1(a) and not less than 40 located on the OPT wharf, of which not less than 15 shall be located on the western side, in addition to the 10 service carparks located in accordance with Clause 2.2, for the use by the berth holders and the Marina Company in connection with the use and operation of the Chaffers Marina. In the event that a further redevelopment proposal is advanced for the OPT, Wellington Waterfront confirms that no less than 70 carparks, located in accordance with Clause 2.3, in addition to the 10 service carparks, located in accordance with Clause 2.2, will be made available for the use of the marina.

2 CARPARKING

2.1 General Carparking

Wellington Waterfront will, during the remaining term of the Chaffers Marina licence (including as it may be extended) provide, at no charge, 70 Carparks for the use of Authorised Users while they use, or provide services related to, the Chaffers Marina.

- (a) 45 of those Carparks will be:
 - (i) located within the shaded area marked "A" on the accompanying map; and
 - (ii) for the exclusive use of Authorised Users for the above purposes 24 hours, 7 days a week.
- (b) 25 of those Carparks will be located within the combined shaded area marked "B1" and "B2" on the accompanying map on the basis that:
 - (i) during the period 6.00am to 10.00am, 7 days a week, the Carparks located within the shaded area marked "B1" will be for the exclusive use of Authorised Users for the above purposes; and
 - (ii) outside the period referred to in (i) above, Authorised Users (also free of charge, if for the above purposes) and the general public may use the carparks in the combined shaded area on a "first come, first served" basis.

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S

2.2 Service Parking

Wellington Waterfront will, during the remaining term of the Chaffers Marina licence (including as it may be extended) also provide, at no charge, 10 "drop-off, pick-up and service parks" for the use of Authorised Users while they load and unload marine supplies and undertake marine related services at the Chaffers Marina. Those Carparks will be:

- (a) located within the shaded area marked "C" on the accompanying map'; and
- (b) for the exclusive use of Authorised Users for the above purposes 24 hours, 7 days a week; and
- (c) to the extent reasonably practicable all 10 of the "drop off, pick up and service parks" will be located on the western side of the OPT deck and in the event that it is not reasonably practicable to locate all 10 of such parks on the western side of the OPT deck a minimum of 5 of those Carparks will be located on the western side of the OPT deck. All Carparks located on the western side of the OPT deck will be located proximate to the Chaffers Marina manager's office, bearing in mind that:
 - (i) tenants of ground floor space in the OPT will have exclusive use of parking that is immediately adjacent to their tenancy;
 - (ii) Wellington Waterfront intends to lease ground floor space in the OPT for the purpose of providing a manager's office that has frontage onto the western side of the OPT deck.

The remaining Carparks will be located on the eastern side of the OPT deck immediately adjacent to the access points in the redeveloped OPT between the western side of the redeveloped OPT and the eastern side of the redeveloped OPT.

However, Service Parking on the wharf deck will not be available during the redevelopment of the OPT.

2.3 Relocation of Carparking

Wellington Waterfront may, following consultation with the Marina Company for a period of 10 business days, relocate the Carparks it provides to the Marina Company in order to accommodate redevelopment of, or other uses affecting, the surrounding area provided that:

- (a) In any event Wellington Waterfront shall give reasonable prior notice to the Marina Company of any wish to relocate such Carparks; and
- (b) In every case ensure that the relocated Carparks are located within the shaded area marked "E" on the accompanying map and as many Carparks as practicable are relocated to within the shaded area marked "A" and "D" on the accompanying map.

2.4 **Authorised Users**

For the purposes of these Agreed Terms, an *Authorised User* means a person who holds (and clearly displays in the vehicle using a Carpark) a valid Authorised User display card issued by the Marina Company. It includes berth holders, employees of the Marina Company and, in the case of the Service Parking, other persons authorised by the Marina Company.

3 **ADMINISTRATION OF CARPARKING**

3.1 **Administration**

The Marina Company will manage and supervise (at its own cost) all matters associated with the Carparks and their use, including:

- (a) arranging for the allocation and issue of Authorised User display cards, provided that no more than one such card shall be issued for each berth in the Chaffers Marina; and
- (b) establishing, and enforcing, rules of usage applicable to the Carparks (which rules must be consistent with these Agreed Terms); and
- (c) keeping all signage put in place by Wellington Waterfront in good order and repair and effecting any repair, maintenance and replacement of that signage provided that Wellington Waterfront must approve any changes to the signage.

3.2 **Ensuring full use of carparking**

The parties intend to work together to ensure that the Carparks are fully and consistently utilised either by Authorised Users or, to the extent consistent with these Agreed Terms, the general public.

3.3 **Responsibility**

The Marina Company will be solely responsible for all matters related to the use or occupation of any Carparks. Wellington Waterfront will not be responsible for any loss or damage that any person might suffer while using a Carpark.



6 OPT REDEVELOPMENT

Wellington Waterfront will advise the Commissioners hearing the applications of Wellington Waterfront and Capital Wharf Limited for resource consents to redevelop the OPT and Clyde Quay Wharf that Wellington Waterfront and the Marina Companies have reached agreement regarding matters of Carparking, Marina amenities, marine service providers, both during the construction phase of the redevelopment and after construction has been completed, and will further advise the Commissioners that provided conditions of consent do not amend or frustrate the terms of the agreement reached, the Marina Company will abide by the decision of the Commissioners. It will also be noted that the submission lodged by the Marina Company is not withdrawn, but that an agreement has been reached that satisfies the concerns of the Marina Company. A copy of this agreement with clauses 4 and 5 deleted will be provided to the Commissioners for their information.

If the applicants do not obtain resource consents to redevelop the OPT and Clyde Quay Wharf in a form and substance satisfactory to them and the redevelopment project does not proceed then Wellington Waterfront will be automatically released from its obligations under clause 7 of these Agreed Terms.

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'W' and another more complex signature.

7 RELOCATION OF CHAFFERS MARINA AMENITIES

- 7.1 Wellington Waterfront may require the Marina Company to cease using all or any of the Chaffers Marina manager's office, the toilets, showers, washroom and/or any storage facilities currently in use in relation to the Chaffers Marina in order to accommodate redevelopment of the OPT.
- 7.2 In the event that Wellington Waterfront exercises the right contained in clause 7.1, Wellington Waterfront will (until such time as the OPT redevelopment is completed and those amenities, facilities or premises (as the case may be) are again provided from the OPT wharf):
- (a) provide temporary accommodation for the marina office and existing amenities (showers, toilets and laundry) and as near as is practicable to the marina and within the shaded area marked "D" on the accompanying map;
 - (b) procure that continuity of water, power and telecommunications to berths is not adversely affected during the construction phase of the redevelopment;
 - (c) provide temporary storage lockers for berth holders whose storage lockers are displaced by the redevelopment work similar in all dimensions than the displaced lockers in an area immediately behind the temporary marina office facilities (referred to in (a) above), except that, in the case of dinghy storage, the Marina Company will make its own arrangements for such storage on the Chaffers Marina piers; and
 - (d) offer to those marine service businesses currently located on the OPT wharf and in the OPT building, an opportunity to relocate to reasonably proximate temporary premises within the shaded areas marked "D" and "B2" on the accompanying map or within the Waitangi Park precinct either adjacent to the marina, or in Barnett or Herd Street.
- 7.3 Wellington Waterfront will procure that the OPT developer consults with the Marina Company in the course of the preparation of the Construction Management Plan and the Traffic Management Plan required by the conditions of any resource consent for the redevelopment obtained by Wellington Waterfront.
- 7.4 Wellington Waterfront agrees that any existing marine service tenants currently located on the OPT wharf who are to enter into a long term lease of premises in the redeveloped OPT building will be charged a rental appropriate to the business to be undertaken by that tenant from those premises in this location, calculated as if they were in an area designated for the use of such marine service businesses. If such a tenant considers that the proposed rental does not comply with this requirement, either the tenant or Wellington Waterfront may submit that matter to be fixed by mediation or arbitration (as the case may be).
- 7.5 Once the OPT redevelopment is completed, Wellington Waterfront will arrange for permanent storage lockers to be built adjacent to the low level Chaffers

Marina board walk or in such other location adjacent to the Chaffers Marina as may be agreed by the Marina Company, and the management of access to, and use of, such storage lockers shall be with the Marina Company. The lockers will be "fit for purpose" and designed by a reputable and duly qualified engineer and the Marina Company will be consulted on the final construction design. In aggregate, the total floor area of the new storage lockers will be similar to the total floor area of the lockers displaced by the redevelopment. The dimensions of each locker shall be optimized to fit the available space. Access to the lockers will be available at all times.

- 7.6 Despite the above relocations, the Marina Company will continue to pay rental under the Deed of Licence and be responsible for gas, electricity and/or other similar costs associated with the use of the substituted amenities. However, no additional rental will be payable for the use of those substituted amenities.

8 GENERAL

8.1 Berth holders and the Holdings Company

The Marina Company will use its reasonable endeavours to ensure that berth holders do not act in a manner that is inconsistent with the Marina Company's obligations under these Agreed Terms. Reference to the Marina Company in these Agreed Terms also includes a reference to the Holdings Company.

8.2 Dispute resolution

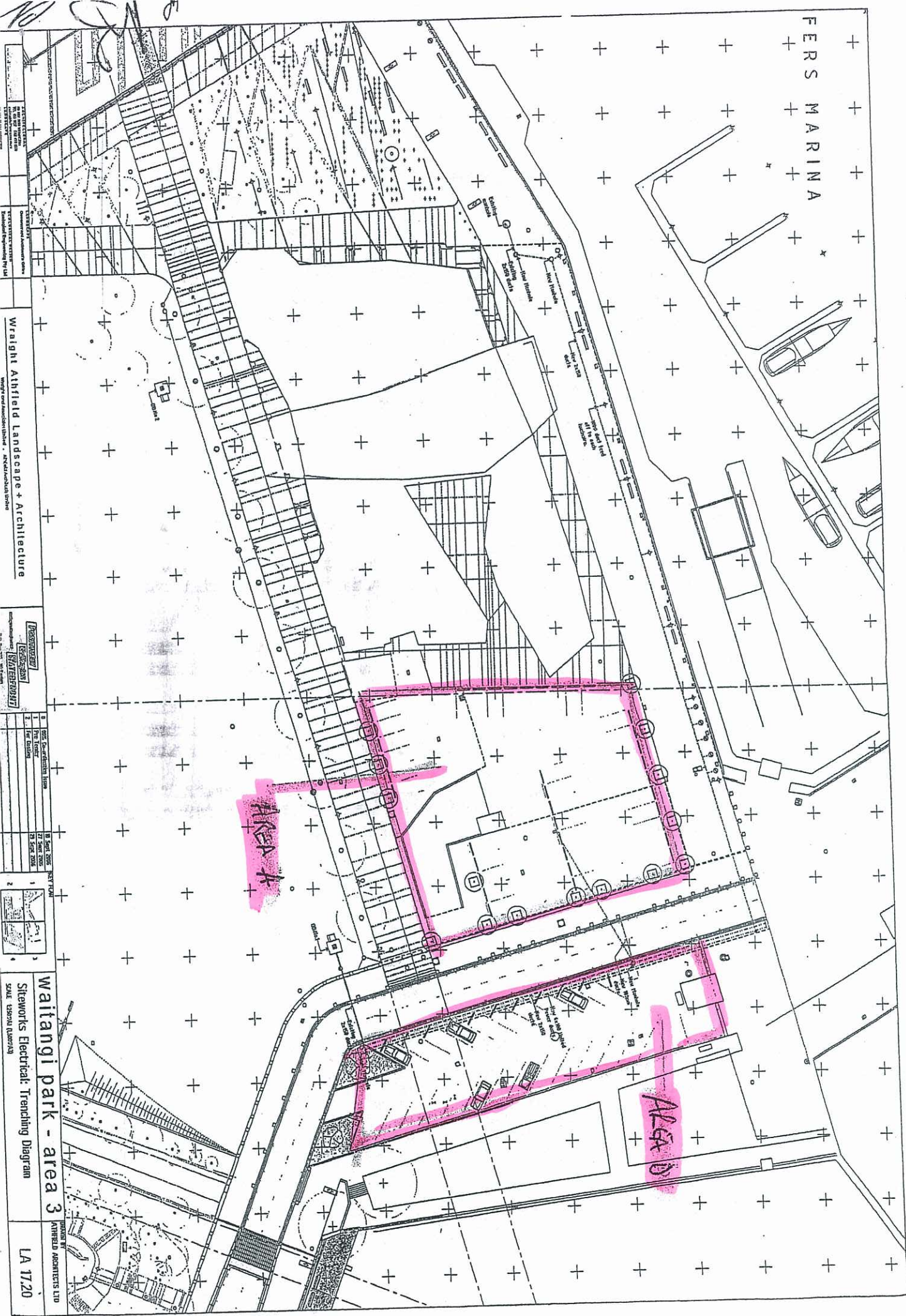
The dispute resolution process set out in clause 7 of the Deed of Licence shall apply equally to any dispute under these Agreed Terms.

8.3 Entire agreement

The Deed of Licence and these Agreed Terms record the complete agreement of the parties in respect of the matters dealt with in them.

8.4 Construction and definitions

The definitions and construction provisions in the Deed of Licence apply equally to these Agreed Terms.



FERS MARINA

AREA A

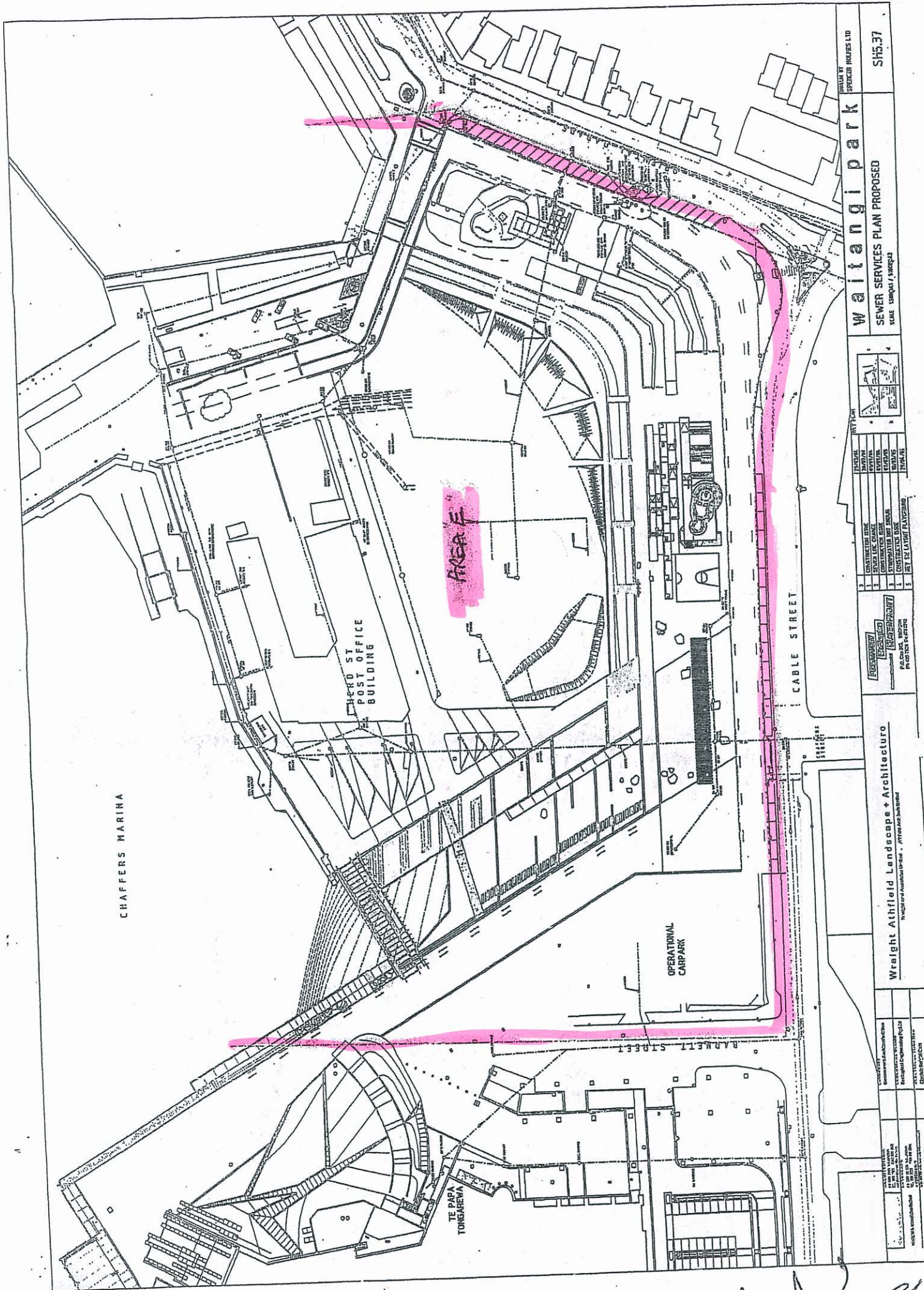
AREA B

PROJECT TITLE: WAITANGI PARK - AREA 3
 CLIENT: STERKES
 DATE: 17/06/2010
 SCALE: GENERAL LAYOUT

Wright Athfield Landscape + Architecture
 Project and Consultant: Wright Athfield Landscape + Architecture

1	Site Description	1:1
2	The Project	1:1
3	Site Plan	1:1
4	Site Plan	1:1
5	Site Plan	1:1
6	Site Plan	1:1
7	Site Plan	1:1
8	Site Plan	1:1
9	Site Plan	1:1
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17	Site Plan	1:1
18	Site Plan	1:1
19	Site Plan	1:1
20	Site Plan	1:1

waitangi park - area 3
 Stewarts Electrical Trenching Diagram
 PROJECT BY: WRIGHT ATHFIELD LANDSCAPE + ARCHITECTURE LTD
 LA 17.20



DRAWN BY
 SPENCER HODGES LTD
Waitangi park
 SEWER SERVICES PLAN PROPOSED
 SCALE 1:500 (1/8"=1'-0")
 SH5.37

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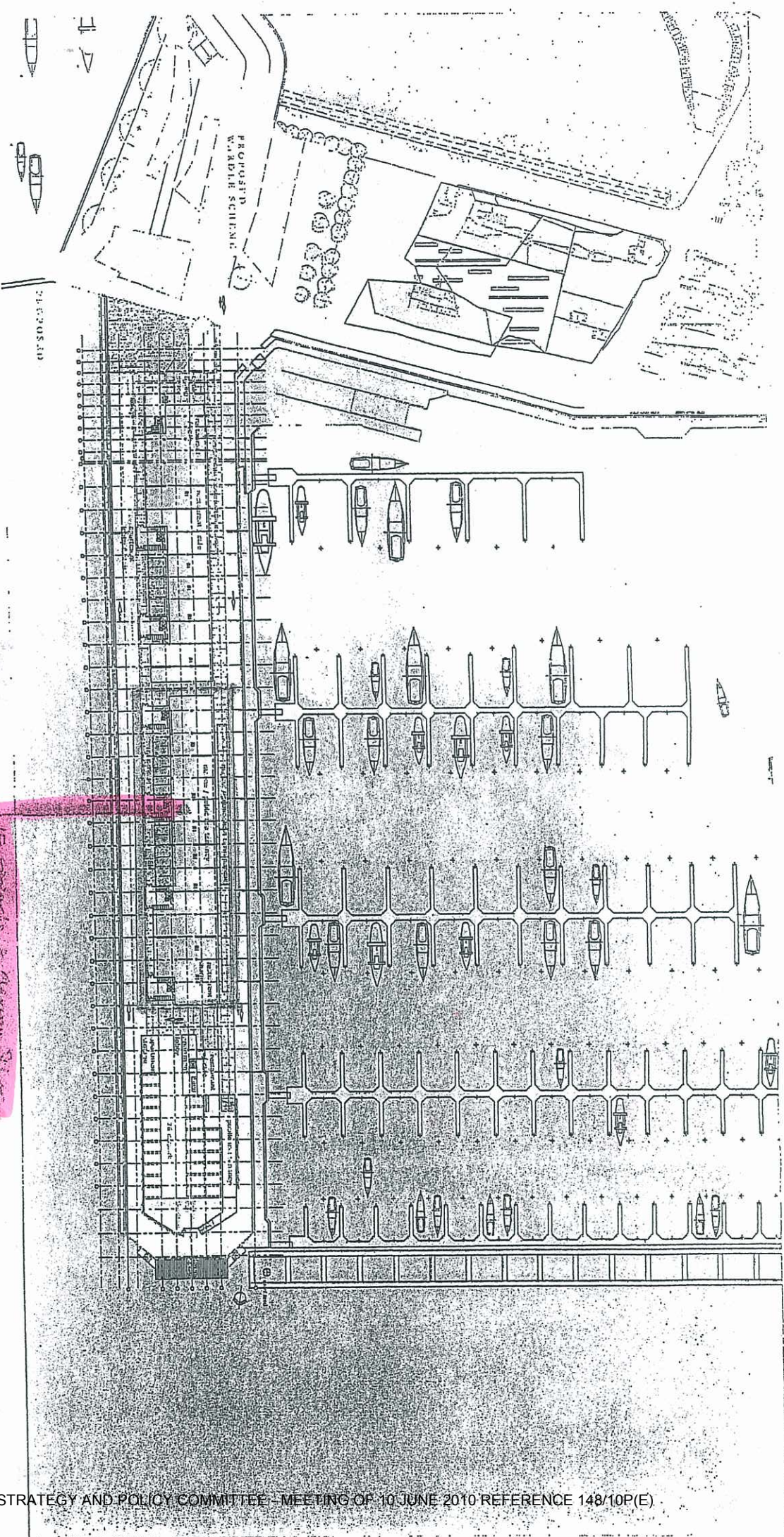
Wright Athfield Landscape + Architecture
 LANDSCAPE ARCHITECTS
 100-102, WAIKANAHI ROAD, WAIKANAHI, AUCKLAND
 PHONE: 09 276 1234 FAX: 09 276 1235
 WWW: WWW.WRIGHTATHFIELD.CO.NZ

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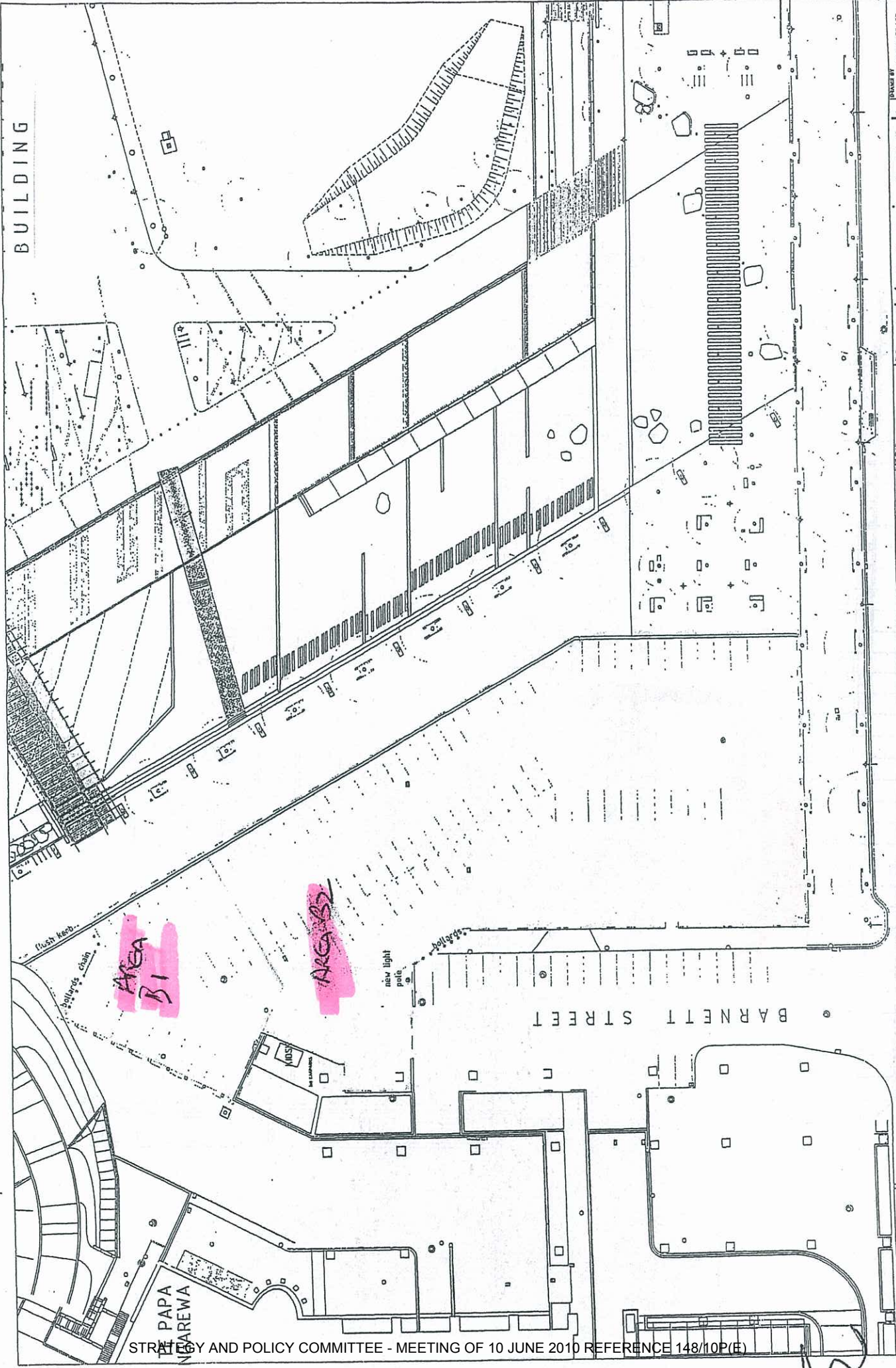
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Handwritten initials: KR

2010
19.11.10
1000



Handwritten notes in pink: 'to provide a maximum of 100 boat slips' and 'WADDE SQUARE'.



STRATEGY AND POLICY COMMITTEE - MEETING OF 10 JUNE 2010 REFERENCE 148/10(P)(E)

<p>Wright Alfield Landscape + Architecture <small>www.wrightalfield.co.nz</small></p>	<p>waitangi park Barnett Street Car Park</p>	<p>LA-081</p>
<p>PROJECT INFORMATION</p> <p>Project Name: Waitangi Park Client: Waitangi Community Trust Project No: LA-081</p>	<p>DATE</p> <p>17 March 2011 17 March 2011</p>	<p>SCALE</p> <p>1:100</p>
<p>DESIGNER</p> <p>Wright Alfield Landscape + Architecture</p>	<p>APPROVED BY</p> <p>[Signature]</p>	<p>CHECKED BY</p> <p>[Signature]</p>



AREA D