



Christchurch City Council



COST SHARING AGREEMENT

Parties

Her Majesty the Queen in right of New Zealand acting by and through the Minister for Canterbury Earthquake Recovery and the Minister of Finance (the **Crown**)

AND

Christchurch City Council (**CCC**)

Background

- A. As a result of the Canterbury earthquakes Christchurch suffered significant damage to land and to CCC's civic assets, including its horizontal infrastructure, building and other facilities.
- B. The Crown has purchased much of the severely affected land from property owners in the area identified as the Residential Red Zone (**RRZ**), but has not made an offer for property owned by CCC in the RRZ.
- C. Properties on the Port Hills with a high life risk from rock fall or rock roll are being acquired by the Crown from private property owners or the risks are being mitigated to an acceptable level.
- D. Arrangements were put in place by the Crown to assist CCC to replace damaged horizontal infrastructure, including the establishment of the Stronger Christchurch Infrastructure Rebuild Team (**SCIRT**) and the giving of an indemnity dated 2 May 2011 (and amended on 21 June 2011 and 18 March 2012) by the Crown to, among others, the CCC (the **Indemnity**).
- E. The Christchurch Central Recovery Plan (CCRP) identified the location and implementation process for all Anchor Projects.
- F. All of these actions have cost implications for CCC and the Crown. The Parties wish to confirm the cost sharing arrangements between them in relation to:
 - (i) RRZ land (exit costs);
 - (ii) Port Hills RRZ land subject to rock fall and rock roll;
 - (iii) Horizontal infrastructure; and

Released by the Canterbury Earthquake Recovery Authority

Handwritten signatures and initials: JS, BG, and others.

(iv) Anchor Projects (as identified in Schedules three to fourteen of this Agreement).

G. The Parties have agreed to enter into a cost sharing agreement addressing these matters, including agreeing a new governance structure for the rebuild work of horizontal infrastructure.

1. Cooperation

1.1 The Parties agree to be bound by this Agreement, and that, in giving effect to this Agreement, they will work cooperatively and act in good faith by being:

- 1.1.1. Open, frank, honest, prompt, fair and consistent in all dealings with each other;
- 1.1.2. Non-adversarial and seeking constructive steps to avoid differences and identify solutions; and
- 1.1.3. Ready to discuss issues and negotiate with each other in a principled manner.

1.2 Applying the cooperative approach, the Parties agree that this document recording the agreements should be kept simple, use plain language and does not require interpretive clauses or definitions of terms commonly used in Christchurch (such as "flat land RRZ"), or used in the CCRP or the Canterbury Earthquake Recovery Act 2011 (CER Act).

2. RRZ land

2.1 The Parties agree that:

- 2.1.1 The CCC will transfer to the Crown all of its land and buildings in the RRZ (excluding any cemeteries) at no cost and that the Crown will make no payment for such land and buildings;
- 2.1.2 The Crown will be responsible for the cost of demolition of any structures on the land transferred;
- 2.1.3 The transfer of the land and buildings in the flat land RRZ shall occur by 31 July 2013 and in the Port Hills RRZ by 31 January 2014.

2.2 The Parties agree that:

- 2.2.1 No decision has yet been made about the future use of the RRZ land;
- 2.2.2 The decision on future use will be made by the Crown;
- 2.2.3 The Crown, when making decisions on the future use of RRZ land, will discuss with and consider any views of the CCC on the future use, including retaining horizontal infrastructure within the RRZ to service areas outside of the RRZ.

- 2.2.4 Where the Crown has made decisions regarding future use and the horizontal infrastructure that traverses the RRZ land, the CCC shall be granted, at no cost, easements for such infrastructure.
- 2.3 The Parties agree that, if any of the RRZ land is sold by the Crown for commercial development,
- 2.3.1 Where that land had previously been owned by the CCC, the CCC shall receive from the Crown a pro-rata share of the sale price (calculated from the 2007 land valuation of CCC owned land being sold compared to the 2007 land valuation of the whole parcel being sold) ; and
- 2.3.2 Regardless of previous ownership, the commercial developer will be responsible for the costs of removing any unnecessary horizontal infrastructure and reinstating any necessary horizontal infrastructure.
- 2.4 The Parties agree that if any of the RRZ land:
- 2.4.1 Is transferred by the Crown to CCC, including for public purposes, CCC shall be responsible for the costs of removing any unnecessary horizontal infrastructure and reinstating any necessary horizontal infrastructure;
- 2.4.2 Remains in the ownership of the Crown, the Crown shall be responsible for the costs of removing any unnecessary horizontal infrastructure and reinstating any necessary horizontal infrastructure; and
- 2.4.3 Is transferred by the Crown to any other person, the Crown is able to enter into any arrangement it wishes (subject to clause 2.3) in relation to the land, including the costs of removing any unnecessary horizontal infrastructure and reinstating any necessary horizontal infrastructure.

3. Rock fall and rock roll

- 3.1 The Parties agree that the cost of the Crown purchasing Port Hills RRZ land, which has been so identified because of the high life risk caused by rock fall and/or rock roll, will be shared equally between them.
- 3.2 Where land is purchased in accordance with clause 3.1 and it immediately adjoins a CCC's reserve, the Crown agrees to transfer up to 50% of the gross land area adjoining CCC's reserves as identified by CCC to CCC at no cost.
- 3.3 The Parties agree that if a cost-effective engineering solution can be identified and agreed by the Parties which will reduce the life risk from rock fall and/or rock roll so

that Port Hills RRZ is no longer applicable to that area, the costs of giving effect to that agreed solution will be shared equally between them.

4. Horizontal infrastructure

- 4.1 The Parties agree that, for the purposes of this Agreement, the term "horizontal infrastructure" means CCC owned infrastructure assets relating to roading, waste water, storm water and fresh water.
- 4.2 The Parties agree that the Crown will contribute to the costs, on a percentage basis and up to a maximum amount as set out in Schedule 1, of the rebuild work conducted by SCIRT of horizontal infrastructure, including contributing to the costs of rebuild work undertaken to address rock fall issues relating to horizontal infrastructure.
- 4.3 Before any payment is made by the Crown in accordance with clause 4.2, the incurred costs must be validated.
- 4.4 The Parties agree that:
- 4.4.1 The horizontal infrastructure rebuild work and costs will be reviewed by an independent assessor appointed by the Crown and the CCC;
 - 4.4.2 The independent assessor will consider the further information available in 2014 about the extent of damage and likely repair costs to the horizontal infrastructure;
 - 4.4.3 The independent assessor will ascertain the potential cost of the rebuild work and will then work with the Parties to test and refine the rebuild work and costs; and
 - 4.4.2 The independent assessor will provide a report to the Parties by 1 December 2014 identifying the finalised rebuild work and costs; and
 - 4.4.3 The report will provide a basis for any final discussions on horizontal infrastructure cost sharing.
- 4.5 The Parties agree that, as a result of the agreement in this clause, the Indemnity is no longer required from 1 October 2013 and that the Crown will therefore amend the Indemnity so it no longer applies to CCC.
- 4.6 The Parties agree that the present governance structure of SCIRT does not provide sufficient control over rebuild work and expenditure for the Parties and that a new

Released by the Canterbury Earthquake Recovery Authority

AS BE

governance structure based on the concepts and diagram in Schedule 2, will begin on 1 July 2013 and will be fully established by 1 October 2013.

5. Anchor Projects

5.1 The Parties agree that:

- 5.1.1 Some of the Anchor Projects identified in the Christchurch Central Recovery Plan will be delivered involving both Crown and CCC whether through capital or other contributions, being the Anchor Projects listed in Schedules three to fourteen;
- 5.1.2 The construction lead, ownership, operation, governance arrangements through a Project Control Group (PCG) and costs of each Anchor Project will be carried out between the Parties and other entities as outlined in Schedules three to fourteen; and
- 5.1.3 These Anchor Projects are generally as set out in the Christchurch Central Recovery Plan but the Parties accept that the project structure and specifications will need to be confirmed and optimised following a business case analysis for each Anchor Project.

5.2 The Parties agree that:

- 5.2.1 Where roads are stopped for an Anchor Project, the land will vest in the Crown
- 5.2.2 Where possible, horizontal infrastructure under stopped roads will remain in place and easements in favour of CCC will be granted;
- 5.2.3 Where clause 5.2.2 cannot be given effect to and the horizontal infrastructure has to be rerouted because of the Anchor Projects those costs will be met by the Crown but the horizontal infrastructure will vest in and be maintained by CCC; and
- 5.2.4 Land for new roads or public realm created as a result of any Anchor Project will vest in, and be maintained by, CCC.

6. Miscellaneous

6.1 This Agreement (including its Schedules) is the entire agreement as between the Crown and CCC in relation to cost sharing [for the horizontal infrastructure rebuild work and RRZ property acquisition] and supersedes any earlier understandings or agreements between the Parties.

6.2 The contributions outlined in this Agreement are net of any insurance proceeds

6.3 The Parties agree to consult and consider the views of each other before any public announcements are made regarding this Agreement, its Schedules and the actions contemplated by it.

6.4 The Parties agree that:

- 6.4.1 This Agreement covers all cost sharing matters between them and how those matters will be resolved (whether it be a "full and final" settlement or the agreement to a process to establish a "full and final" settlement in the case of horizontal infrastructure and The Stadium); but
- 6.4.2 There is the possibility of unforeseen circumstances and so it is open to the Parties, in writing, to vary, revoke or replace this Agreement.

Released by the Canterbury Earthquake Recovery Authority

AR BE [Signature]

6.5 The Parties agree that any disputes about the meaning or application of this Agreement will be resolved through cooperation but if disputes cannot resolved by staff from CERA and CCC, any dispute shall be:

6.5.1 First escalated to the Chief Executive of CCC and the DCE Implementation, CERA, whose joint decision shall be complied with; but

6.5.2 If they cannot agree, the dispute will be escalated to the Mayor of CCC and the Minister for Canterbury Earthquake Recovery, who shall jointly direct how this Agreement is to be interpreted and applied.

Executed as an agreement

Signed on behalf of the Crown by the Minister of Finance:

Signed on behalf of the Crown by the Minister for Canterbury Earthquake Recovery:

Signature: Bill Ling
Name: Hon Simon William English

Signature: [Handwritten Signature]
Name: Hon Gerard January Bennett ✓

Witnessed by:

Witnessed by:

Signature: [Handwritten Signature]
Name: Cameron Burrows
Position: Economic Advisor
Date: 18 June 2013

Signature: [Handwritten Signature]
Name: Jurda Lean
Position: Manager
Date: 19 June 2013

Signed on behalf of the CCC by the Mayor:

Signed on behalf of CCC by the Chief Executive:

Signature: [Handwritten Signature]
Name: MAYOR BOB PARKER

Signature: [Handwritten Signature]
Name: Anthony John Warreppitt

Witnessed by:

Witnessed by:

Signature: [Handwritten Signature]
Name: Sarah Owen
Position: Executive Manager
Date: 26/06/13

Signature: [Handwritten Signature]
Name: Diane Keenan
Position: Principal Adviser
Date: 26/06/13

Released by the Canterbury Earthquake Recovery Authority

Schedule One – Horizontal Infrastructure Costs

- The maximum amount the Crown will contribute towards rebuild works of horizontal infrastructure is \$1.800 billion. (Rebuild works includes emergency and response costs (DIA), temporary maintenance costs, and rock fall costs where rock fall threatens horizontal infrastructure.)

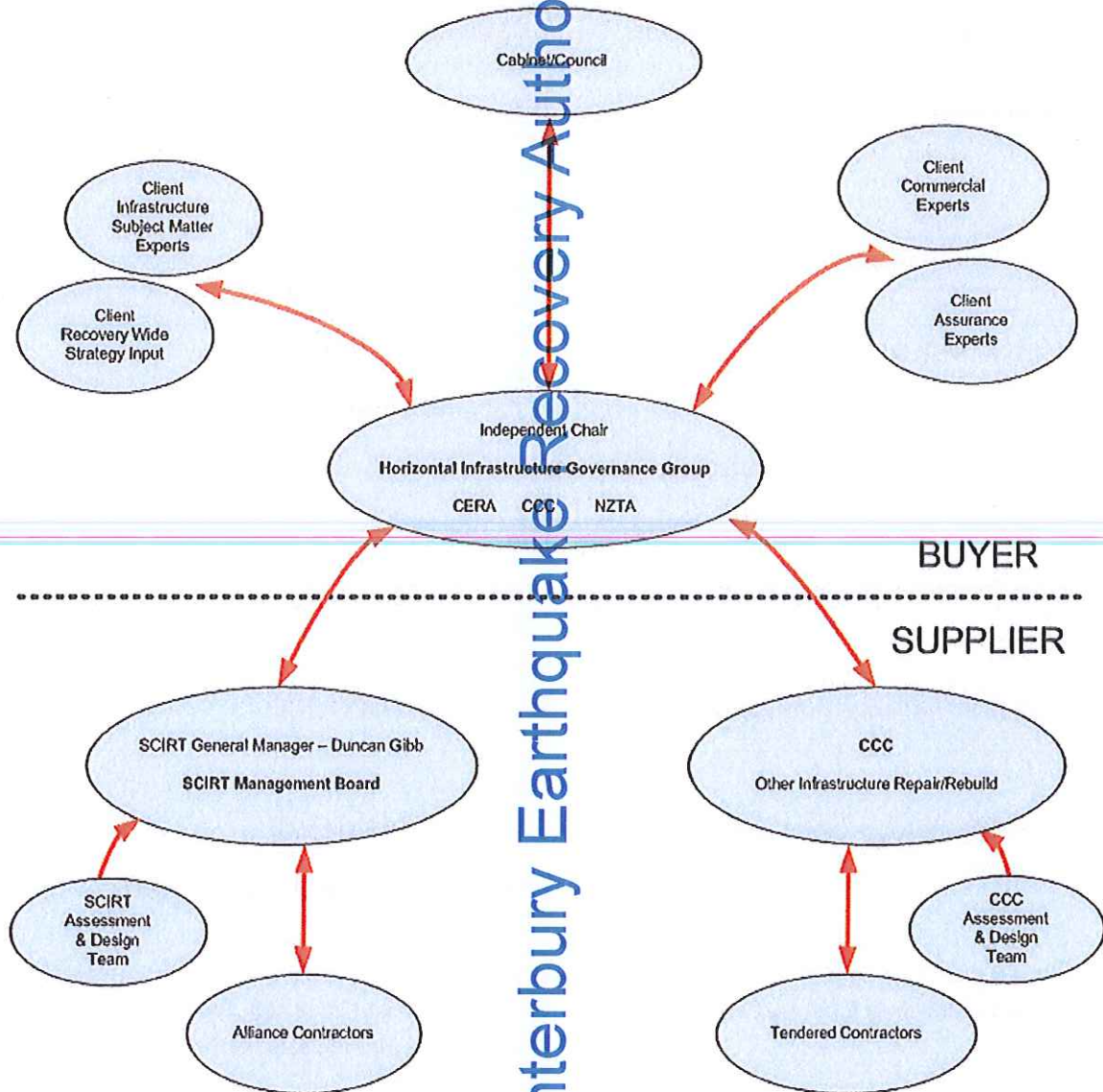
The maximum amount takes into account:

- The Crown through CERA continues to fund 60% of all valid costs on eligible three-waters infrastructure (as defined in the National Civil Defence Emergency Management Plan)
- The Crown through NZTA continues to fund 83% of all valid costs on eligible roading infrastructure (as defined in the National Civil Defence Emergency Management Plan)
- A wash-up of response/temporary repair costs (to 30 June 2013), IMRO/SCIRT/Non SCIRT costs (to 31 March 2013) will be completed by 1 October 2013.
- Any further response costs incurred past 1 July 2013 will continue to be validated and processed by CERA.

Released by the Canterbury Earthquake Recovery Authority



Schedule Two – Horizontal Infrastructure Governance



A Terms of Reference for the new structure will be developed by 15 August 2013 outlining a model that will:

- Result in a "buyer/supplier" model.
- Reflect the maturity of the rebuild and a need to transition to a value-for-money environment.
- Deliver the Horizontal Infrastructure Governance Group the power to approve all projects and expenditure.
- Result in the contractors' role becoming operational.
- Result in a quarterly approval by CERA of the work programme and expenditure and CERA also providing ad hoc instruction as required.

R. Gibb BE

Schedule Three – The Frame (North, East and South)

Project Cost:	Land =	
	Design and Construction =	
	Total Project cost =	\$481.105m
Project Funding:	Crown =	\$481.105m
	CCC =	\$0.000m
	Non Commercial (philanthropic) =	\$10.000m

Project Delivery Responsibility: Crown

Project Governance Arrangement: Joint Crown / CCC PCG

Project Ownership (upon completion): CCC (new public realm)
Private (eg residential developments)

Project Operating Cost Liability: CCC for new public realm, including waiving rates for the public realm from 1 July 2014

Estimated Project Completion Date: July 2015

All redactions on this page, withheld under sections 9(2)(b)(ii); 9(2)(g)(i) and 9(2)(j)

Released by the Canterbury Earthquake Recovery Authority

Schedule Four – The Convention Centre Precinct

Project Cost: Land =
 Design and Construction =
 Total Project cost = \$284.140m

Project Funding: Crown = \$284.140m
 CCC = \$0.000m
 Private sector = To be determined

Project Delivery Responsibility: Crown

Project Governance Arrangement: Crown

Project Ownership (upon completion): Private sector

Project Operating Cost Liability: Private sector

Estimated Project Completion Date: Q1 2017

All redactions on this page, withheld under sections 9(2)(b)(ii); 9(2)(g)(i) and 9(2)(j)

Released by the Canterbury Earthquake Recovery Authority

Handwritten signatures and initials in blue ink, including 'AS', 'R', and 'BE'.

Schedule Five – Stadium

By 30th June 2016 the Crown will have completed a business case process to determine the most appropriate scope and delivery option. At this time it will advise whether:

- (a) the stadium will be built as per the CCRP with private sector funding and/or 50:50 Crown/CCC contribution for the balance. The CCC's contribution will be capped at \$253m.
- (b) the Crown will amend, if necessary, the CCRP to allow the CCC to build a 35,000 seat, rectangular, uncovered stadium on the site proposed under the CCRP. The Crown will contribute the land to the project with the CCC funding all other costs.

Should option (a) be chosen by the Crown the following is proposed to apply:

Project Cost:	Land =	
	Design and Construction =	
	Total Project cost =	
Project Funding:	Crown =	\$37.106m
	CCC =	\$253.000m
	To be determined =	
Project Delivery Responsibility:	Crown	
Project Governance Arrangement:	Joint Crown / CCC PCG	
Project Ownership (upon completion):	TBC	
Project Operating Cost Liability:	TBC	
Estimated Project Completion Date:	Q2 2017	

All redactions on this page, withheld under sections 9(2)(b)(ii); 9(2)(g)(i) and 9(2)(j)

Released by the Canterbury Earthquake Recovery Authority

Schedule Six – Metro Sports Facility

Project Cost: Land =
 Design and Construction =
 Total Project cost =

Project Funding: Crown = \$70.296m
 CCC = \$146.996m
 To be determined =

Project Delivery Responsibility: Crown (CCC provided a reasonable opportunity to sign off on scope and design)

Project Governance Arrangement: Joint Crown / CCC PCG

Project Ownership (upon completion): CCC / private

Project Operating Cost Liability: CCC

Estimated Project Completion Date: Q1 2016

Released by the Canterbury Earthquake Recovery Authority

withheld under sections 9(2)(b)(ii); 9(2)(g)(i) and 9(2)(j)

Schedule Seven – Bus Interchange

A business case and market-sounding process will identify options to optimise scope and private sector contributions. The current 'fall back' position is the Bus Interchange as per the CCRP plus two central city 'super-stops' (Manchester St and hospital), Riccarton and Northlands mall suburban interchanges and Riccarton Road bus-priority lane.

Project Cost: Land =
 Design and Construction =
 Total Project cost = \$90.493m

Project Funding: Crown (CERA) =
 Crown (NZTA) =
 CCC =

Project Delivery Responsibility: Crown

Project Governance Arrangement: Joint CERA / CCC / NZTA / Ecan PCG

Project Ownership (upon completion): Private sector or CCC

Project Operating Cost Liability: Private sector or CCC

Estimated Project Completion Date: Q2 2014

withheld under sections 9(2)(b)(ii); 9(2)(g)(i) and 9(2)(j)

GRB
 BGE
 eh

Schedule Eight – Te Papa Ōtākaro / Avon River Precinct

Project Cost:

Land =	\$0.000m
Design and Construction =	\$96.000m
Total Project cost =	\$96.000m

Project Funding:

Crown =	\$89.200m
CCC =	\$6.800m
Non-Commercial (philanthropic) =	\$10.000m

Project Delivery Responsibility: Crown

Project Governance Arrangement:

Project Ownership (upon completion):

Project Operating Cost Liability:

Estimated Project Completion Date: Q4 2015

NOTE: The Crown will create a recreational reserve with consistent controls for the land adjoining the Avon River, which land will be owned by CCC.

All redactions on this page, withheld under sections 9(2)(b)(ii); 9(2)(g)(i) and 9(2)(j)

Released by the Canterbury Earthquake Recovery Authority

Schedule Nine – The Square

Project Cost:	Land =	\$0.000m
	Design and Construction =	\$9.200m
	Total Project cost =	\$9.200m
Project Funding:	Crown =	\$4.600m
	CCC =	\$4.60mm
Project Delivery Responsibility:		Joint Crown / CCC lead
Project Governance Arrangement:		Joint CERA / CCC PCG
Project Ownership (upon completion):		CCC
Project Operating Cost Liability:		CCC
Estimated Project Completion Date:		Q1 2017

Released by the Canterbury Earthquake Recovery Authority

AB

 BE

 ✓

Schedule Ten – Performing Arts Precinct

Council to make final decision on Town Hall repair by 31 August 2013.

Crown to provide required land.

Project Cost:	Land =	\$ TBC
	Design and Construction =	\$ TBC
	Total Project cost =	\$ TBC

Project Funding:	Crown =	\$ TBC
	CCC =	\$ TBC

Project Delivery Responsibility:	CCC (Crown to be provided a reasonable opportunity to sign off on scope and design)
----------------------------------	---

Project Governance Arrangement:	PCG
---------------------------------	-----

Project Ownership (upon completion):	TBC
--------------------------------------	-----

Project Operating Cost Liability:	TBC
-----------------------------------	-----

Estimated Project Completion Date:	TBC
------------------------------------	-----

Released by the Canterbury Earthquake Recovery Authority

Schedule Eleven – Central Library

Project Cost:	Land =	
	Design and Construction =	
	Total Project cost =	\$89.363m
Project Funding:	Crown =	\$19.363m
	CCC =	\$60.000m
	Non-Commercial (philanthropic) =	\$10.000m
Project Delivery Responsibility:		CCC
Project Governance Arrangement:		Joint CERA / CCC PCG
Project Ownership (upon completion):		CCC
Project Operating Cost Liability:		CCC
Estimated Project Completion Date:		Q3 2015

withheld under sections 9(2)(b)(ii); 9(2)(g)(i) and 9(2)(j)

Schedule Twelve – Car Parking

Project Specification: Locations to be determined (but expected to be three central city parking buildings).

Level of private sector investment to be determined by CCC.

To replace Manchester, Lichfield, The Crossing and Crowne.

Project Cost:	Land =	\$0.000m
	Design and Construction =	\$55.000m
	Total Project cost =	\$55.000m

Project Funding:	Crown =	\$0.000m
	CCC =	\$55.000m

Project Delivery Responsibility: CCC

Project Governance Arrangement: Joint CCC-/ CERA PCG

Project Ownership (upon completion): CCC / Private sector

Project Operating Cost Liability: CCC / private sector

Estimated Project Completion Date:

Released by the Canterbury Earthquake Recovery Authority

AS
BC
AD
K

Schedule Thirteen – Earthquake Memorial

Project Cost: Land =
 Design and Construction =
 Total Project cost =

Project Funding: Crown =
 CCC =
 Non Commercial (philanthropic) =
 To be determined =

Project Delivery Responsibility: Crown (MCH)

Project Governance Arrangement: Joint Crown (MCH) / CCC PCG

Project Ownership (upon completion): Crown / CCC

Project Operating Cost Liability: CCC / MCH

Estimated Project Completion Date: Q1 2016

Released by the Canterbury Earthquake Recovery Authority

withheld under sections 9(2)(b)(ii); 9(2)(g)(ii) and 9(2)(j)

Schedule Fourteen – Transport Plan Phase 1

Project Specification:

- Enhancement of roads adjacent to Avon River Precinct (portions of Cambridge Terrace, Durham St, Columbo St and Armagh St)
- Two-way transformation of Kilmore Street
- Fitzgerald/Kilmore intersection/bridge enhancement
- Enhancement of Manchester Boulevard/Street from Bus Interchange to Kilmore Street
- Fitzgerald/Moorhouse intersection enhancement
- Health Precinct/Avon River Oxford/Tuam swap. Enhancement of surrounding area (portions of St Asaph, Antigua, Montreal, Hagley and Selwyn streets)
- Lincoln/Moorhouse intersection enhancement

Project Cost:	Land =	\$0.000m
	Design and Construction =	\$71.000m
	Total Project cost =	\$71.000m

Project Funding:	Crown (CERA) =	\$27.000m
	Crown (NZTA) =	\$18.000m
	CCC =	\$27.000m

Project Delivery Responsibility: Crown / CCC

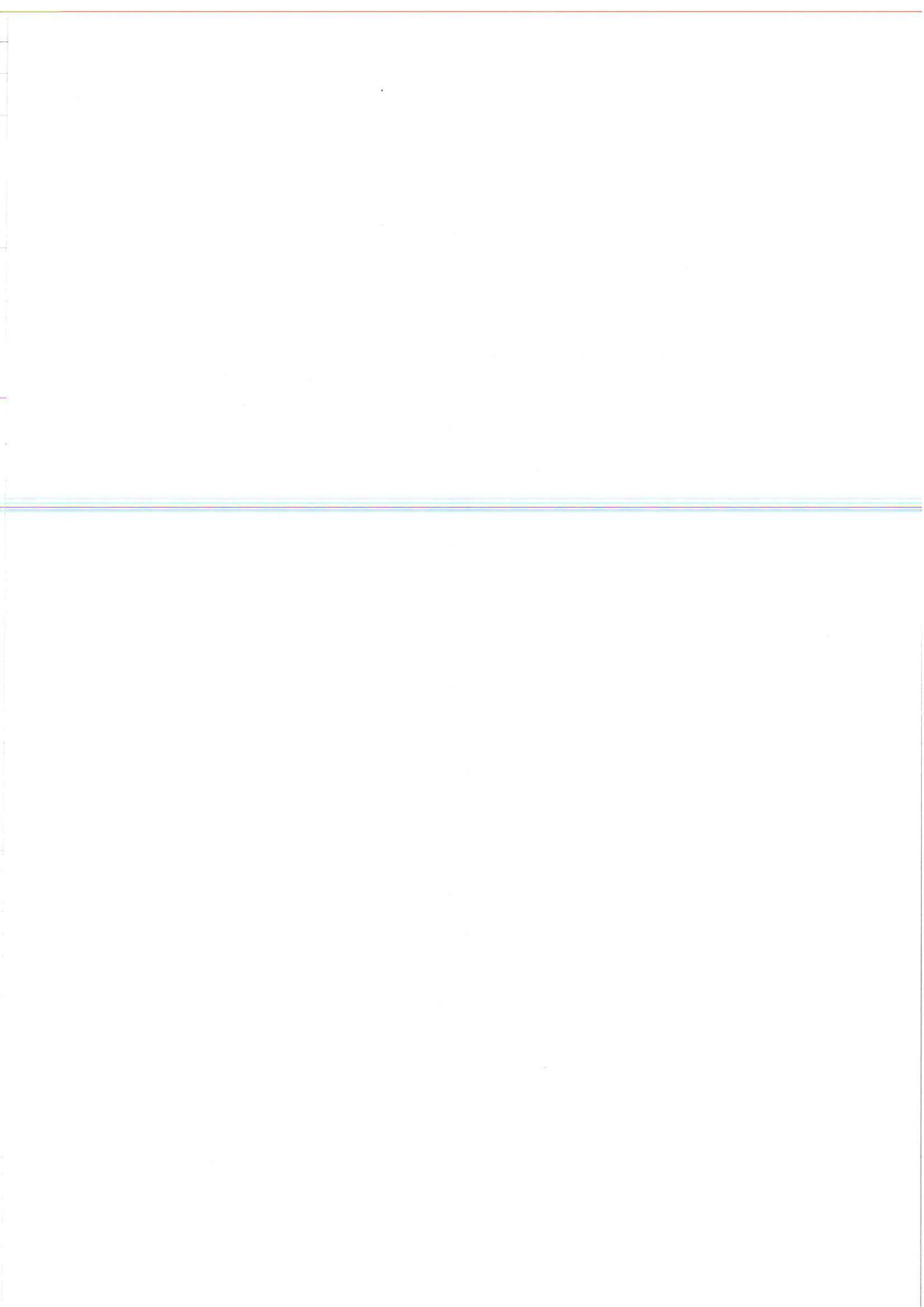
Project Governance Arrangement: Joint CERA / CCC / NZTA PCG

Project Ownership (upon completion): Crown / CCC

Project Operating Cost Liability: CCC / NZTA

Estimated Project Completion Date: Q4 2014

Released by the Canterbury Earthquake Recovery Authority



FIRST JOINT CLARIFICATION UNDER CLAUSE 6.5.1 OF THE COST SHARING AGREEMENT

CONTEXT

In accordance with clause 6.5.1 of the Cost Sharing Agreement (Agreement) the Chief Executive of CCC and the DCE Implementation, CERA, have made this joint clarification about the meaning and application of clause 4 and Schedule One of the Agreement.

JOINT CLARIFICATION

Clause 4.4: The final two sub clauses to be numbered 4.4.4 and 4.4.5; not 4.4.2 and 4.4.3.

For the avoidance of doubt Sub Clause 4.4.5 and Schedule One mean:

1. The Crown has agreed to contribute \$1.8 billion towards the replacement of horizontal infrastructure. This contribution is subject to an independent review of the current cost estimates being undertaken by 1 December 2014.
2. This independent review will be the basis for the final infrastructure cost sharing split.
3. The final cost sharing split will be based on agreed subsidies of 83% for roading and 60% for the three-waters infrastructure as per Schedule One.
4. It is acknowledged that as a result of the independent review the Crown contribution of \$1.8 billion could be increased, reduced or stays the same.

Executed as an agreement

Signed on behalf of the Crown by the DCE Implementation, CERA:

Signed on behalf of the CCC by the Chief Executive of CCC:

Signature: 

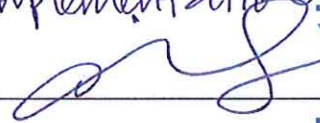
Signature: 


Name: Warwick Isaacs

Name: Anthony John Marrayatt

Position: Deputy Chief Executive Implementation

Position: Chief Executive

Witnessed by: 

Witnessed by: 

Name: Anavia Smith

Name: Piara Keenan

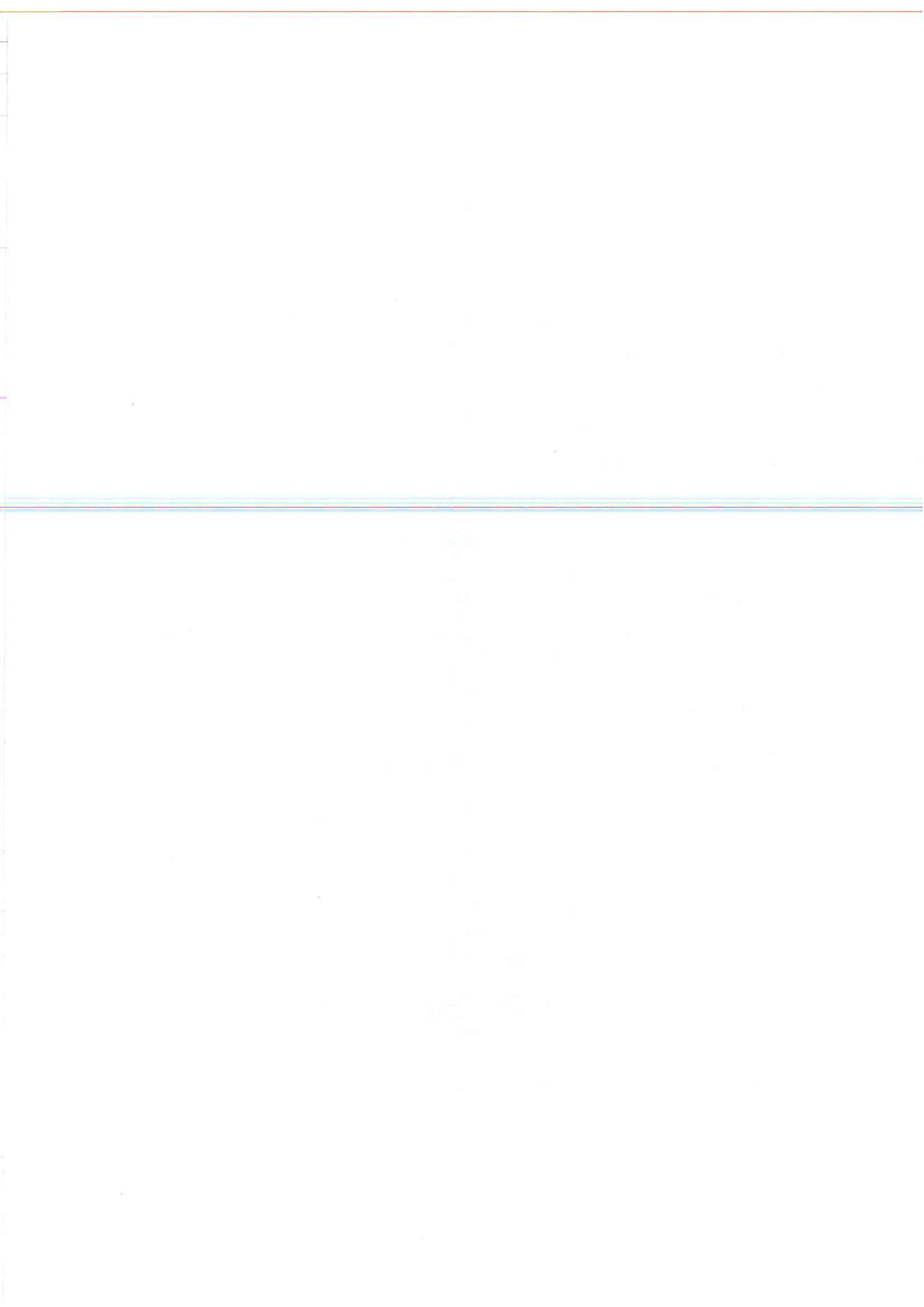
Position: Deputy Chief Executive

Position: Principal Adviser to CEO

Date: 26 June 2013. Admin

Date: 26 June 2013

Released by the Canterbury Earthquake Recovery Authority



SECOND JOINT CLARIFICATION UNDER CLAUSE 6.5.1 OF THE COST SHARING AGREEMENT

CONTEXT

In accordance with clause 6.5.1 of the Cost Sharing Agreement (Agreement) the Chief Executive of CCC and DCE Implementation, CERA, have made this joint clarification.

JOINT CLARIFICATION

Clause 4.2:

While this clause only refers to SCIRT, it also covers works delivered by CCC that are eligible for Crown contribution

Subclause 5.1.2:

There will be a further joint clarification prepared by 1 October 2013 between the Crown and CCC setting out the parameters of a PCG and consultation practice between the parties for particular projects.

Subclause 5.1.3:

No business case analysis by the Crown is required for the Performing Arts Precinct, the Library and Car Parking .

Subclause 6.2:

All Council contributions to Anchor Projects outlined in the schedules to the Agreement are gross amounts to be met by Council. Council will meet these gross commitments even if its assumed insurance payouts are less than budgeted for.

Subclause 6.4.2:

A variation, revocation or replacement of the Agreement must be in writing and signed by an authorised signatory of each party.

Schedule 1:

NZTA eligible roading infrastructure is defined in the NZTA Programme and Funding manual, not the National Civil Defence Emergency Management Plan

Schedule two:

Released by the Canterbury Earthquake Recovery Authority

It is recognised that the parties wish to strengthen the governance arrangements for the Horizontal Infrastructure Group. The changes will be implemented after the parties have jointly reviewed the risks and opportunities of these changes and their impact on the programme, including leveraging off existing structures.

Schedule four:

withheld under section 9(2)(f)(iv)

There is no expectation by the Crown of any capital or operating grant from the Council.

Schedule six:

The project funding amount "to be determined" will be provided by the Crown or private sector; it will not be a CCC contribution.

If there is any agreed change to scope which results in an increase to the cost, it will be funded in the same proportions as project funding; if there is any not agreed scope change then the party seeking the change will be responsible for any extra funding.

The phrase "CCC provided a reasonable opportunity to sign off on scope and design" means that Council is to approve the design and scope for this project. Council agrees to not unreasonably withhold its approval of design and scope.

Schedule seven:

The term "bus-priority lane" includes any other measures which will provide priority for buses over private transport.

If funding is required above the project funding specified, such funding is the responsibility of the Crown.

Schedule eight:

New roads will be created as required and will vest in the Council. Ownership of land under roads stopped in and around the hospital will vest in the Crown or CDHB as appropriate.

Crown may expand precinct to include land under closed roads and may sell such land to third parties to advance the relevant precinct.

As a result of a typographical error the total contract price is \$95.6 million. The Crown contribution remains at \$89.2 million, the Council contribution being \$6.4 million.

Schedule ten:

The Council will decide what Performing Arts Facilities will be provided within the Performing Arts Precinct.

Options for the Precinct could include:

Released by the Canterbury Earthquake Recovery Authority

1. The existing Town Hall Auditorium, James Hay Theatre and a new southern entrance to the facility
2. The existing Town Hall Auditorium with pre-function space and also a 500-seat Auditorium, small theatre and the Music Centre on designated land between south of Armagh and east of Colombo streets
3. The existing Town Hall Auditorium, James Hay Theatre and a new southern entrance to the facility and also a small theatre and music centre on designated land between south of Armagh and east of Colombo streets.

If the Council decision is to proceed with options 2 or 3, the Crown will vest the required land in Council at no cost. The Crown is to approve the design and scope of the facilities being developed on the land being vested by the Crown. The Crown agrees to not unreasonably withhold its approval of design and scope.

The Performing Arts facilities, funded by the Council, will be owned and operated by the Council.

Schedule twelve:

The Council budget reflects this project as being \$70 million not \$55 million.

Schedule fourteen:

The Project Delivery Responsibility is divided as follows:

Crown:

- Enhancement of roads adjacent to Avon River Precinct (portions of Cambridge Terrace, Durham Street, Colombo Street and Armagh Street)
- Enhancement of Manchester Boulevard/Street from Bus Interchange to Kilmore Street
- Health Precinct/Avon River Oxford Terrace/Tuam Street swap. Enhancement of surrounding area (portions of St Asaph, Antigua, Montreal, Hagley and Selwyn Streets)

CCC:

- Two-way transformation of Kilmore Street
- Fitzgerald/Kilmore intersection/bridge enhancement
- Fitzgerald/Moorhouse intersection enhancement
- Lincoln/Moorhouse intersection enhancement

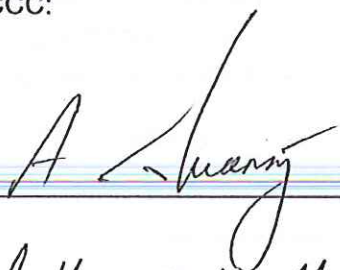
On completion, assets will be owned and maintained by the Council.

Executed as an agreement

Signed on behalf of the Crown by the DCE Implementation:

Signed on behalf of the CCC by the Chief Executive of CCC:

Signature: 

Signature: 

Name: Warwick Isaacs

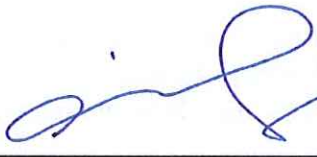
Name: Anthony John Murray


Position: Deputy Chief Executive Implementation

Position: Chief Executive

Witnessed by:

Witnessed by:

Signature: 

Signature: 

Name: Maria Smith

Name: Ian Thomson

Position: Deputy Chief Executive Admin

Position: Solicitor

Date: 26 June 2013

Date: 26 June 2013

Released by the Canterbury Earthquake Recovery Authority