

WAITAKERE CITY STADIUM

MANAGEMENT PLAN





WAITAKERE CITY COUNCIL

Management Plan for
WAITAKERE CITY STADIUM

Also known as Central Park

AUGUST 1993

PREPARED BY MELEAN ABSOLUM LANDSCAPE ARCHITECT

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INTRODUCTION

The first section of the Management Plan sets out all the relevant background information on Central Park, now known as Waitakere City Stadium.

The second section outlines a number of development options which have come to light during the preparation of this Plan. Some of these options are included in the development concept plan.

The following section sets out a series of Management Objectives and Management Policies. The Management Objectives may remain unchanged for a long period, whereas the Management Policies may require more frequent updating.

BACKGROUND

DEFINITION & PURPOSE OF A MANAGEMENT PLAN

Management plans are required under the Reserves Act (1977) to outline a Council's general intentions for use, development and maintenance of its reserves. The aim of this legislation is to ensure that park development and enjoyment are based on sound principles and that, through involvement, the needs of the public are clearly identified.

Park management plans are documents outlining a series of management objectives and policies for the development and operation of individual parks. Each plan seeks to balance the protection of natural resources with the provision of recreational opportunities that are relevant to the needs of the City.

The process of writing these plans allows the public opportunities to have input and therefore to take part in the decision making which will affect the future of the park. This management plan process is shown overleaf. The plan, once adopted by the Council, is kept under continuous review so that it may be adapted to changing circumstances or in accordance with increased knowledge.

The purpose of this plan, therefore, is to provide for the use, enjoyment, maintenance, protection and sensitive development of the park, in keeping with the existing character of the area and within the limits of the Council's resources.

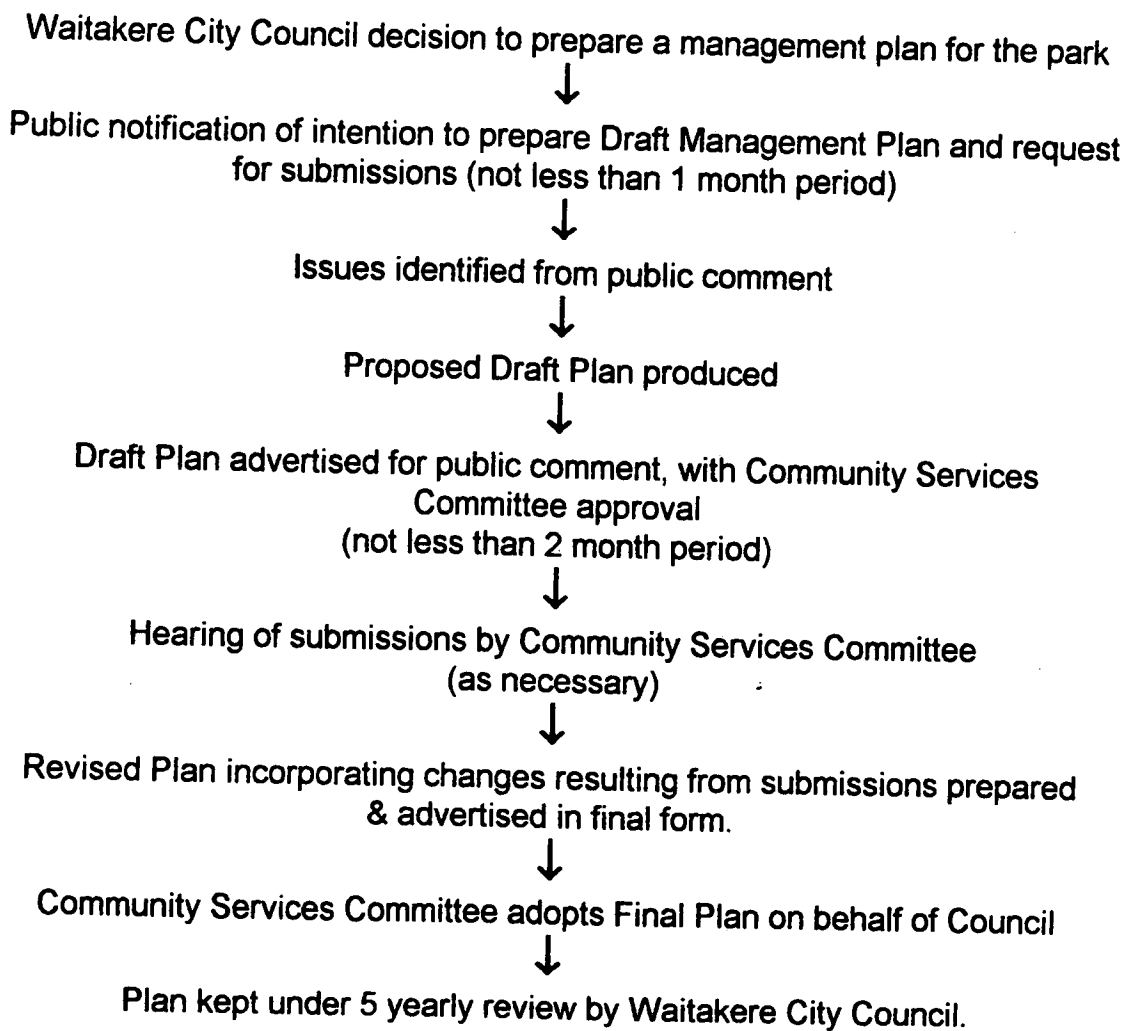
To achieve this purpose, the plan:

- speeds up subsequent Council decision making by providing a common understanding in the community of how the reserve will be managed;
- simplifies administration by providing clear Council policy statements with regard to the park, which are designed to encourage consistency in decision making;
- ensures that these decisions will take into account the broad public interest, rather than being on an ad hoc basis;
- contains management policies which can be readily understood and implemented;
- is clear about general intentions and attitudes while retaining the flexibility to deal with matters of detail on their individual merits within the general framework;
- provides a procedure for public involvement during its preparation and review.

THE MANAGEMENT PLAN PROCESS

The process being followed in the production of this management plan is in accordance with the provisions of the Reserves Act 1977.

The public have had the opportunity to express their views on the management of this park during the preparation of the draft plan. The steps involved in this process are shown below:



Notice of intention to prepare a Draft Management Plan for Central Park was advertised on May 9 1992. Submissions closed on June 9 1992.

One submission to the draft Annual Plan was received which makes reference to Waitakere City Stadium. It is included as Appendix 1. No submissions to the draft Management Plan were received.

The Draft Plan was advertised on 19 December 1992 with two submissions being received by the closing date of 26 February 1993. A synopsis of these is included on page 26.

COUNCIL'S RECREATION AIMS AND OBJECTIVES

The significance of the open space network in Waitakere City cannot be over-emphasised. When considered as a recreation system which encompasses the bush-clad Waitakere Ranges, all the city's parks and the waters of the Waitemata Harbour, the Tasman Sea and the Manukau Harbour, it is clearly a vital element in the health and well-being of the residents.

Council is currently preparing a Leisure Strategy for the whole of the city. Prior to its adoption, it is appropriate to refer to "Section 17, Recreation Reserves" of the Reserves Act 1977 which establishes Recreation classification as:

"...for the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside."

The recreational objectives contained in the reviewed District Scheme of the Waitakere Planning District are shown below.

OBJECTIVES

Provision and Distribution of recreation and open space:

To provide, develop and manage open space for a variety of recreational purposes, as may be appropriate to the needs of the population and to the nature and location of the open space.

Acquisition of reserves and open space:

To ensure that subdividers and developers contribute fairly towards the provision of reserves and open space.

Management of recreational open space:

To develop recreational land in accordance with the intended purpose of that land and the qualities of the environment, while protecting the ecology and landscape features.

LOCATION AND DESCRIPTION OF CENTRAL PARK

LOCATION

Waitakere City Stadium is located between the Henderson Creek and Central Park Drive, to the north of Henderson. The park is approximately 2 kilometres from the Lincoln Road exit of the North-western Motorway. See Fig. 1.

The park originally sloped at a fairly even grade from the Central Park Drive down to the Henderson Creek, which is tidal at this point. As part of the development of the reserve, the west side of the slope has been cut to form an oval athletic track and inner sports field on the lower flat land created. On the west slope of this stadium concrete terraces have been constructed. On the flatter land to the north a clubhouse has been constructed by the Waitemata Amateur Athletic Club. A long flight of steps leads from the stadium up to the clubhouse.

A fence has been built around the west of the park which prevents vehicle access beyond the carparks and pedestrian access, except from the southern carpark. A combined footpath and fitness trail meanders beneath the trees alongside the Henderson Creek.

There are two carparks at the north end of the park, one to the west and one to the east of the Athletic Club building. There is also a small carpark to the south of the playing field.

There are mature trees of mostly exotic species along the edge of the creek with a scattering of young trees elsewhere. Narrow planting beds around the Athletic clubhouse contain a mixture of plants. There are several young trees near the road at the entrance to the clubhouse and young street trees along the roadside.

As well as the Athletic Club headquarters the park also contains a commentary box at the top of the terraces and a toilet/changing block beside the southern car park.

LEGAL DESCRIPTIONS, AREAS & ACQUISITIONS

The park consists of three separate parcels of land. Their legal description is Allotment 693 Waipareira Parish, and Lots 1 and 2 DP 103931. See Fig. 2.

Lot 1 has an area of 5.5816 ha. and was purchased in 1968. It was vested as a Recreation Reserve in 1973 and is described in Certificate of Title CT 57C/55.

Lot 2 has an area of 1.4560 ha. and was purchased in 1968. It was vested as an Esplanade Reserve in 1973 and is described in Certificate of Title CT 57C/58.

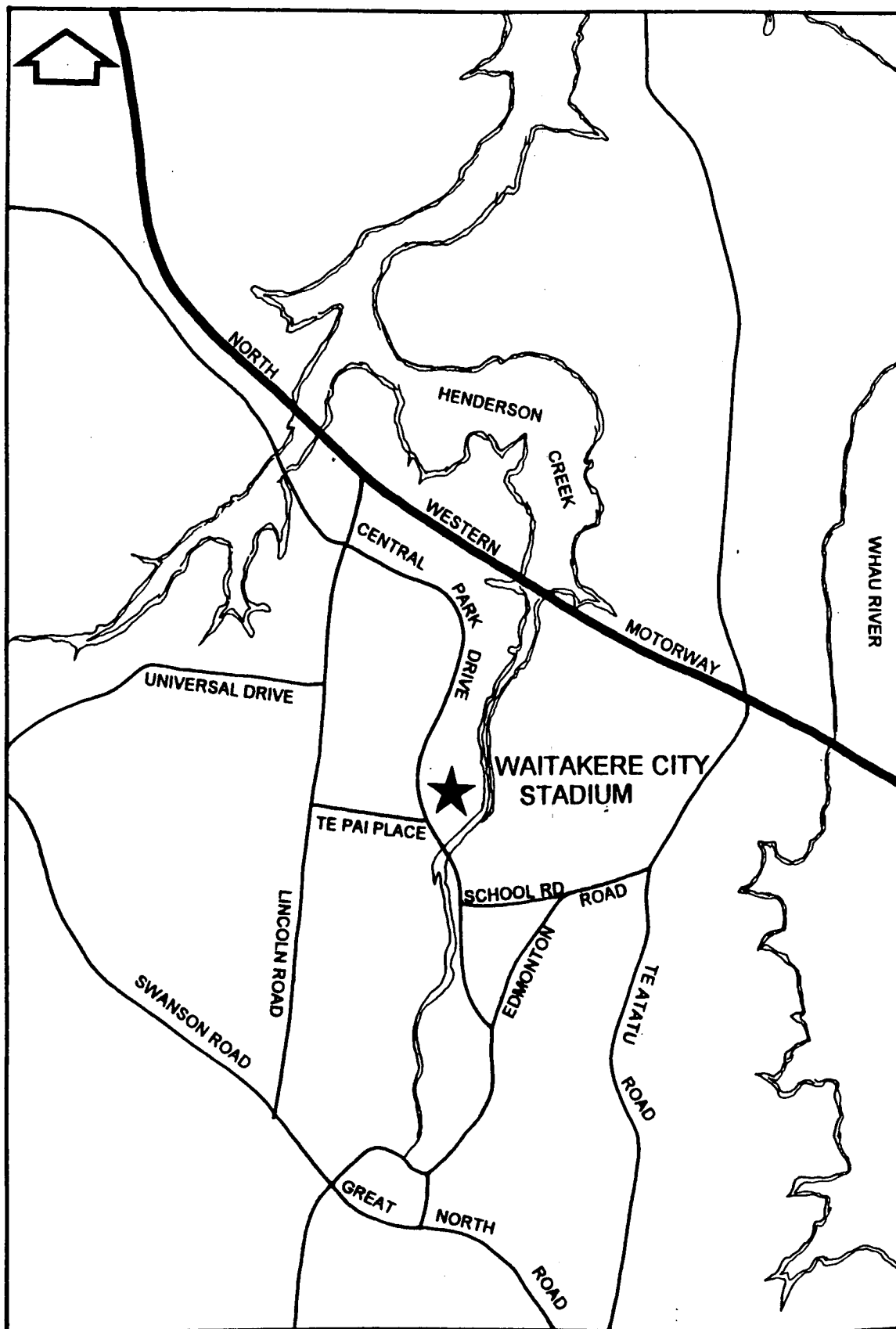


Fig 1: LOCATION OF WAITAKERE CITY STADIUM

Allotment 693 Waipareira Parish has an area of 2.7390 ha. and in 1982 was purchased as a Recreation Ground.

The total area of the park is thus 9.7766 ha. See Appendix 2.

TENANCIES

Originally, Council granted two leases over parts of Waitakere City Stadium:

- The original lease was for 32 years from 1 September 1983, plus a right of renewal for another 33 years. It covered the clubrooms building including the social facilities, an area of 10m x 15m beyond the doors at either end of the running track and preferential parking adjacent to the building. The lease required the gym to be operated on a semi-commercial basis. This is shown as area 1 on Fig 2.
- A second 32 year lease, with the same date, was granted over all the reserve land. A nominal rent was set under this lease with the requirement that the club establish the running track and other facilities. The three areas 3, 4 & 5 described in this lease, each have different maintenance responsibilities, hence the need to describe them separately. They are also shown on Fig 2.

At the same time as the leases were agreed, the Athletic Club took out two loans of \$100,000 each, which were guaranteed by the Council. The building was completed in 1983 and the outdoor stadium developed in conjunction with Council was opened in 1984.

By 1986 the club found it was unable to meet its loan commitments. Financial assistance was sought from the Council who confirmed a grant of \$100,00 plus a loan of \$100,00 for 5 years, providing the Athletic Club relinquished the second and third leases above and terminated its Management agreement over the stadium.

The subsequent agreement provides:

- A Deed which surrendered the lease over the reserve land, ie. the second of the two leases above.
- Licence to occupy the same reserve land and a portion of the freehold land, (see Fig 2) at certain times during the summer months, ie. (1/10 - 31/3) on Tuesday and Thursday evenings from 4 - 10pm and 6am to midday on Sundays, except when varied by Council. In addition the Athletic Club can pre-book the facility for special events over the summer season, subject to certain conditions.
- The loan has been secured by mortgage over the lease of the building.
- The original first lease has been amended.

A copy of the original lease and the Licence to Occupy are included in Appendix 3.

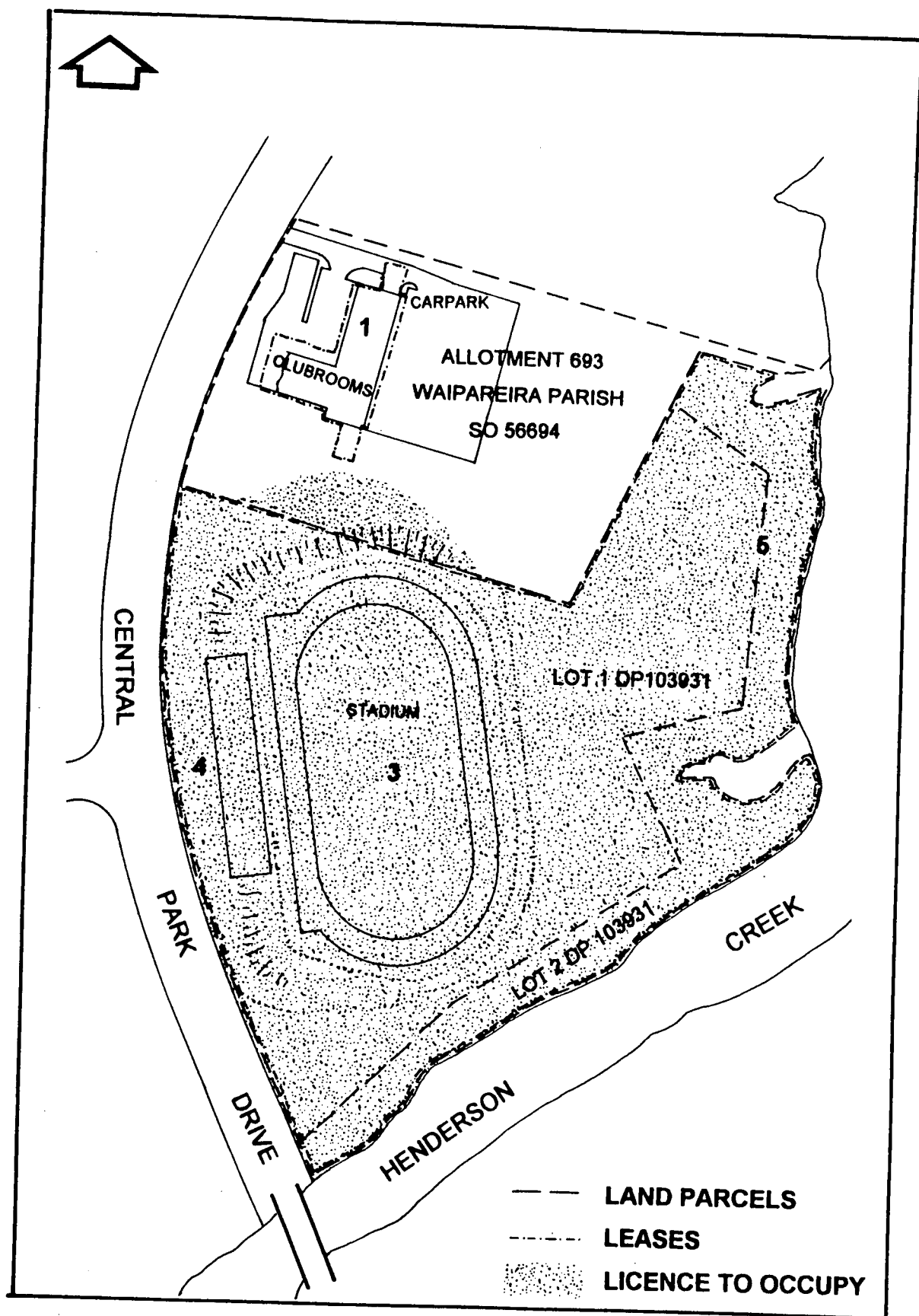


Fig 2: LAND PARCELS, LEASES & LICENCE TO OCCUPY

WATER QUALITY

Waitakere City Stadium gives easy access to Henderson Creek. Recent (May '92) water quality tests revealed that the samples contain between 1200 and 2500 parts of faecal bacteria per 100 ml water, thus failing to comply with water quality standards. The acceptable limit is 200 parts per 100ml water. The water is not, therefore, suitable for bathing or recreational contact. See Appendix 4.

PARK NAME

Waitakere City Stadium has been known by a number of names, since its creation. It has been called Waitemata Stadium, Central Stadium, Waitakere Stadium and Central Park. To emphasise the presence of the stadium in the park and to encourage recognition of this as an important asset for Waitakere City it has been resolved by Council that the park be formally renamed as **Waitakere City Stadium**.

ARCHAEOLOGY

The Regional Archaeologists at Department of Conservation, (Auckland Conservancy) report that there are no archaeological sites in Waitakere City Stadium.

STATUTORY AND PLANNING CONTEXT

CLASSIFICATION

Allotment 693 Waipareira Parish was purchased as a Recreation Ground in 1982. It is not subject to the Reserves Act 1977 and does not need classifying. However, Council has chosen to treat this parcel of land as if it were classified and include it within this management plan.

Lot 1 DP103931, is classified 'Recreation' under section 4, Clause 11B of the Reserves Amendment Act 1979.

Lot 2 DP103931, is classified 'Local Purpose' under section 4, Clause 11B of the Reserves Amendment Act 1979.

ZONING

The park is zoned Recreation 2 in the Waitemata City Operative District Scheme 1984 which, since amalgamation, has formed part of the Waitakere City District Scheme. Until such time as a District Plan is completed for Waitakere City, in accordance with the Reserves Management Act, the zoning provisions are deemed to remain in place.

Recreation 2 zoning allows for the following:

Predominant Uses:

- Children's play equipment and structures
- Landscape features
- Park furniture and shelter structures
- Playing fields, lawns, greens, sports grounds, pastures and associated field structures
- Hardcourt areas
- Skateboard bowls
- Golf courses
- Swimming pools
- Farming, excluding the erection of any building

Intermediate Uses:

- Toilet facilities and changing rooms
- Implement and soil sheds
- Launching places and wharves within the meaning of the Harbours Act 1950, and boat ramps
- Carparking
- Plunket rooms
- Buildings used for social, cultural and recreational purposes, which are ancillary to an established predominant use on that activity ground, but excluding facilities for overnight accommodation
- Pre-school facilities
- First aid rooms not exceeding 20m² in area.

Conditional Uses:

- Buildings used for social, cultural and recreational purposes which are not permitted as an intermediate use
- Camping and residential accommodation associated with the function of the activity ground.

WAITEMATA HARBOUR MARITIME PLANNING SCHEME

(Now part of the Transitional Regional Coastal Plan under RMA '91)

Within the Maritime Planning Scheme there are two zones which are offered greater protection because of their ecological importance. These are Conservation Zones, which have the highest level of protection and Habitat Zones which have the next highest level.

Henderson Creek, in the vicinity of Waitakere City Stadium, is within a Habitat zone. The environmental values of these areas are protected by restricting the types of activity permitted within the zones and identifying them as requiring different considerations in exception applications.

Those recreational activities which are **not** permitted in Habitat zones are:

- Those which involve the use of any vehicles (other than for the temporary launching and retrieval of boats), hovercraft or aircraft.
- Horseriding.
- Camping.
- Hunting and shooting.
- Powerboat racing and competitive water skiing.
- Permanent anchoring, mooring or berthing of vessels.
- Servicing, maintenance and repair of vessels.

SURROUNDING LAND USES

To the east and south of Henderson Creek is a narrow esplanade reserve beyond which the land is zoned Residential 2. To the west, beyond Central Park Drive the land is zoned Industrial 3. See Fig. 3.

To the north of the park, on both sides of Central Park Drive the land is zoned Industrial 3, except for the Recreation 4 land owned by the Bible College of New Zealand.

Actual land use within the Industrially zoned area varies. Some sites have been developed for industrial uses but much of the land, particularly to the north of the park, remains in active or retired agricultural uses.

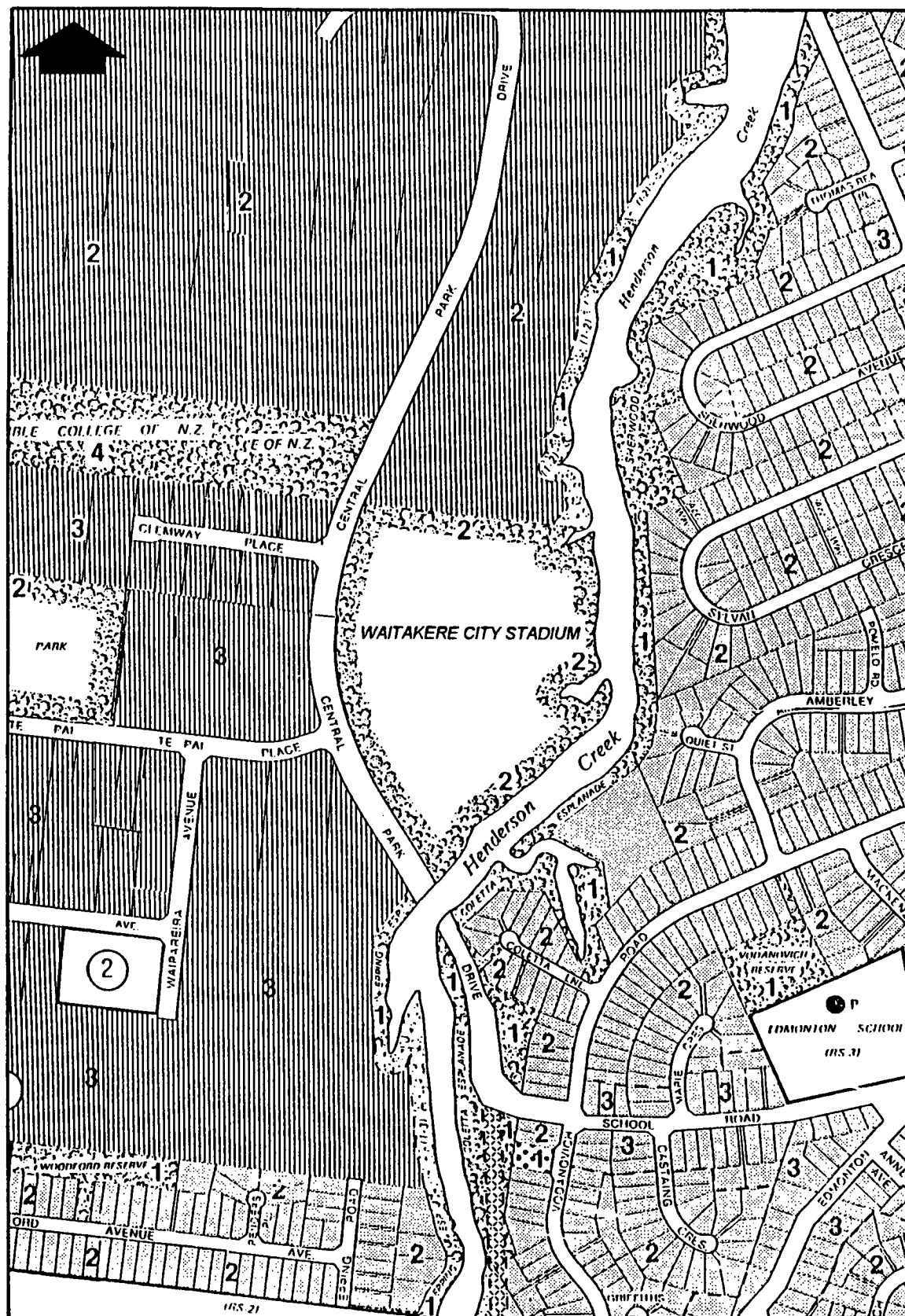


Fig 3: DISTRICT SCHEME ZONES

DESIGNATIONS



SCHOOL

OTHER PUBLIC WORKS

ZONINGS



R
C
IN

DEVELOPMENT

SPORTS ACTIVITIES

A great deal of time and money has been invested in the development of Waitakere City Stadium to date. This investment has yet to be used to its full potential.

The recent drainage improvement works on the stadium enabled the Athletic Club to hold a complete calendar of events during the 1992/93 summer season.

There is potential for allowing a second summer sports code, such as softball, to make use of the stadium. Some interest in this has recently been expressed. Other opportunities require further investigation, ensuring that such sports do not impinge on the athletic club activities.

With the establishment of a summer use for the park it will be necessary to investigate all possible winter codes who may be able to use the ground on a regular basis. The vulnerability of the sand-mattress playing surface may rule out a number of winter sports codes, however those which could be considered include:

- Hockey
- Baseball
- Rugby League
- Soccer
- Australian rules football
- Touch rugby
- Gaelic football
- American football

A major winter sporting code has recently expressed an interest in utilising the park. It is anticipated that the most recent drainage improvements, together with a high standard of maintenance, will be sufficient to sustain a full programme of winter sports. If this proves not to be the case, it may well be that an artificial surface, which can sustain a year-round use will, in fact, be the best option, economically. A cost benefit exercise should be carried out to ascertain this. It should include the potential city-wide income from all ancillary service activities associated with a major sporting / entertainment event, in order to give the potential total economic return as against the potential direct return.

In the longer term, the Athletic Club wish to install an artificial track, floodlighting and a cover over the terraces, as and when finance permits. Floodlighting would considerably extend the potential use of the ground and enhance its availability as a charge-ground for all sorts of events as well as sporting ones.

OTHER DEVELOPMENTS

Venue for large events

Waitakere City Stadium has the potential for a number of development opportunities. Large events such as regional school sports events, Kiwi sports, marching competitions, dog shows, wine festivals and concerts, both rock and other music types, could be held here.

The seating capacity for these large events is probably sufficient. Currently approximately 1600 seats are available on the terraces with space for approximately another 4000 on the grass slopes. In the longer term, further terraces could be constructed on the north slope. Further space is available for seating around the east and south sides of the field but these areas do not have slopes to improve the view. Depending on the type of event taking place, it may be possible to erect temporary bleaches as seating on the east side to overcome this. Noise from concerts and other such events will need to be controlled by means of restrictions set out in hire contracts.

Entryways

There are no obvious pedestrian entryways into the park. The footpath along the east side of Central Park Drive has no direct connection to the park and leads only to the car park access roads. The large gates immediately south of the athletic clubroom should become the main pedestrian entrance. They are set well back from the road, giving ample opportunity for creating an impressive entry point by use of tree planting and paving. If the park is to be made a charge-ground it will be necessary to prevent views into the stadium from outside during events, either by permanent or temporary screening on the perimeter fence. Ticket booths will be required at all entrances and egress for large crowds will be required.

Pedestrian circulation

The existing fitness trail and footpath system should be linked, as far as possible, through the adjacent Esplanade reserves, to provide a network of paths linking all public open spaces in the area. Links across the creek to the Esplanade reserves on the east bank should also be explored. Potentially the paths could link with the network already established around Henderson.

Carparking requirements

As use of the park and stadium increases the need for further carparking is likely to arise. The most suitable land, from a location and suitability point of view, is the Bible College land immediately to the north of the park. At present this land is used for horticultural purposes but may be available for sale or lease in the future.

The purchase of the land to the north of Waitakere City Stadium, or part of it, would also have the advantage of enabling a footpath link to be established into the park from the road. It would also allow for some screening of the Athletic clubhouse and the northern boundary which currently stand starkly on the roadside with little to soften them.

Maintenance depot

With the likelihood of increased usage of the stadium, demanding top quality maintenance of the playing surface, it will become necessary to construct a maintenance depot on site. This will be used to house vehicles, such as tractors and for the storage of sand, topsoil and chemicals etc. The depot must have easy vehicle access to the road and the playing surface.

Scoreboard

It is likely that an electronic scoreboard will be required once winter and summer codes are making full use of the stadium. The orientation of the playing field make the most suitable area for this to be sited in the vicinity of the existing toilet/changing sheds. If the maintenance depot were also to be sited here, close to the double gates, then the scoreboard could be erected on the roof of the depot. This would have the advantage of minimising the potential for vandalism which such a structure poses.

Television coverage facilities

It is likely that sporting events will occur in the future at the stadium which will attract television coverage. If this becomes a permanent occurrence a camera tower with commentary facilities will be required at the back of the existing terraces.

Planting programme

The tree planting programme which has been begun in the park, should be continued. As and when funds are available, significant areas of planting should be incorporated in the northern carparks to provide shade and improve their appearance. Further planting of coastal/waterside species should continue along the creek, bearing in mind that the existing pines are relatively short lived. The establishment of more suitable species now will ensure continuity of vegetation in the future.

There is little in the way of existing vegetation to continue the sense of enclosure around the north east side of the stadium. A belt of substantial trees should be planted to visually separate the playing field area from the lower informal area of the park. There is also opportunity for further planting on the west side of the park.

Botanical Gardens

Over the years there have been a number of suggestions that Waitakere City Stadium be used to create a botanical gardens. While its central location would be an advantage there are a number of negative factors to consider. The area of Waitakere City Stadium is not a large park. The most successful botanical gardens are those which are spaciouly set out allowing plenty of room for mature growth of plants and for the public to view them. Secondly, the ground conditions in the park, particularly the lower north-east area are not especially good. For plants to fully flourish quality soil with good drainage would be preferable.

Children's Playground

There is opportunity to install a comprehensive piece of play equipment for children within the park. The best location would be the sheltered grass area above the creek to the east of the playing field. This site is reasonably visible from the terraces and stadium without being too exposed.

Progress

As and when development options are chosen, appropriate objectives and policies will be required to be included in the Management Plan.

Many of the development options discussed here are shown on the Landscape Development Concept Plan, Fig. 4.

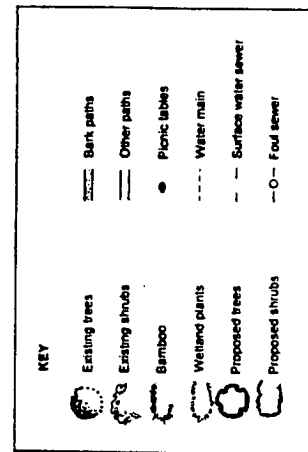


Fig 4:LANDSCAPE CONCEPT PLAN

MANAGEMENT OBJECTIVES AND POLICIES

MANAGEMENT OBJECTIVES

- To ensure the park is managed in terms of its reserve classification with adequately secure boundaries, for the enjoyment and use of the local and city-wide community.
- To conserve and enhance the landscape, fauna, flora and natural environment of the park for the enjoyment and education of city residents.
- To recognise the potential contribution the park can make to the visual amenity and environmental character of the City by enhancing the quality of the natural features of the park.
- To develop further and manage the park as a district recreational resource for the residents of Waitakere City providing for activities that have a city-wide or sub-regional emphasis.
- To recognise in managing the park, the existing and potential diversity of uses and provide a balance between activities in order to minimise potential conflict between user groups.
- To encourage, as far as possible, the multiple use of existing facilities, particularly the stadium and clubhouse and ensure that the park remains as a resource available to all residents of Waitakere City.
- To ensure that all future development within the park is compatible with existing uses, through the use of appropriate controls.
- To ensure that the design and appearance of existing and any future extensions to buildings and structures erected on the park are of a high standard.
- To identify and alleviate detrimental actions, or uses within or external to the park which would work against the fulfilment of other objectives.
- To provide for liquor licences only where this is appropriate to the function of the park.

MANAGEMENT POLICIES

CAR PARKING

Comment

The existing carparking is sufficient in area to cater for the current activities within the park. However, it is anticipated that further development and wider use of the park, particularly as a charge-ground will necessitate expansion of the carparking in the future. The existing carparking at the north end of the park is visually unattractive, easily seen from the road and should be improved.

Policies

- Existing car parks will be improved by the introduction of large trees and other planting, in recognition of the amenity value of the park.
- Further carparking will be provided as necessary adjacent to the existing northern boundary of the park by the purchase of land.
- Any future carparking will be designed to a standard that recognises the amenity value of the park and incorporates suitable planting.
- Vehicles will continue to be confined to designated carparks only, except for park maintenance vehicles and those authorised access for specific events.

PEDESTRIAN ACCESS AND CIRCULATION

Comment

The existing access for pedestrians is very limited, being confined to two paths close to each other at the south end of the park. Circulation within the park is adequate for pedestrians.

Policies

- Pedestrian access at the north end of the park will be provided and maintained. This access may be closed during the use of the park as a charge-ground only.
- Footpaths and the fitness trail track will be maintained for the safety and comfort of park users.

DESIGN AND APPEARANCE OF BUILDINGS & STRUCTURES

Comment

The three existing buildings on the park are close to the road and highly visible. They have no overall colour scheme or cohesive planting associated with them. It is appropriate in a park environment that buildings are of a design and appearance in keeping with that environment.

Policies

- That all new buildings and the redecoration of existing buildings be of such materials and colours as will complement the natural environment.
- That planting associated with buildings shall be designed and maintained to appropriate standards.
- That any signs on the park shall comply with the Council policy for "Signs in Parks".
- That all play equipment be erected and maintained in accordance with NZS 5828, the draft Australian Standards and the ISO 9000.

PUBLIC FACILITIES

Policies

- Ensure that provision is made for adequate but modern facilities and furniture to assist the public in the appreciation of the park.
- Provide a unified design standard for all signs, steps, seats, bridges and litter bins etc. and have them constructed in materials sympathetic to the park setting.

PLANTING

Policies

- A planting programme will be established, based on the approved development concept plan.
- Primarily indigenous species endemic to the area will be used, with exotic species as focal points and accents.
- Young trees will be established along the creek to facilitate continuity of vegetation when the pines need to be removed.
- Wildlife along the creek will be protected and encouraged to enhance the ecological value of the foreshore, thus providing for the enjoyment & development of the natural habitat.
- The mutilated oak tree between, the stadium and the creek, will be removed, subject to confirmation from a qualified Arborist.
- A qualified Arborist will prepare a report on the condition and potential longevity of the large pine trees.
- Shrub and perennial planting will be designed to reduce, as much as possible, the need for frequent pruning of plants.

MAINTENANCE

Comment

In the past a joint management committee, consisting of both Council and Athletic Club members has held responsibility for the maintenance of the park. There are currently a number of different maintenance contracts for the various parts of the park. This can cause management difficulties with one contractor potentially causing problems for another. One contractor or member of Council staff should be responsible for the maintenance of the whole park. This would ensure that detrimental activities do not occur. Whoever is made responsible should have proven experience in maintaining a sand-mattress field.

Policies

- A Waitakere City Stadium User Group will be established to make recommendations to the Parks Manager on user and parks matters including space allocation. The group will meet twice yearly to enable input to council's Annual Planning process.
- One contractor, or member of staff, will be responsible for the maintenance of the whole park, including the stadium.

LEGISLATION

Policies

- Public activity in the park will be controlled by the "Waitakere City Council General Bylaws 1990" and any legislation appropriate to the park.
- An active policy of noxious and environmentally damaging plant control will be followed.
- All development will be in accordance with the current interim District Plan and the Resource Management Act 1991.
- The park and its Management Plan will be kept under 5 yearly review, in accordance with the Reserves Act 1977.
- Liquor licences granted to clubs and organisations using the park shall be ancillary to the principal activities of any such club or organisation.
- Liquor licensing laws will be strictly in accordance with the terms of the lease agreement.

WATER QUALITY

Policies

- That until the quality of the water in Henderson Creek is improved to acceptable levels, no encouragement be given to the use of the creek for recreational purposes.
- That until water quality is improved, carefully designed signs be erected advising the public not to swim in the creek.
- Council will continue to endeavour to find the cause of the high levels of pollutants in the creek and to take measures to prevent it.

ADVERTISING

Comment

It is likely that both summer and winter sports codes who use the park in the future will want to attract commercial sponsorship to supplement their operational costs. The use of commercial advertising within the stadium will need to be carefully managed if it is not to detract from the quality of the park. It is intended that the City Council will maintain the "clean ground status" of the park. Non-commercial advertising, ie. names of clubs based at the stadium, will be permitted and controlled.

Policies

- Non commercial advertising will be permitted for clubs based at the stadium. These signs may be erected on the clubrooms and at the entrance gate to the stadium. All signs will require the approval of the Parks Manager.
- Commercial advertising will not be allowed to be erected in the stadium on a permanent basis.
- Temporary commercial advertising will be permitted around the perimeter of the inner field during sporting events, with the prior approval of the Parks Manager.

SYNOPSIS OF SUBMISSIONS TO DRAFT MANAGEMENT PLAN

Mr B York
Glenora Rugby League
PO Box 20-106
Glen Eden

Change name to Waitakere Stadium.
Multi use status for sporting & cultural
groups, concerts etc.
Floodlighting. More toilets / changing
facilities.
Athletic club hire out amenity.
More seating. Charge ground with
Council %age.
Use for Super League.

Mr J. Kooge
Parks Manager
Waitakere City Council

Storage shed facility
Include section on advertising within
park.

APPENDIX 1: SUBMISSION TO DRAFT ANNUAL PLAN

ANNUAL PLAN 1992/SUBMISSIONS FROM R.D.KEEN

COMMUNITY FACILITIES FOR MASSEY

As this Ward is large and divided by the motorway and Don Buck Road, consider a spread of facilities is desirable. Transport is a major problem for many of the residents of Massey. Imagine a housewife from Ranui walking along Don Buck road to get to the library. One super facility would not be in the best interests of the residents of Massey. Once the Massey North Commercial development takes off a complex the size of New Lynn will be in place. This centre will require considerable community facilities.

To start to meet the present needs, two libraries with attached community rooms would be a good idea. The Massey Library was designed to be extended and to have meeting rooms, a C.A.B. etc available. The concept would be suitable for both Ranui and West Harbour and would be affordable out of Reserve Contribution funds, that is if these funds have not been spent on anything but community facilities for the people of Massey.

2) HENDERSON VILLAGE

A major problem is the hopeless traffic flows. Cross roads joining Railyard Ave and Henderson Valley Road would enable heavy traffic to avoid the twisted streets in Henderson. Joining Dora St. to Hickory and putting a bridge across the Henderson Stream to link Cranwell St. Vitasovich Road would be a much needed improvement to this long neglected borough.

A covered bus centre near the taxi stand and Rail station in Railyard Ave would be desirable.

Some Council encouragement is needed to develop shops along Alderman Drive so that block can become an exciting place to shop. Covered walkways would make the town 'user friendly'. I believe rating can be used as an incentive for development, as was done in the old Waitemata City Council.

3) OTHERS

In Sunnyvale, I would like to see road links to Glen Eden. This would reduce traffic congestion in Parrs Cross and Great North Roads and provide fire service access to Sunnyvale. It would be a matter of linking up some or all of Sunhill Road, McKinley Road, Rangeview Road, Sherrybrook Place and Waikaukau Road and Waikemute Road. The Vehicle Testing Station should be promoted and developed as a vehicle service complex. Fuel should be sold. Following the recent chemical spill, it is obvious the Council has not put sufficient resources into their Chemical Bylaw. The officers need portable laptop computers, cell phones and vehicles and sampling equipment. With suitable software and communications equipment, I believe most of the inspectorate could easily work from home thus reducing pressure on office space.

Vet services for at least one day per week would be desirable at the Animal Welfare Centre which requires expansion.

The Commonwealth Pool complex should be tendered out to the Private sector to be operated at no cost to the Ratepayers. This may require rezoning the site to allow function centres, restaurants, bars etc to be built and operated.

Waitemata Stadium needs night lights and facilities for a stage for music shows. Five rock shows per year could bring in one percent of rates.

APPENDIX 2: CERTIFICATES OF TITLE TO LAND PARCELS

References

Prior C/T

GN B222741.1

Transfer No.

N/C. Order No. B340991.2

Land and Deeds 69



REGISTER

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

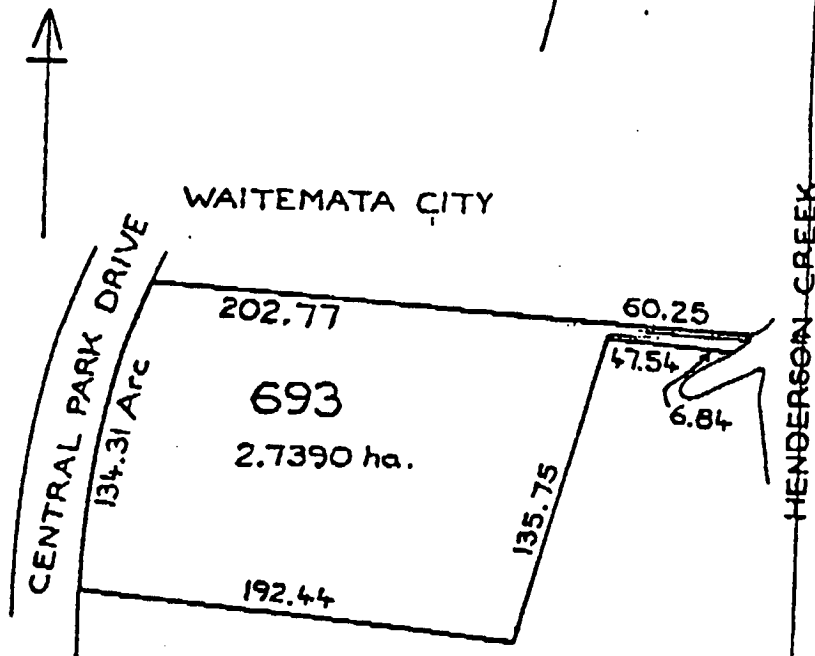
This Certificate dated the 18th day of October one thousand nine hundred and eighty-four under the seal of the District Land Registrar of the Land Registration District of NORTH AUCKLAND

WITNESSETH that WAITEMATA CITY COUNCIL is seised of an estate in fee simple for a Recreation Ground

(subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 2.7390 hectares more or less being Allotment 693 Parish of Waipareira



Assistant Land Registrar



S.O. 56994

J.A. End. A/

Measurements are Metric

54A/1405

HENDERSON CREEK

No.

COMPILED PLAN

1230 OFFICE NORTH AUCKLAND
CENTRE ELEA DUL XIV WAITEMATA
1703 1817 14 1200000 20

PLAN OF LOTS 1 & 2 BEING
PT LOTS 15 & 16 D.P. 62437

LOCAL AUTHORITY WAITING
 CONDUCTED BY J. A. H. WILKINSON

PT. ALLOT. 6

S.O. 56994
6-13-61 p. 7868

Lot 1

55816 hq.
MELFATIUM RES

Lot 2 1.4560 ha. of Henderson Creek

CREEK

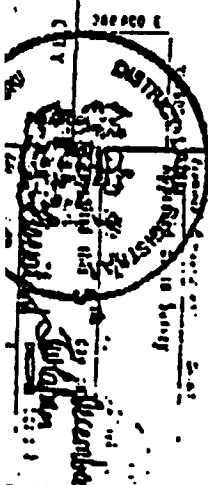
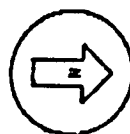
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11/2/35

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Approved for use on
the National City
Regulated Program

JOHN S. BROWN, JR.
BIRMINGHAM - Chief
CORPORATE COUNSEL
AT LARGE, Chief
Officer, etc., etc.



4 JUL 1982

References

Prior C/T 494/265, 527/275 & 11A/294

Land and Deeds 69

Transfer No.

N/C. Order No. B.358612.1



REGISTER

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 5th day of December one thousand nine hundred and eightyfour under the seal of the District Land Registrar of the Land Registration District of NORTH AUCKLAND

WITNESSETH that THE WAITEMATA CITY COUNCIL is seised of an estate in fee simple as an esplanade reserve under the Reserves Act 1977

~~is seised of an estate in fee simple~~ (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, by the several admeasurements a little more or less, that is to say: All that parcel of land containing 1.4560 hectares more or less being Lot 2 Deposited Plan 103931 and being part Allotment 6 Parish of Waipareira



No. 57 58

57 58

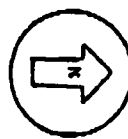
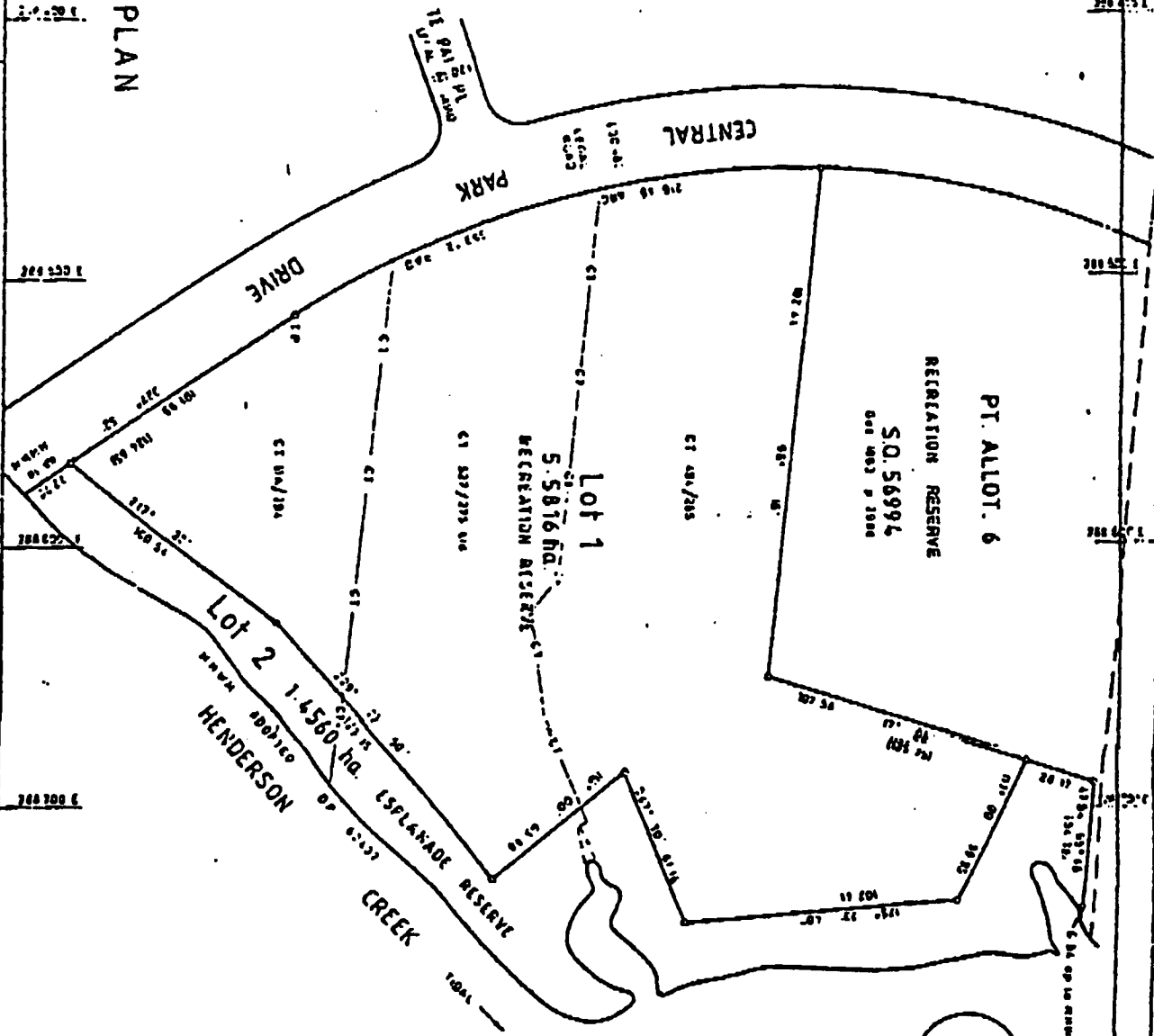
CERTIFICATE OF TITLE No. _____

COMPILED PLAN

AND CHIEF NORTH AUCKLAND
CIVIL DIST. XIV WAITEMATA
15TH NOVEMBER 20

PLAN OF LOTS 1 & 2 BEING
PT LOTS 15 & 16 D.P. 62437

LOCAL AVIABILITY WAITING-
Compiled by P. A. NEWLAND



BUDGET SUMMARY
 DEARIE, COUN. CI
 COCORA, COUN. CI
 MI ECH. COUN. CI
 COUN. CI

Approved by: _____
the National City
Register, Inc.

Box 100
Box 101
Box 102

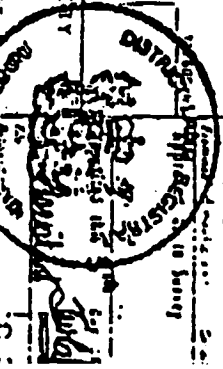
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~~CONFIDENTIAL~~



References

Prior C/T 494/265, 527/275
11A/294

Transfer No.

N/C. Order No. B.358612.1

Land and Deeds 69



REGISTER

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

57C / 55

This Certificate dated the 5th day of December one thousand nine hundred and eightyfour under the seal of the District Land Registrar of the Land Registration District of NORTH AUCKLAND

WITNESSETH that THE WAITEMATA CITY COUNCIL is seised of an estate in fee simple as a recreation reserve under the Reserves Act 1977

~~is seised of an estate in fee simple~~ (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 5.5816

hectares more or less being Lot 1 Deposited Plan 103931 and being part Allotment 6 Parish of Waipareira



Measurements are Metric

57C / 55

**APPENDIX 3: COPIES OF LEASES
& LICENCE TO OCCUPY**

23
THIS DEED made the Seventh day of December

Attained 693
(Freehold land)

BETWEEN:

1. WAITEMATA CITY COUNCIL (hereinafter together with its successors referred to as "the Lessor") of the one part

A N D

2. WAITEMATA AMATEUR ATHLETIC CLUB INCORPORATED (hereinafter referred to with its permitted assigns referred to as "the Lessee")

WITNESSETH that IN CONSIDERATION of the rent hereinafter reserved and of the covenants conditions and agreements hereinafter contained or herein implied and on the part of the Lessee to be observed performed and kept the Lessor DOETH HEREBY DEMISE AND LEASE unto the Lessee ALL THOSE the premises described in the Schedule hereto (hereinafter called "the demised premises") TO HOLD the same unto the Lessee for the term of thirty-two (32) years from and including the 1st day of September 1983 YIELDING AND PAYING therefor to the Lessor during the first two (2) years of the said term the rental of TWO HUNDRED DOLLARS (\$200-00) per annum and thereafter during the next period of Two (2) years of the term of years hereby created and during the subsequent periods of two years of such term rental of such amount per annum as shall be agreed upon between the parties hereto at or before the end of the preceding two (2) yearly period and failing agreement rental of such amount as shall be determined by the arbitration of two arbitrators one to be appointed by the Lessor and the other by the Lessee or of an umpire to be chosen by the arbitrators before entering upon the consideration of the matter every such arbitration being subject to the provisions of the Arbitration Act 1908 or any subsisting statutory substitution therefor or modification thereof but such rental shall not be less than the rental charged for the two (2) year period immediately preceding the rental payable at the time for review AND notwithstanding that for any reason whatsoever (including by way of example but not by way of limitation the Lessor or the Lessee failing to take steps to review the rent) the rent for any period shall not be agreed upon fixed or determined as aforesaid until after the commencement of the relevant period rent at the rate agreed upon fixed or determined as aforesaid shall be payable as from and including the commencement of the relevant period. Rent for the time being from time to time payable hereunder shall be paid by calendar monthly payments in advance on the 1st day of each and every calendar month the first of such payments having fallen due for payment on the 1st day of September 1983 SUBJECT to the following covenants conditions agreements stipulations and restrictions:-

I. THE Lessee DOETH HEREBY COVENANT with the Lessor as follows:

1. THAT the Lessee shall at all times during the term

created hereby duly pay the rent hereby reserved at the times and in the manner hereinbefore provided free of exchange and without any deduction whatsoever PROVIDED THAT the Lessee will whenever and in the manner required by the Lessor cause such payments of rent to be made by direct bank transfer to the Lessor or the Lessor's bankers as the Lessor may direct.

Rates.

2. THAT the Lessee shall during the said term duly and punctually pay all rates levies taxes duties and assessments (excepting the Lessor's land tax) levied imposed or assessed upon or payable in respect of the demised premises. PROVIDED THAT such rates levies taxes duties and assessments shall be apportioned between the Lessor and the Lessee in respect of periods current at the commencement and termination of the term hereby created.

Water
and Gas
Charges
etc.

3. THAT the Lessee shall promptly pay and discharge all charges or levies for water gas telephones and electricity supplied to or used on the demised premises and all other charges for utilities and services payable chargeable or assessed in respect of the demised premises or the Lessee's use thereof.

Insurance

4. THAT the Lessee shall insure and keep insured in the names of the Lessor and the Lessee all buildings and erections for the time being situated upon the demised premises against loss or damage by fire and earthquake under a policy of insurance to the indemnity value thereof or if so required by the Lessor to the replacement and reinstatement value thereof with a responsible insurance office in New Zealand approved by the Lessor. The cost of effecting and maintaining such insurance shall be borne by the Lessee. In the event of the said buildings and erections being damaged or destroyed by fire earthquake or any other of the contingencies covered by such policy of insurance and such policy or policies not having become void or voidable then the Lessee shall with all reasonable speed expend all insurance monies received on the repair and reinstatement of the said buildings and erections.

Development
and use of
Premises

5. THAT the Lessee shall forthwith complete development of the demised premises as an athletic clubhouse and fitness centre in accordance with the plans and specifications provided by the Lessee and approved by the Lessor.

Mainten-
ance of
the
demised
premises

6. THAT the Lessee shall from time to time at all times during the term hereof in a proper and workmanlike manner and to the reasonable satisfaction of the Lessor:

- (i) Repair maintain cleanse and keep the premises and any building or other improvements comprising part thereof and all fixtures and fittings (including carpets floor coverings curtains and blinds installed by the Lessor) in

W. J. G.
W. J. G.

good and substantial tenantable repair and condition provided that the Lessee shall not be called upon to repair damage caused by fair wear and tear, fire tempest, inevitable accident or other event or happening beyond the control of the Lessee;

(ii) Keep and maintain the roof and exterior of the building in good and substantial repair order and condition and in a watertight condition throughout the term hereof provided that the Lessee shall not be called upon to repair damage caused by fair wear and tear, fire tempest, inevitable accident or other event or happening beyond the control of the Lessee.

(iii) Not less frequently than every five (5) years if so required by the Lessor paint the exterior of the building with paint the type and colour of which the Lessor shall approve and redecorate the interior including all partitions or additions made to the building by treating as previously treated all internal surfaces of the building by painting staining polishing or otherwise to a specification approved by the Lessor. The Lessor shall not unreasonably withhold its approval of any paint colour or type, or specification under this Clause.

Rubbish
Removal

7. THAT the Lessee will regularly on the usual days cause all rubbish and garbage to be removed from the demised premises and the Lessee will at the Lessee's own expense cause to be removed immediately any and all trade waste cartons boxes containers and other goods or rubbish not removable in the ordinary course by the local authority and will not leave bins or containers outside any building erected on the demised premises.

Assign-
ment and
sub-
letting

8. (a) THAT the Lessee shall not assign sublet or otherwise part with possession of the demised premises or any part thereof without first obtaining the written consent of the Lessor but such consent shall not be unreasonably or arbitrarily withheld in the case of a respectable responsible solvent and suitable assignee or sub-tenant who is a person suited for the occupation of a recreation ground in terms of Section 601 of the Local Government Act 1974 PROVIDED HOWEVER that as a condition precedent to the granting of consent to an assignment the proposed assignee shall enter into a Deed of Covenant with the Lessor to be prepared by the Lessor's solicitors at the expense of the Lessee whereby such assignee shall without prejudice to the Lessor's rights against the Lessee covenant to keep observe and perform all and singular the covenants conditions and agreements on the Lessee's part herein contained or implied and as a condition precedent to the granting of consent to an assignment to a private limited liability company the Lessor may in addition require to be satisfied that the shareholders of such company are respectable responsible and solvent persons and

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may require that the holders of the majority of the shares in the capital of the company unconditionally jointly and severally guarantee the due and punctual observance and performance by such company of its obligations under this lease PROVIDED FURTHER that where the Lessor shall consent to a sub-letting such consent shall extend only to such sub-letting and shall not be considered or construed so as to permit any sub-lessee to deal with his sub-lease in any way without the consent of the Lessor if in the case of the Lessee so dealing with its lease hereunder such consent would be required hereunder PROVIDED FURTHER that any assignment or sub-letting referred to in Section 109 (2) of the Property Law Act 1952 shall be in all respects subject to the provisions of this clause PROVIDED FURTHER that if any lessee or sub-lessee hereunder shall be a private limited liability company then any change in the legal and/or beneficial ownership of any of the shares in the capital of the company whereby there shall be a change in the effective management or control of the company shall be deemed to be an assignment of this lease or the sub-lease as the case may be and shall be in all respects subject to the provisions of this clause.

(b) NOTWITHSTANDING anything contained in the preceding subclause the Lessee shall at all times upon request use its best endeavours, whenever the demised premises are not being used by the Lessee, to make the demised premises or any part or parts thereof available for use by the Central Park Management Committee to assist such Committee to make best use of the facilities under its control. The Lessee shall be entitled with the prior written approval of the Lessor to make reasonable charges for and impose such reasonable terms and conditions as it may think fit upon the use of the demised premises by the Committee provided that no charges shall be made for the use by the said Committee or any other person of the special amenities referred to in Clause 22 hereof.

Use

9. THAT the Lessee shall not use the demised premises or any part thereof nor will it permit the demised premises or any part thereof to be used for any purposes other than for the carrying on therein of the business of a fitness centre and/or for sports training and competition and the supply of sporting equipment related thereto and social recreational and cultural purposes and other activities consistent with the principles of recreation and community development expressed in Section 601 of the Local Government Act 1974.

Additions
and Altera-
tions

10. THAT the Lessee will not erect or place or permit to be erected or placed on the demised premises or any part thereof any building or improvement and will not make or permit to be made any alterations or additions at any time to any building erected on the demised premises under the authority of these presents or any part thereof nor cut alter or injure any of the walls partitions timbers or floors thereof without first producing to the Lessor detailed plans thereof and without the written consent of the Lessor first had and obtained for that purpose on every occasion such

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consent not to be unreasonably or arbitrarily withheld AND the Lessee will promptly discharge and procure the release or withdrawal of any liens or charges under the Wages Protection and Contractors Liens Act 1939 of which notice may be given to the Lessee or the Lessor in respect of any such alterations or additions made by the Lessee hereunder and will indemnify and save harmless the Lessor from and against the same and all costs and expenses in relation thereto.

Exterior
Signs

11. THAT the Lessee will not affix paint or exhibit or permit to be affixed painted or exhibited any name sign nameplate signboard or advertisement of any description on or to the exterior of the demised premises or the building of which the demised premises form part or the appurtenances thereof without the prior consent in writing of the Lessor first had and obtained PROVIDED THAT such consent shall not be unreasonably or arbitrarily withheld and if granted the erection of such name sign nameplate signboard or advertisement shall be in a secure and substantial and proper manner so as not to cause any damage to the demised premises or to the building of which the demised premises form part or to the property of any person and so as to conform to the general scheme of advertising required by the Lessor AND the Lessee shall at the end or sooner determination of the term hereof remove any such name sign nameplate signboard or advertisement which has been authorised by the Lessor and restore the demised premises and/or building to the condition they were in at the commencement of the term of this Lease.

No
Noxious
Use

12. THAT the Lessee shall not during the term hereby created bring in or upon or store within the demised premises or permit to be brought in or upon or stored within the demised premises any machinery or goods or things of an offensive noxious illegal or dangerous nature or of such weight size or shape as is likely to cause damage to the demised premises or to the building of which the demised premises form part nor will it use or permit to be used the demised premises for any noisome noxious illegal or offensive trade or business nor will it permit or suffer any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Lessor or its other tenants or the owners or occupiers of adjoining lands and generally the Lessee shall conduct the Lessee's business upon the said premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons.

Compli-
ance with
Statutes
Regula-
tions and
By-Laws

13. THAT the Lessee will comply with the provisions of all statutes regulations and by laws in any way relating to or affecting the demised premises or the use of the demised premises by the Lessee or other occupant thereof and will also comply with the provisions of all licences requisitions and notices issued made or given by any competent authority in respect of the demised premises or the use of the demised

W. J. G.
1/11

premises by the Lessee or other occupant thereof PROVIDED THAT the Lessee shall not be required to make any structural alterations or additions to the demised premises other than such as shall be required as a consequence of the particular nature of the business carried on by the Lessee or other occupant of the demised premises or the number or sex of persons employed in the demised premises by the Lessee or other occupant thereof.

Lessee
not to
void
Insurance

14. THAT notwithstanding that the Lessee is permitted to use the demised premises for the purpose more particularly referred to in clause 9 hereof the Lessee shall not carry on or permit or suffer upon the demised premises any trade or occupation or wilfully suffer to be done any act or thing which shall make void or voidable any policy or policies of insurance on the demised premises or on the building of which the demised premises form part or any part thereof against loss or damage by fire or which may render any increased or extra premium payable for such insurance UNLESS in circumstances where such increased or extra premium is payable the Lessee shall have first obtained the consents of the insurer of the demised premises and of the Lessor and made payment of the amount of the increased or extra premium to such insurer.

Lessor's
rights of
inspection

15. THAT the Lessor by its servants or agents may at all reasonable times during business hours enter upon the demised premises to view the condition thereof and may give notice in writing to the Lessee of all defects and wants of reparation there found and the Lessee will with all reasonable despatch after such notice repair and make good the same according to such notice so far as the Lessee is liable so to do under the covenants in that behalf contained in clause 6 hereof.

Lessor's
right of
repair

16. THAT if default shall be made by the Lessee in the due and punctual compliance with any notice given by the Lessor pursuant to clause 15 hereof the Lessor without prejudice to its other rights and remedies herein expressed or implied shall at its option without suit or further notice be entitled by its servants and workmen with all necessary equipment and material at all reasonable times to enter upon the demised premises to execute such works as may be specified in such notice and all moneys reasonably expended by the Lessor by reason of the default of the Lessee hereunder shall be payable by the Lessee to the Lessor upon demand together with interest thereon at the rate of Fifteen (15) per centum per annum until payment thereof.

Entry by
Lessor

17. THAT the Lessor by its servants or agents may at all reasonable times during business hours enter upon the demised premises with valuers insurers appraisers and prospective purchasers of the Lessor's interest in the demised premises to view the condition thereof.

18. THAT the Lessee will at all reasonable times during the three months immediately preceding the expiration of the

3.
1/11

term hereby created permit intending tenants and others with written authority from the Lessor or its agents at all reasonable times of the day to view the demised premises.

Indemnity

19. THAT the Lessee will at all times when it has sole use of and responsibility for the demised premises save harmless indemnify and keep indemnified the Lessor from and against all actions suits claims demands costs damages and expenses to which the Lessor shall or may be liable for or in respect of any loss damage accident or injury of whatsoever nature or kind and howsoever sustained or occasioned to property whether at or upon the demised premises or arising in connection with the Lessee's use of the demised premises and notwithstanding that any time or other indulgence has been given to the Lessee in respect of any obligation of the Lessee under this lease AND the Lessee shall and doth hereby fully and completely indemnify and protect the Lessor against all or any liability for damage or loss caused by any act omission or negligence on the part of the Lessee and/or the servants agents clients or customers of the Lessee.

Costs

20. THAT the Lessor and the Lessee shall pay their own costs of and incidental to the preparation of these presents.

Parking Area

21. INSOFAR as the demised premises may comprise a parking area contained within a larger parking area located on the Lessor's recreation ground known as Central Park the Lessee agrees to permit the Lessor to maintain such parking area forming part of the demised premises to the same standard as that of the remainder of such parking area and shall from time to time upon demand pay to the Lessor a proportionate share of such sum or sums as may be required for the formation and maintenance of such parking area such proportionate share to be calculated by dividing the number of usable parking spaces contained on the demised premises by the sum of the usable car parking spaces in the car park surrounding the demised premises and the usable parking spaces contained on the demised premises.

Special Amenities

22. THE Lessee acknowledges that the Lessor has made a grant to it from moneys available from the Public Conveniences and Amenity Buildings Loan and that such advance has been applied towards the construction of the clubroom and amenity buildings erected by the Lessee on the leased area and the Lessee agrees that in consideration of the granting of this Lease and in further consideration of the grant so made the Lessor has designated those conveniences or amenities forming part of such building on the demised premises shown edged in red on the plan annexed hereto marked "special amenities plan" to be "special amenities" and notwithstanding the provisions of Clause 8 hereof the Lessee shall:

- (a) Make the special amenities so provided available without charge for public use at such times as the Lessor shall reasonably direct in writing.

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- (b) Without charge share the use of the special amenities with any other sporting or recreational groups or teams that are from time to time reasonably authorised by the Lessor or the Central Park Management Committee to make use of Central Park and shall comply with such reasonable directions as to shared use as may be made from time to time by the Town Clerk of the Lessor.
- (c) Maintain the special amenities in a good and clean condition and free from graffiti to the reasonable satisfaction of the Lessor PROVIDED THAT the Lessee shall not be liable for maintenance under this clause for repair occasioned by damage caused at functions or events arranged by or through the Central Park Management Committee.
- (d) Maintain the special amenities in a good efficient state of repair and make good any damage thereto whether caused by vandalism, or otherwise howsoever (damage caused by fair wear and tear, fire or earthquake alone excepted) and keep them in a neat and tidy condition and properly painted and decorated at all times.
- (e) Promptly pay all water, electricity and other charges payable from time to time in respect of the special amenities as and when the accounts for such items fall due.

The Lessee acknowledges that its obligations and duties in respect of the special amenities apply throughout the year and shall not be limited to the season or part of the year during which the Lessee's usual sporting activities take place. If the provisions of this clause may conflict with any other clause hereof, the provisions of this clause shall be paramount.

II. THE Lessor DOETH HEREBY COVENANT with the Lessee as follows:-

Quiet
Enjoy-
ment

23. THAT the Lessee paying the said rent and performing and observing all and singular the agreements and conditions on its part herein expressed and implied shall quietly hold and enjoy the demised premises throughout the said term without any interruptions by the Lessor or any person lawfully claiming under it.

III. IT IS HEREBY AGREED AND DECLARED by and between the parties as follows:-

24. THE power of distress for rent vested in the Lessor as aforesaid shall extend to every and all sum or sums of money payable by the Lessee (whether to the Lessor or directly to the

W. Edg.
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body or company concerned) for any rates taxes assessments charges and other moneys hereinbefore covenanted to be paid by the Lessee.

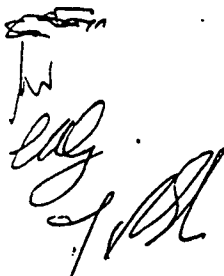
Re-entry

25. THAT if and whenever the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of twenty-eight (28) days after any of the days hereinbefore appointed for payment thereof whether the same shall have been legally or formally demanded or not or in the case of the non-observance or non-performance of any of the agreements stipulations terms and conditions herein contained or implied and on the part of the Lessee to be observed performed and kept or if the Lessee shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of its creditors or in the event of the insolvency bankruptcy receivership or liquidation (except as a result of a constitutional rearrangement of the Lessee first approved by the Lessor) of the Lessee or if the Lessee shall suffer distress or execution to issue against the Lessee's property goods or effects under any judgment against the Lessee in any Court for a sum in excess of ONE THOUSAND DOLLARS (\$1,000.00) and such judgment remains unsatisfied for a period of 14 days then it shall be lawful for the Lessor thereupon or at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and the Lessee and all other occupiers thereof therefrom to expel and remove and the same to have again repossess and enjoy as in its former estate anything herein contained or implied to the contrary notwithstanding whereupon the terms hereby created shall absolutely cease and determine and that without releasing the Lessee from liability for rent then due or for any antecedent breach of any of the agreements stipulations terms or conditions herein contained or implied.

26. THE Lessor shall not be answerable for any loss that may happen to any property of the Lessee in the exercise of the Lessor's power of re-entry and upon such re-entry the Lessor shall be entitled to remove from the demised premises any chattels belonging to the Lessee and place them outside the demised premises without being answerable for any damage thereby caused to such chattels and the Lessor may at the Lessor's option hold the said chattels subject to a lien securing the amount of any accrued rent or other moneys then due and owing by the Lessee to the Lessor.

Waiver

27. THAT no waiver or failure to act by the Lessor in respect of any one or more breaches by the Lessee of any covenant obligation or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or of any other covenant obligation or provision contained or implied in this lease.

Handwritten signature and initials, possibly "W. L. G." and "J. A.", located at the bottom left of the page.

Right
of
Renewal

28. THAT if the Lessee shall during the term hereby created punctually pay the rent hereby reserved at the time and in the manner hereinbefore provided and shall observe perform and keep all the covenants conditions and agreements herein contained or implied and on the part of the Lessee to be observed performed and kept and shall have given to the Lessor written notice at least three calendar months before the expiration of the said term of its desire to have a new lease of the demised premises then the Lessor will at the cost in all respects of the Lessee grant to the Lessee a new lease of the demised premises for a further term of Thirty-two (32) years at a rental for the first two years and for each successive period of two years of the term to be agreed upon on each occasion between the parties hereto having regard to the profitability of the business operated by the Lessee in the demised premises and the benefit to the Citizens of Waitemata as a whole that would be conferred by the proposals of the Lessee for the development of the demised premises or other recreation facilities administered or jointly administered by the Lessee at Central Park or failing agreement to be determined by the arbitration of two arbitrators one to be appointed by the Lessor and the other to be appointed by the Lessee or of an umpire to be chosen by the arbitrators before entering on the consideration of the matter and every such arbitration shall be subject to the provisions of the Arbitration Act 1908 or any then subsisting statutory substitution therefor or modification thereof but such rental shall not in any case be lower than the rental payable during the immediately preceding two yearly period AND notwithstanding that for any reason whatsoever (including by way of example but not by way of limitation the Lessor or the Lessee failing to take steps to review the rent) the rent for any period shall not be agreed upon fixed or determined as aforesaid until after the commencement of the relevant period rent at the rate agreed upon fixed or determined as aforesaid shall be payable as from and including the commencement of the relevant period such lease to be otherwise upon and subject to the like covenants provisions conditions and restrictions as are herein contained but including this present provision for a further new lease.

Arbitra-
tion

29. THAT any disputes which shall arise between the parties hereto touching or concerning this deed or the subject matter hereof other than the determination of rent shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one but otherwise to the arbitration of two arbitrators (one to be appointed by each of the parties hereto) or an umpire (who shall be appointed by such arbitrators prior to their entering upon the arbitration) such arbitration to be carried out in accordance with and shall be subject to the provisions of The Arbitration Act 1908 or any then subsisting statutory substitution therefor or modification thereof.

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Lease not
Registerable

30. THAT the Lessor shall not be required to do any act or thing to enable these presents to be registerable and the Lessee will not register a caveat in respect of its interest hereunder.

Suitabil-
ity

31. THAT no warranty or representation expressed or implied has been or is made by the Lessor that the demised premises are now suitable or will remain suitable or adequate for all or any of the purposes permitted by the Lessor under the provisions hereof or that all or any of the said purposes comply with the by-laws or ordinances or other requirements of the Local Authority having jurisdiction.

Marginal
Notes

32. IN this lease the marginal notes, have been inserted for guidance only and shall not be deemed to form part of the context of this lease.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

SCHEDULE

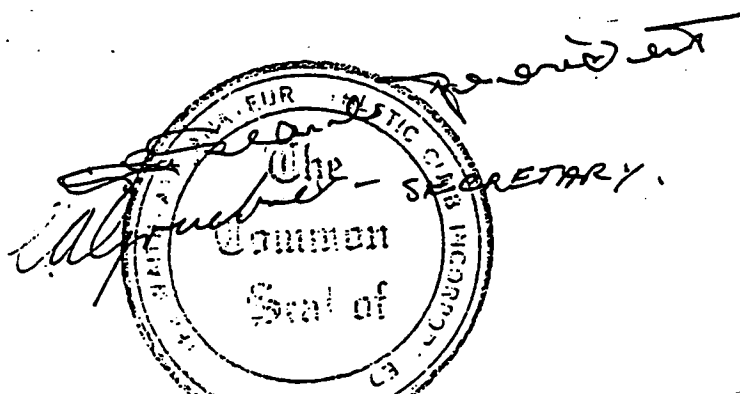
Premises: ALL THAT part of the Lessor's recreation ground at Central Park comprising 2405.5 square metres more or less as the same is shown marked "1" on the plan annexed hereto being part Allotment 693 Parish of Waiparaire and being part of the land comprised and described in Certificate of Title Volume 515 Folio 183 - North Auckland Registry.

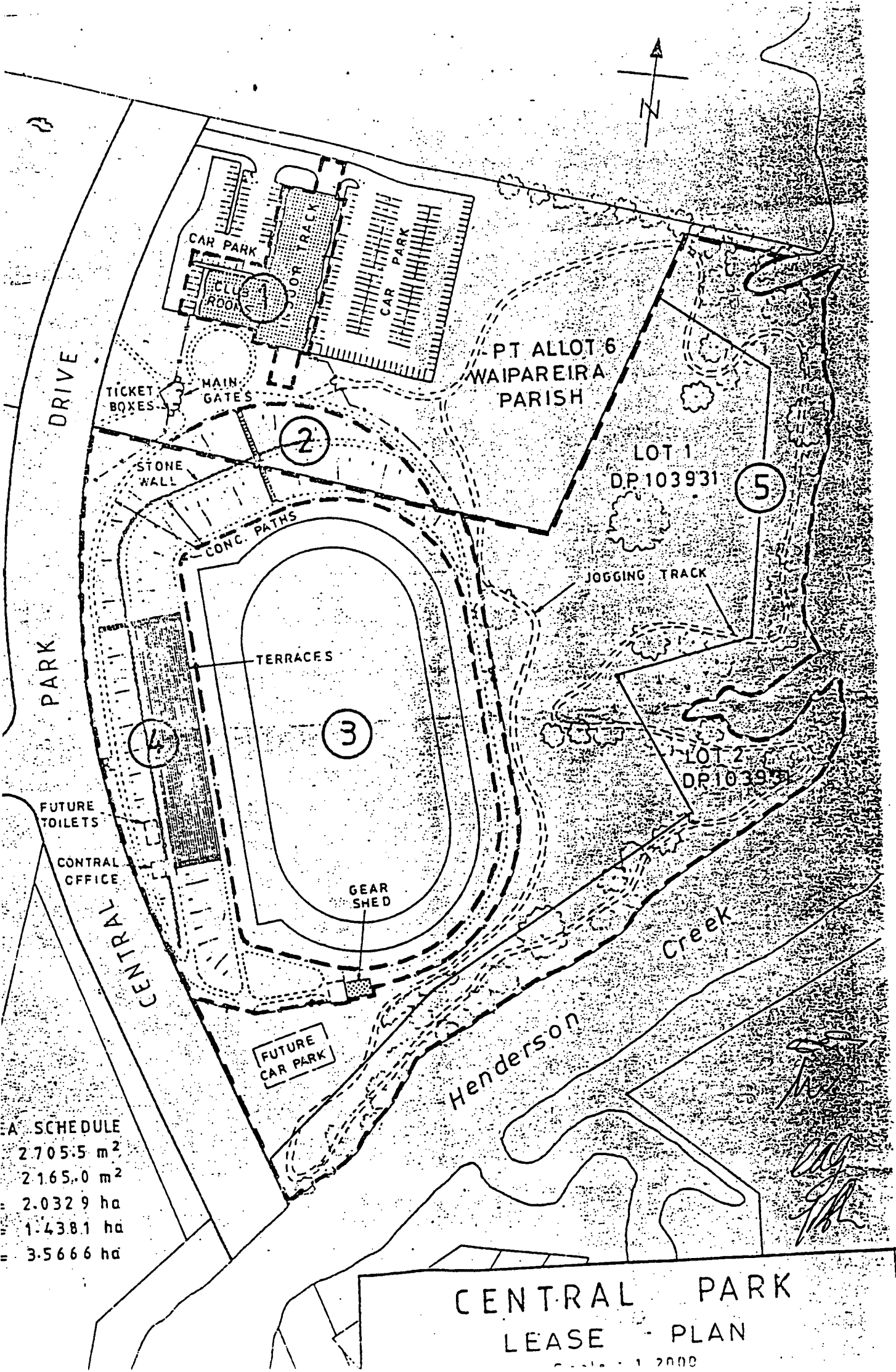
THE COMMON SEAL of the WAITEMATA)
CITY COUNCIL was hereunto affixed)
in the presence of:-)

[Signature] Mayor

[Signature] Town Clerk

THE COMMON SEAL of THE WAITEMATA)
AMATEUR ATHLETIC CLUB INCORPORATED)
was hereunto affixed in the presence)
of:-)





EA SCHEDULE

2 705.5 m²

2 165.0 m²

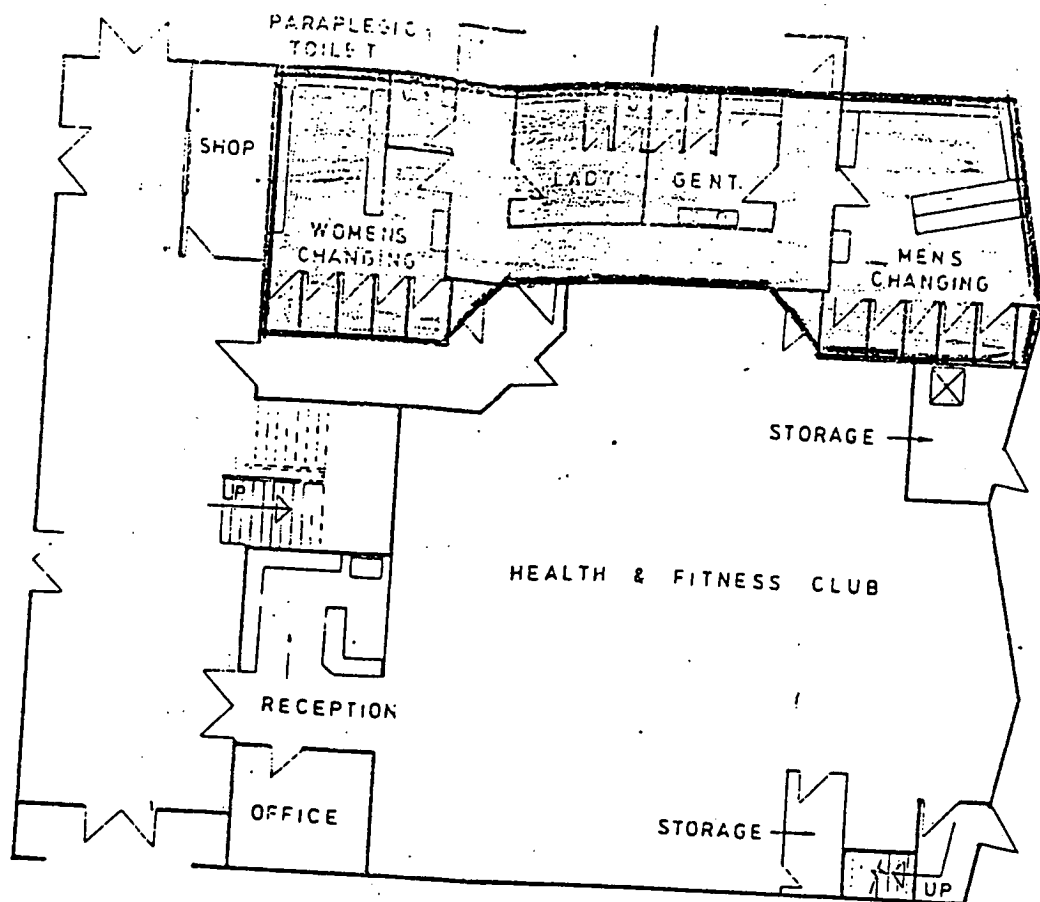
= 2.0329 ha

= 1.4381 ha

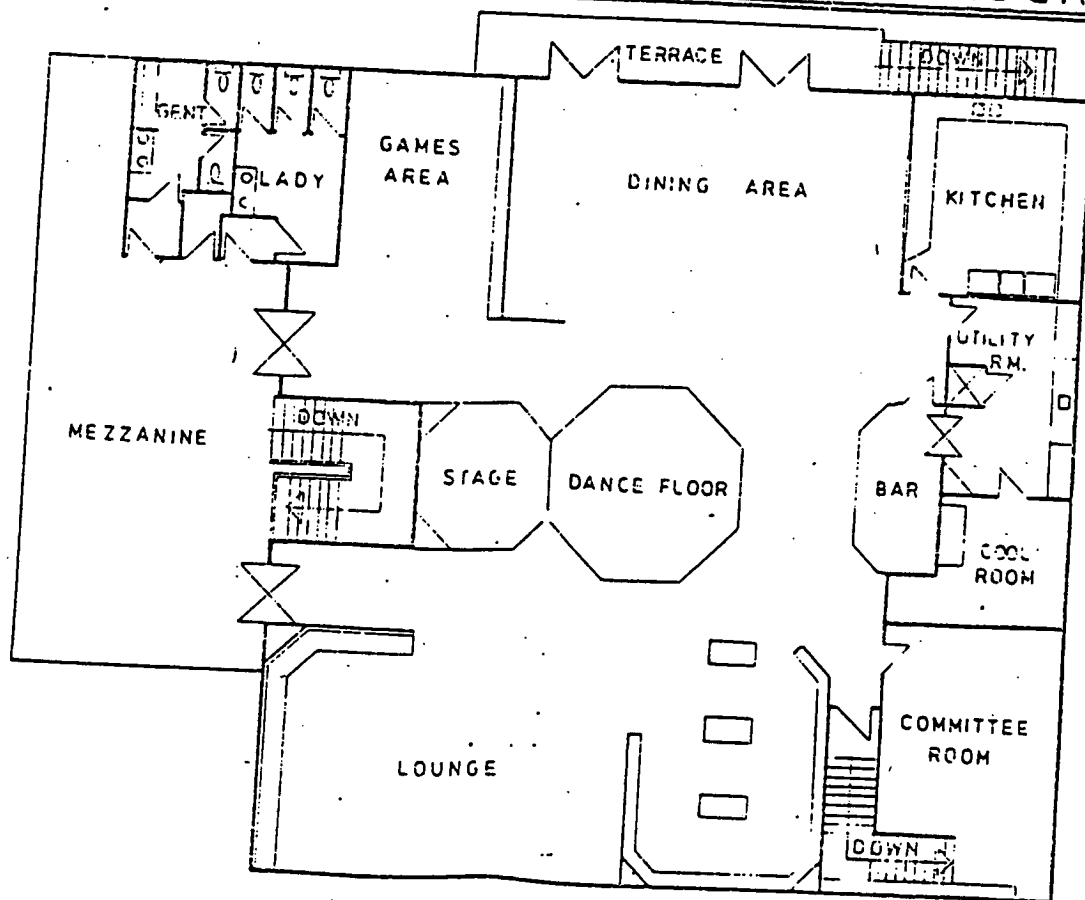
= 3.5666 ha

CENTRAL PARK LEASE PLAN

1 2000



GROUND FLOOR
PLAN SHOWING SPECIAL AMENITIES BLOCK



FIRST FLOOR
 WAITEMATA ATHLETIC CLUB

[Handwritten signature]

[Handwritten signature]

A LICENCE TO OCCUPY made this 30th day of June 1986

BETWEEN THE WAITEMATA CITY COUNCIL (hereinafter called "the Council") of the first part

A N D WAITEMATA AMATEUR ATHLETIC CLUB INCORPORATED .
(hereinafter called "the Club") of the second part

WHEREBY

In consideration of the licence fee of \$5.00 per annum payable annually in advance by the Club to the Council, the Council hereby confers upon the Club the right to occupy from time to time for the purposes of Athletic training and competition in accordance with I.A.A.F. regulations from time to time upon the terms hereinafter set out the Reserve and Recreation Ground owned by the Council at Central Park Drive, known as Waitemata Stadium (more particularly described in the Schedule hereto and hereinafter referred to as "the Premises") upon and subject to the following conditions:-

- (1) Subject to clause (9) hereof this licence shall be for a term of twelve months commencing from the 1st day of July 1986 and shall terminate on the 30th day of June 1987 but shall be deemed to be renewed for a further term of twelve months and for similar terms of twelve months thereafter so long as the Club continues to remain the lessee of the Recreation Ground at Central Park Drive upon which the Club has at the date hereof erected its Clubhouse and athletic facilities and so long as the Club observes and performs all of its obligations contained herein PROVIDED HOWEVER that in any event this agreement shall finally terminate on the 31st day of August 2047.

- (2) In any summer season the Club shall have the right to occupy the premises on Tuesday and Thursday evenings from 4.00pm to 10.00pm and from 6.00am to midday on Sundays except in the case of Sundays when the Council has indicated to the Club in writing at least 21 days in advance that it requires the use of the premises at that time. In addition during any summer season the Club shall have the right to the exclusive use of the premises for its own special events on up to ten days provided;

 - (i) that the Council has been notified by the Club in writing in advance of such events no later than the 31st day of October in each year and
 - (ii) the Council has not prior to receipt of notification from the Club accepted a definite booking for the use of the premises for such a day.
- (3) Whenever the Club is entitled to make use of the premises in accordance with this licence it shall be entitled to the full and uninterrupted use of the toilet block and administration building and any other facilities which may be erected upon the premises which the Council agrees in writing are available for the Club's use and to make use of the sound system and lights. No charge shall be made by the Council to the Club for the use of existing facilities except for the use of the sound system and lights which shall be paid for by the Club in accordance with the current policy from time to time of the Council in respect of use of such facilities by all users of the premises.
- (4) The Council and the Club agree that throughout the term of this licence:-

 - (a) The Council shall supply to the Club equipment and paint sufficient to mark out the athletic track on the premises and the Club shall mark out such athletic track in accordance with I.A.A.F.

regulations and specifications. The location of all facilities required for I.A.A.F. competition shall be subject to the prior approval of the Council.

- (b) The Council shall arrange for regular mowing of the stadium and provided adequate notice is given to the Council it shall arrange for additional mowing for special events. The Council shall ensure that proper turf management and maintenance be adopted so as to provide an athletic track suitable for full use during the summer period.
- (c) The esplanade area adjoining the stadium forming part of the premises shall continue to be developed as a field events training area so that the main stadium shall be protected from such uses. The Club shall complete the erection of fitness trail stations on the esplanade area and the Council shall be responsible for maintenance of the trail and fitness stations once the stations are erected.
- (d) The Council shall not carry out any development or construction of the premises which would prejudice the laying out of an international dimensioned all-weather running surface as per I.A.A.F. regulations and specifications but the Council gives no undertaking to lay or to assist in the payment of any costs relating to the laying of such a running surface.
- (e) No lease of the premises or licence to occupy the premises shall be granted to any Athletic club other than the Club and the Club's prior written approval shall be obtained on each occasion by the Council prior to the premises being made available ^{in any calendar year} for use for any athletic fixture not organised by the Club.

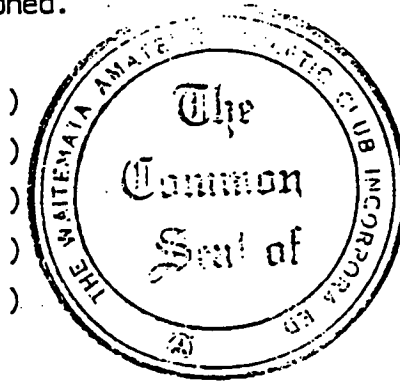
Handwritten signatures and initials, including a large stylized signature and several smaller initials, located at the bottom right of the page.

- (f) The Council undertakes not to grant a lease of the premises where such lease would have the effect of making the Club a sub-tenant of the lessee thereunder but nothing in this clause or this licence shall prevent the Council from granting any additional licences to occupy the premises during periods when the Club does not have priority of use so long as the terms of any such licences do not conflict with the express terms of this licence.
- (5) The Club with forthwith restore and make good any damage which may have been done to the premises or any part thereof during the occupation of the premises by the Club under this licence or with the rights powers and privileges hereby conferred or any of them.
- (6) The Club shall not do or cause or suffer or permit to be done on the premises anything which may prejudice the Council in its tenure or control of the premises or render the Council liable to any action claim demand or proceedings whatsoever and the Club will indemnify the Council against any loss or damage arising out of any such action claim demand or proceedings aforesaid.
- (7) The Council shall not be liable for any accident injury or damage suffered by or caused to any person or property arising out of or by reason of the use of the premises by the Club and the Club shall indemnify and keep the Council indemnified from and against all actions claims suits costs and demands arising out of the use of the premises by the Club its members invitees servants and workmen as aforesaid.
- (8) The Club shall take out and keep in full force and affect at all times during which the Club is in occupation of the premises pursuant to this licence a Public Liability Insurance Policy with an insurance company approved by the Council for a sum not less than \$500,000.00 or such other sum as shall be nominated from time to time by the Council.

- (9) Subject to Clause 10 hereof this licence shall be liable to forfeiture by the Council forthwith upon the failure of the Club to observe and perform any of the provisions contained herein.
- (10) In the event of any dispute arising between the Council and the Club touching or concerning this licence or the subject matter hereof where such dispute cannot be determined by agreement between the parties then such dispute shall be referred to Arbitration in accordance with the provisions of the Arbitration Act 1908 or any Statutory Enactment passed in substitution therefor or in amendment thereof.
- (11) In this Licence the term "summer season" means a period commencing on 1st of October and ending on 31st of March the following year (both dates inclusive).

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore mentioned.

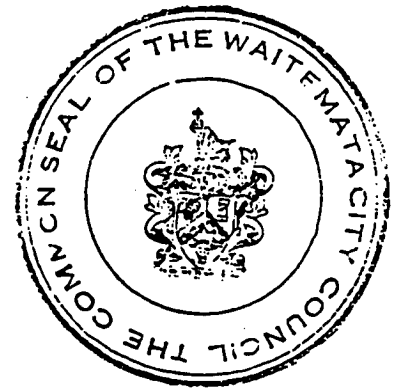
THE COMMON SEAL of
WAITEMATA AMATEUR ATHLETIC
CLUB INCORPORATED
was hereunto affixed in the
presence of:



[Signature]
[Signature]
[Signature]

President *Committee Member*
Manager/Secretary

THE COMMON SEAL of)
THE WAITEMATA CITY COUNCIL)
was hereunto affixed in the)
presence of:)



R. W. L. Jones

Mayor

W. R. L. Jones

Town Clerk

APPENDIX 4: WATER QUALITY TEST RESULTS

MEMORANDUM

MEMO TO: JAN MORRISON
LANDSCAPE PLANNER

FROM: ENVIRONMENTAL HEALTH MANAGER

SUBJECT: WATER QUALITY TESTING
CENTRAL PARK
HENDERSON CREEK

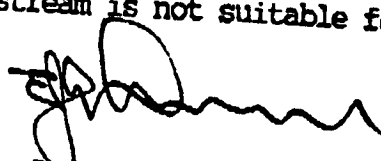
DATE: 17 JUNE 1992

I enclose herewith the results of analysis of 6 water samples taken from the Henderson Creek on the 11 May 1992 (2 samples) and 26 May 1992 (4 samples).

The two samples of 11 May 1992 were taken at high and low water respectively. On the 26 May 1992 one sample was taken at low water and three samples mid stream at high water (using a canoe). The sites are indicated on the attached map.

All samples fail to comply with water quality standards. The low water samples have a slightly higher number of faecal bacteria.

The stream is not suitable for bathing or recreational contact.


E.J.A. Donald
ENVIRONMENTAL HEALTH MANAGER

Location: CENTRAL PARK BRIDGE

(1)

(2) BATHING WATER SURVEY

(3)

Date	26/5/92	26/5/92	26/5/92	26/5/92	NEA
Time	8.15	2.05	2.10	2.15	
Wind Direction	N/W	N/W	N/W	N/W	
Beaufort/Weather No. Conditions	*B2/overcast	*B2/sunny	*B2/sunny	*B2/sunny	
Wind (off Shore) (on Shore)	on shore	on shore	on shore	on shore	
Rainfall (prev/24hrs) (previous 7 days)	2.0/16.9	2.0/16.9	2.0/16.9	2.0/16.9	
High Water	2.12	2.12	2.12	2.12	
Low Water	8.03	8.03	8.03	8.03	
Sample Time					
Water Height	low tide	high tide	high tide	high tide	
Wave Height	flat	flat	flat	flat	
No. of Bathers	nil	nil	nil	nil	
Appearance	turbid	turbid	turbid	turbid	
Colour/Odour	oil slick no odour	no discoloration no odour	no discoloration no odour	no discoloration no odour	
ph	8.0	8.0	8.0	8.0	
Temperature	15.0	13.7	13.7	13.7	
Faecal Coliforms (M.F.C./100ml)	2500/100	1620/100	1580/100	1910/100	
Total Enterococci (T.E./100ml)	510/100	420/100	430/100	360/100	
Comments	*RAIN 7.30 - 8.00	*RAIN 7.30-8.00			

[illegible]

