

# **ATTACHMENTS**

## **Ordinary Taupo Reserves and Roding Committee Meeting**

**9 June 2020**

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Ordinary Taupo Reserves and Roothing Committee Meeting Minutes

10 March 2020

**TAUPŌ DISTRICT COUNCIL  
MINUTES OF THE ORDINARY TAUPŌ RESERVES AND ROADING COMMITTEE MEETING  
HELD AT THE COUNCIL CHAMBER, 107 HEUHEU STREET, TAUPŌ  
ON TUESDAY, 10 MARCH 2020 AT 1.00PM**

**PRESENT:** Cr John Williamson (in the Chair), Cr John Boddy, Cr Kathy Guy, Cr Anna Park (until 2.02pm), Cr Kevin Taylor, Mayor David Trewavas, Cr Yvonne Westerman, Cr Kylie Leonard, Miss Janice Wall

**IN ATTENDANCE:** Chief Executive, Head of Operations, Head of Democracy, Governance & Venues, Infrastructure Manager, Asset Manager Transportation, Senior Engineering Officer, Senior Reserves Planner, Democratic Services Officer

**MEDIA AND PUBLIC:** Two members of the public

*Note:* Cr Anna Park left the meeting at 2.02pm. She was not present for resolutions TRARC202003/06-08.

**1 APOLOGIES**

**TRARC202003/01 RESOLUTION**

Moved: Mayor David Trewavas

Seconded: Cr Anna Park

That the apologies received from Cr Anna Park (for early departure) and Cr Christine Rankin (for absence) be accepted.

**CARRIED**

**2 CONFLICTS OF INTEREST**

Nil

**3 CONFIRMATION OF MINUTES**

Nil

**4 POLICY AND DECISION MAKING**

**4.1 ELECTION OF DEPUTY CHAIRPERSON**

**TRARC202003/02 RESOLUTION**

Moved: Cr Anna Park

Seconded: Cr Yvonne Westerman

That the Taupō Reserves & Roothing Committee confirms that System B be used to determine the election process for the Deputy Chairperson.

**CARRIED**

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**TRARC202003/03 RESOLUTION**

Moved: Cr John Williamson  
Seconded: Cr Kevin Taylor

That the Taupō Reserves & Roding Committee elects Cr John Boddy as the Deputy Chairperson of the Taupō Reserves & Roding Committee.

**CARRIED****4.2 LICENCE TO OCCUPY - ARCHERY AT WAIPAHIHI RESERVE**

Mr Wayne Wilson, Great Lake Archers addressed the Committee and tabled some supporting information (A2657152). Mr Wilson advised that:

- Great Lake Archers was a modern archery club and Mr Wilson a member of Archery New Zealand.
- The assertion in the officer's report that there was already an archery club in Taupō was disputed. The club referred to was a mediaeval reenactment group which practises archery. There was no formal training, no constitution and no affiliation to Archery New Zealand.
- Great Lake Archers used compound, modern bows and targets. Strict guidelines were followed and every shoot was controlled by a trained, certified archer. Members came from many different backgrounds.
- Owen Delany Park was not suitable for an archery club because at 91m it was not big or long enough. An archery range must be 100m or longer. The Waipahihi reserve was an ideal location for an archery club as it was over 200m long and therefore much safer.

In answer to questions, Mr Wilson advised that:

- The club was currently operating from Tauhara College. That arrangement was working, but the area was very open and a lot of people used it on the way to Crown Park. The range was 200m, marked out with flags and warning signs and monitored by the club captain when in use.
- Another reason Owen Delany Park was unsuitable for the Great Lake Archers was that it runs in an East-West orientation. World Archery and Archery New Zealand stipulate a North – South orientation, like the Waipahihi reserve.
- Great Lake Archers were proposing to operate for eight hours per week.

The Senior Reserves Planner advised that the Waipahihi reserve was not a suitable location for an archery range as it would not be safe for other users of the reserve, both current users and future users (it was noted that residential development was planned for the land next door to the reserve). In answer to a question, he agreed there could be other suitable options for the activity.

Members discussed the proposal and the following points were noted:

- The idea of the archery club operating in Taupō was supported.
- Other potential sites should be explored and brought back for consideration.
- A Committee site visit would be beneficial.

It was decided that the request should lie on the table until further investigations had been completed.

**TRARC202003/04 RESOLUTION**

Moved: Cr John Boddy  
Seconded: Mayor David Trewavas

That the request from Wayne Wilson for a licence to occupy to establish an archery range at Waipahihi Reserve or alternate location **lie on the table** and be brought back to a future meeting of the Taupō Reserves & Roding Committee.

**CARRIED**

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**4.3 TREE REMOVAL AT HIGHLAND DRIVE, TAUPŌ**

The Asset Manager Transportation summarised the report. In answer to questions she advised that the \$7,500 quoted in the report for removal of the trees was last year's cost estimate and therefore actual cost of removal was likely to be higher.

In answer to another question, the Head of Operations advised that the stumps would provide stability to the bank once the trees had been removed.

Members agreed to removal of the trees to address safety concerns.

**TRARC202003/05 RESOLUTION**

Moved: Cr Kevin Taylor

Seconded: Cr Anna Park

That the Taupō Reserves & Roding Committee approves the removal all of the trees (especially those which are prone to erosion and/or safety concerns) on Highland Drive, Taupō.

**CARRIED****4.4 VINE EATERY AND BAR - PROPOSED ROOFING SYSTEM INSTALLATION OVER OUTDOOR DINING AREA**

In answer to questions the Asset Manager Transportation advised that:

- The applicant had not provided a reason for the proposed design change.
- The proposed new roof would be fully glass.
- Ongoing maintenance and removal requirements would be included in the licence to occupy.

*Cr Anna Park left the meeting at this point (2.02pm).*

In answer to a question, the Chief Executive advised that future plans for Tūwharetoa Street (whether it should become an 'eat street') would not be clear until after the current hotel application had been decided and other discussions had been had.

The Asset Manager Transportation added that the owners of Osteria had approached Council requesting more parking spaces outside their restaurant and may also wish to establish an outdoor dining area. This request would be brought to the Committee in due course.

**TRARC202003/06 RESOLUTION**

Moved: Cr John Boddy

Seconded: Cr Kylie Leonard

That the Taupō Reserves & Roding Committee agrees to vary the Vine Eatery and Bar Limited's Licence to Occupy, to allow the roofing system proposed in the officers report to be installed adjacent to Vine Eatery and Bar and previous amendment to the licence to occupy be revoked.

**CARRIED**

*Note: Crs Kathy Guy and Yvonne Westerman requested their dissent to resolution TRARC202003/06 above be recorded.*

**4.5 LICENCE TO OCCUPY - TAUPŌ PAKEKE LIONS, PARKING AREA RIFLE RANGE ROAD**

The Infrastructure Manager introduced Mr Martin Rogers from the Taupō Pakeke Lions club.

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In answer to a question, the Infrastructure Manager advised that Council would have no involvement in transactions, the proposal was simply for Council to give the club the right to occupy and operate from the space. He added that the Committee did not have delegated authority to decide the matter, but could make a recommendation to Council to approve the trial.

**TRARC202003/07 RESOLUTION**

Moved: Cr John Williamson

Seconded: Cr Kathy Guy

That the Taupō Reserves & Roding Committee recommends to Council that it approves a six month trial Licence to Occupy to the Taupō Pakeke Lions for the purpose of holding a car sale on Council road reserve on Rifle Range Road adjacent to 72 Lake Terrace.

**CARRIED****4.6 TAUPŌ DISTRICT COUNCIL TRAFFIC CONTROL DEVICE UPDATES**

The Senior Engineering Officer summarised the proposed updates to the Traffic Control Device, noting that some changes had already been made and retrospective approval was sought.

Staff answered questions of clarification.

**TRARC202003/08 RESOLUTION**

Moved: Cr Kylie Leonard

Seconded: Cr Kevin Taylor

That, pursuant to the Taupō District Council Traffic Bylaw, Council imposes the following traffic controls and/or prohibitions on roads and/or public spaces in the Taupō District

Sign/Marking	Why	Where
1. Install new parking restriction P90 (90min) parking signs	To provide shorter term customer parking for local business.	10 car parks on Titiraupenga Street near Heuheu Street (outside 101 Heuheu Street). Attachment 1
2. Install Mobility park in place of two existing parks	To provide mobility parking opportunity for both Waipahihi School and kindergarten.	The angle parking on Fredrick Street. The parks closet to the Kea Crossing (Manned School Crossing) Attachment 2
3. Install 1 additional mobility parking in the place of 2 existing parking spaces, ensuring there is sufficient width on both sides of the mobility park.	To provide an additional mobility park. Currently there is only 1 mobility parking space at the end of the parking lot.	Parking lot on Lake Terrace opposite the Northcroft reserve and mini golf as depicted in attached drawing. Attachment 3  The new Taupō market location is between Northcroft Street and Lake Terrace on the Council reserve.
4. No Stopping At All Times (NSAAT) lines to be installed	This is to provide clear intersection sight lines when exiting the Countdown Carpark	On the council road reserve off Tongariro Street outside the Countdown Carpark (Attachment 4)
5. NSAAT lines to be installed	To prevent dangerous parking where visibility for cars pulling back onto the road is poor.	Outside 890 Acacia Bay Road. Opposite new angle parking on Downers Point. attachment 5

**CARRIED**

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**5 CONFIDENTIAL BUSINESS**

Nil

**The meeting closed at 2.40pm.**

**The minutes of this meeting were confirmed at the ordinary Taupō Reserves and Roding Committee meeting held on 9 June 2020.**

.....  
**CHAIRPERSON**

**650 Lake Terrace****Tree Removal in TDC land request****Hard as Developments.****Background:**

Hard as Developments has entered into a Sale and Purchase agreement to purchase 650 Lake Terrace in order to build a Family Entertainment venue comprising of a Ten Pin Bowling Alley, Trampoline Park, Café , Restaurant and Mini Golf course along with other attractions.

Resource Consent was granted on 20<sup>th</sup> March 2020

As part of my Resource Consent application I requested to remove some unsightly and dangerous trees on the boundary of Lake Terrace. Some of these trees are within 650 Lake Terrace and others are in the TDC Road reserve.

As part of my conditions of RC I was told to seek separate approval to remove these trees. Approx. half of the mentioned trees are within 650 Lake terrace property so will be removed regardless, I am asking to remove the balance of approx.. 11 trees and scrub that sit on or outside my boundary

**Extract.**

*"6. Any removal, pruning or trimming of trees within the Lake Terrace Road reserve shall not be permitted unless the consent holder has first obtained approval from Taupo District Council Reserves and Roothing Committee."*

I am writing to seek that approval as outlined below:

- An independent assessment of this work was addressed by Boffa Miskell as part of the Landscape and Visual Assessment. Extract attached.
- A landscape plan to replace these trees with large specimen trees was completed by Kerry as per landscape plan attached
- Further plans of beautification and visual improvement can be seen in the attached proposed Central Plateau Mini Golf design for the area from which these trees will be removed.
- Some trees will need to be removed regardless in order for Unison to install power transformers in the road reserve for network upgrades.

**The Current Site:****Trees to Remove:**



**Boffa Miskell extract from Resource Consent application:**

The applicant is requesting approval to remove the trees (identified in **Figure 2 below**). This is sought as the trees are too big for the nature of the complex, will drop litter / branches onto the site and will become dangerous with root structures within the proposed mini golf area. It is understood separate consent will be sought for the removal of these trees.



Figure 1: View from Lake Terrace Road. Proposed vegetation to be removed.

**Assessment.**

"The removal of vegetation along Lake Terrace was addressed in the Landscape and Visual Effects Assessment dated 04/12/2019. It was assessed that during construction the removal of these trees will change the composition of the boundary observed in the localised area. In that it will open up views into the site from the west and increase the potential to see additional parts of the development"..... "an additional planting of 16 specimen trees will be undertaken throughout the site predominately on Lake Terrace boundary. Once established it is considered that this planting will provide a consistent and high amenity edge treatment to the development. Planting will assist with screening / reducing the visibility of parts of the development such as the service lane but also open up and enhance the entranceway. Long term the proposed replacement planting is considered to provide a much more desirable public amenity and amenity for users of the space".

Yours sincerely

**BOFFA MISKELL LTD**



Julia Wick

Senior Professional / Landscape Architect

Attachments: Landscape Planting Plan / Landscape Concept. Dated 14/01/2020



Additional landscaping and beautification will be happening within the site bordering the Lake Terrace boundary.

**An amazing Central Plateau themed mini-golf course set in 3000m<sup>2</sup> of landscaped grounds will border the Lake Terrace boundary to further enhance the visual environment**

Each hole will showcase the natural geography of the central plateau with theme plantings and landscaping to suit. For example, the 'mountain area' will have scoria and tussock grasses, the 'town centre' area will have flowering cherries etc.

The course will incorporate 2m high mountains in the south, looking over Great Lake Taupō and surrounding Kaimanawa Forest and Western Bay farmlands. As well as flowing waters of the Waikato over a replica Huka Falls and Wairakei Tourist park.





18 Hole Central Plateau mini Golf



Unison Transformer location



Please can you confirm your approval to remove the trees based on the following:

Removal of these trees will take place by a competent contractor in once the purchase of the land has been complete estimated in May 2020. The trees will be dropped into the 650 Lake Terrace site and cut up for firewood.

Regards

Jamie Keehan

Hard as Developments

0212 411 356

**MEMORANDUM OF LEASE**

The Proprietors of Rangatira Point Block, a body incorporated under Part IV of the Maori Affairs Amendment Act 1967 and now under Part XIII of Te Ture Whenua Maori Act 1993 (hereinafter called "the lessor") being registered as the proprietor of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, in all that piece of land situated in the Taupo District, containing 18.5700 hectares more or less being part of the Rangatira Point Block and being part of the land comprised and described in Certificate of Title, Volume 29C, folio 512 (South Auckland Registry) being the land defined in ML Plan 21392 and described in the plan attached hereto subject to the reservation of a public right of way in K.24595 (hereinafter called "the demised land")

**DOTH HEREBY LEASE to HER MAJESTY THE QUEEN** acting by and through the Minister of Conservation subject to section 12(1)(a) of the Reserves Act 1977 (hereinafter called "the lessee") as a tenant for the term of 5 years from the 1<sup>st</sup> day of February 2015 (the Commencement Date) for the purposes of a Local Purpose Public Access Reserve at the yearly rental of \$63,000.00 for each year of the said term plus goods and services tax thereon subject to the following covenants conditions and restrictions:

1. The lessee will from the Commencement Date of lease pay the rent set out above until the rent is varied on any relevant Rent Review Date (to be calculated as set out in clause 19 below) at which time the lessee will pay rent at the varied rate plus goods and services tax and will as and when the same shall become due and payable duly and punctually pay and discharge a calculated proportion (based on the percentage of the demised land in relation to the whole of the lessor's land contained in Certificate of Title, Volume 29C, folio 512) of all rates, taxes, charges and assessments during the said term as may be rated, tax levied, charged and assessed or made payable in respect of the demised land.
2. The lessee will not assign, sublet or part with possession of the demised land or any part thereof for the whole or any part of the said term.
3. The lessee shall consult with the lessor in the preparation of management plans or any amendments thereof for the demised land.
4. The Lessor shall not erect any buildings on the demised land other than buildings essential to the proper management of demised land and it is agreed that any building providing accommodation shall in this lease be deemed not essential for the proper management of the land.
5. The lessee will at all times during the said term repair and keep and maintain in good and substantial repair all buildings and other erections, fences, gates, culverts, dams, drains, crossings, pathways, cycle ways, fixtures now or hereafter standing on the demised land..
6. That the lessee will at her own cost and expense keep the demised land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
7. The parties shall each pay their own solicitors' costs on preparing and finalising this lease or any renewal or variation of this lease.
8. The lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this lease or any renewal or variation of this lease.
9. The lessee shall pay for all costs, charges and expense for which the lessor shall become liable in consequence of or in connection with any breach of default by the lessee in the performance or observance of any of the terms, covenants and conditions of the lease.

DOCCM 2534095

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10. The lessee will to the best of its ability ensure that any identified Maori burial grounds are not disturbed.
11. The lessee will not call upon or compel the lessor to contribute to the cost of erecting or repairing or maintaining any boundary fence which may now or hereafter be erected between the demised land and any land adjacent thereto of which the lessor is at law or in equity the owner **PROVIDED ALWAYS** that this covenant shall not enure for the benefit of any purchaser or lessee from the lessor of such adjacent lands so as to deprive the lessee of any rights which the lessee would have (but for this covenant) against the occupier (other than the lessor) of any such adjacent land.
12. That in lighting fires upon the demised land the lessee will in all respects comply with the provisions of the Forest and Rural Fires Act 1977 and will use every care and precaution to prevent fires from spreading to adjoining properties.
13. That the lessor may at all reasonable times during the continuance of the said term enter upon the demised land either personally or by an agent, officer or servant for the purpose of viewing the state and condition thereof and of the buildings and erections thereon.
14. That if the lessee shall at any time make default in the observance or performance of any one or more of the obligations on the part of the lessee herein expressed or implied it shall be lawful for the lessor (without prejudice to any right of re-entry or other right) to observe or perform any such obligation on behalf of the lessee (and if necessary for so doing to enter upon the demised land) and all moneys paid and expenses incurred in so doing and also costs incurred by the lessors in connection therewith shall be forthwith repaid to the lessor by the lessee and shall be recoverable as if the same were rent hereby reserved and in arrears and it shall be lawful for the lessor or the agent, officer or servant of the lessor at all times for the purposes aforesaid and for the purpose of viewing the demised land to enter upon the demised land with such workmen and other persons as the lessor or the agent, officer or servant of the lessor shall think fit and to remain there for such time and in the circumstances shall be reasonable and proper.
15. That the covenants, powers and conditions implied in leases by the Property Law Act 2007 shall be implied herein except insofar as the same and hereby modified or negatived.
16. That on the determination (whether by breach, effluxion of time or howsoever) of this lease, no compensation shall be payable to the lessee by the lessor in respect of any improvements affected by the lessee upon the demised land during the said term **PROVIDED HOWEVER** that on such determination the lessee shall have the right to remove from the land at her own cost any buildings erected by her on the land during the said term.
17. All differences and disputes between the lessor and the lessee touching or concerning:
  - a) the subject matter of this lease
  - b) anything to be done, suffered or omitted in pursuance of it or
  - c) its construction or interpretation
  - d) the rental and/or CPI payable under this leaseshall be referred to mediation and the following provisions shall apply:

1. Such differences and/or disputes shall be defined by written notice from the party raising the issue to the other party and shall forthwith be discussed by the parties in good faith but on a without prejudice basis in an endeavour to resolve their differences amicably.
  2. If the discussions referred to above fail to resolve the relevant dispute or disputes, the parties shall submit the dispute or disputes for mediation by a single mediator to be agreed by the parties and, failing agreement, as appointed by the then President of the Waikato / Bay of Plenty District Law Society (or successor). The mediator will be deemed not to be acting as an expert or an arbitrator and will determine the procedure and timetable for mediation. The cost of mediation will be borne equally by the parties.
  3. The parties agree that neither party will institute Court proceedings to resolve any of the issues referred to in this clause until such time as those matters have been referred to mediation as provided in this clause and only in the event that mediation fails to achieve a resolution of the parties' dispute or disputes.
18. That any reference herein to any Act shall be deemed to include a reference to any other Act passed by way of amendment or in substitution thereof and shall also be deemed to include a reference to any regulations for the time being in force under any such Act.

#### 19. CPI Rent Review

19.1 The rental for the time being payable under this lease shall be determined annually commencing on the anniversary of the commencement of the lease for each subsequent year called the Rent Review Date in the following manner:

- (a) The lessor shall adjust the annual rent in line with the movement of the Consumer Price Index (All Groups) published by Statistics New Zealand or equivalent successor ("CPI") which for the avoidance of doubt may increase or decrease.
- (b) The new rental applicable from the Rent Review Date shall be calculated using the following formula:

$$A = B \times \frac{(C + D)}{100}$$

Where:

A= The reviewed rental

B= The Annual Rent payable immediately before the relevant Rent Review Date

C= CPI number for the quarter year ending immediately before the relevant Rent Review Date.

D= CPI number for the quarter year ended immediately before the preceding Rent Review Date.

- a) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, or a resettling of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- b) If the relevant CPI is not published at the relevant CPI rent review date, as soon as the CPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant CPI rent review date.



- c) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI rent review date.

The new rent determined pursuant to the above clause shall be payable from the relevant CPI rent review date once it is determined by the lessor giving notice under that sub clause. Pending determination of the new rent, the lessee will pay the rent that applies prior to the CPI rent review date. On determination of the new rent, the lessee will immediately pay any shortfall to the lessor.

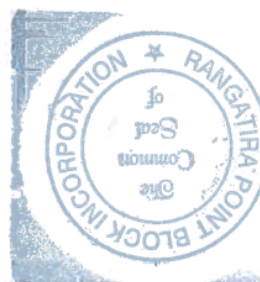
20 The lessee shall have the right of quiet enjoyment of the land.

I **Christeen Jane Mackenzie Deputy Director General Business Performance / Chief Financial Officer** HEREBY ACCEPT the lease of the above described land on behalf of the Minister of Conservation as tenant, and subject to the conditions, restrictions and covenants above set forth.

Dated this 3<sup>rd</sup> day of September 2015

The Common Seal of the Proprietors  
of Rangitira Point Block as Lessor was  
affixed in the presence of

*[Signature]*  
on behalf of  
M. Tannah  
Michael Tannah  
R. Ngamotu  
H. Henderson  
J. [Signature]  
Committee  
Management.



SIGNED by Christeen Jane Mackenzie  
Deputy Director General Business  
Performance/Chief Financial Officer pursuant to  
Written delegation dated 30 June 2015  
from the Director General of Conservation  
as Lessee in the presence of

*[Signature]*  
02/09/15

Joanne Humeaho  
Wellington.  
Personal Assistant.



25 October 2015

To the Trustees of Rangitira Point Block Inc  
C/- DPA  
77 Titiraupenga Street,  
Taupo 3330  
PO Box 926, Taupo 3351

To the Trustees and Owners of Rangitira Point Block Inc,

On behalf of the Department of Conservation I would like to sincerely thank the trustees and owners of Rangitira Point Block Inc for continuing the relationship with the Department in respect of the Rangitira Point walking track.

For the past 30 years, the local community and visitors to Taupo District have enjoyed this lake edge walking track because of the partnership between Rangitira Point Block Inc and the Department of Conservation. The new lease agreement will allow the public to use and enjoy this lake edge track for a further 5 years.

Due to a number of cost pressures, the Department of Conservation is having to continuously review and make hard decisions about where it focuses its efforts and invests for conservation and recreation outcomes. This is the why the new lease for the Rangitira Point walking track is for a much shorter period than previously.

While Rangitira Point track is well used and valued by the local community, the Department of Conservation considers the long term future of the walking track is a discussion between the owners of Rangitira Point, the community, and potential new partners. While the Department is unlikely to invest in the Rangitira Point after 5 years, we would like to support these discussions when the time comes.

Once again, a sincere thank you for continuing your relationship with the Department and allowing public access to a part of your special place.

Nāku noa, nā

Natasha Hayward  
Partnership Manager – Taupo King Country

**Department of Conservation Te Papa Atawhai**  
Taupo Office  
PO Box 528, Taupo 3351,  
[www.doc.govt.nz](http://www.doc.govt.nz)



Approved by the Registrar General of Land, Wellington. No. AO38501

NEW ZEALAND

## MEMORANDUM OF LEASE

THE PROPRIETORS OF RANGATIRA POINT BLOCK, a body incorporated under Part IV of the Maori Affairs Amendment Act 1967 (hereinafter called "the lessor") being registered as the proprietor of an estate in fee simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in all that piece of land situated in the Taupo County, containing 113.1600 hectares more or less being Rangatira Point Block and being all of the land comprised and described in Certificate of Title, Volume 29C, folio 512 (South Auckland Land District) subject to the reservation of a public right of way in K.24595 (hereinafter called "the land") DOTH HEREBY LEASE to THE MINISTER OF LANDS for and on behalf of HER MAJESTY THE QUEEN (hereinafter called "the lessee") as a scenic reserve under the Reserves Act 1977 as a tenant for the space of 30 years from the 1st day of October 1983 at the yearly rental of \$36,000 for each of the first five years of the said term and thereafter for each successive period of five years at a rent to be calculated at the beginning of each such five yearly period on the basis of 6% of the current market value of the land as at the first day of each such five yearly "period" as fixed by the lessee at the lessee's expense such value being fixed in a similar manner and using the same criteria used in the valuation obtained by the lessee and annexed hereto whereby the initial rental of \$36,000 per annum was arrived at PROVIDED ALWAYS that for the purposes of such calculation there shall be deducted from the said current market value the value of all improvements made on or to the said land during the term hereof by the Lessee and subsisting at the date of valuation PROVIDED FURTHER THAT if the lessor does not agree with any such valuation so fixed by the lessee it may instruct a registered valuer to fix a valuation with a view to a rental being agreed to between the parties and failing agreement the provisions of clause 16 herein shall apply PROVIDED FURTHER THAT the yearly rental for any five yearly period shall not be less than the yearly rental for the previous five years, subject to the following covenants conditions and restrictions -

1. THE lessee will during the term of this lease pay the rent hereinbefore provided on the 1st day of October in each year of the term of the lease and will as and when the same shall become due and payable duly and punctually pay and discharge all rates taxes charges and assessments during the said term as may be rated tax levied charged and assessed or made payable in respect of the land.
2. THE lessee will not assign sublet or part with possession of the land or any part thereof for the whole or any part of the said term.
3. THE lessee shall consult with the lessor in the preparation of management plans or any amendments thereof pursuant to the Reserves Act 1977.
4. THE lessor shall not erect any buildings on the said land other than buildings essential to the proper management of a scenic reserve AND it is agreed that any building providing accommodation shall in this lease be deemed not essential for the proper management of a scenic reserve.
5. THE lessee will at all times during the said term repair and keep and maintain in good and substantial repair all buildings and other erections, fences gates culverts dams drains crossings fixtures now or hereafter standing on the land.
6. THAT the lessee will at her own cost and expense do all things necessary to comply with the provisions of the Agricultural Pests Destruction Act 1967 and to keep the land free and clear of rabbits and other agricultural pests and introduced animals and will indemnify the lessor and keep it safe harmless and indemnified against all contributions costs charges and expenses which the lessor may be called upon or compelled to pay under the said Act.

## SCHEDULE B

7. THAT the lessee will pay all costs and expenses incurred in the negotiations for preparation perusal stamping and completion of these presents and of any duplicate copy hereof and all costs and expenses incurred by the lessor in relation to any notice or any proceeding under the provisions of the Property Law Act 1952 relating to forfeiture and relief against forfeiture (notwithstanding that, and whatever the means by which, such forfeiture may be avoided).
8. THE lessee will to the best of its ability ensure that any identified Maori burial grounds are not disturbed and the provisions of section 19(2)(d) of the Reserves Act 1977 shall apply.
9. THAT the lessee will keep any native bush growing upon the land in good order and condition and will not without the prior written consent of the lessor cut down damage or destroy or permit to be cut down damaged or destroyed any of the said native bush and will use all proper and reasonable means to preserve and enhance the same (including planting) and will not remove nor permit to be removed from the land any timber.
10. THE lessee will not call upon or compel the lessor to contribute to the cost of erecting repairing or maintaining any boundary fence which may now or hereafter be erected between the land any land adjacent thereto of which the lessor is at law or in equity the owner PROVIDED ALWAYS that this covenant shall not enure for the benefit of any purchaser or lessee from the lessor of such adjacent lands so as to deprive the lessee of any rights which the lessee would have (but for this covenant) against the occupier (other than the lessor) of any such adjacent land.
11. THAT in lighting fires upon the land the lessee will in all respects comply with the provisions of the Forest and Rural Fires Act 1977 and will use every care and precaution to prevent fires from spreading to adjoining properties and will indemnify the lessor and keep it safe harmless and indemnified against all claims for damages caused by any fire lit by the lessee or the agents servants invitees and licensees of the lessee and so spreading aforesaid and against all contributions costs charges and expenses which the lessor may be compelled to pay pursuant to the provisions of the said Act or otherwise howsoever.
12. THAT the lessor may at all reasonable times during the continuance of the said term enter upon the land either personally or by an agent officer or servant for the purpose of viewing the state and condition thereof and of the buildings and erections thereon.
13. THAT if the lessee shall at any time make default in the observance or performance of any one or more of the obligations on the part of the lessee herein expressed or implied it shall be lawful for the lessor (without prejudice to any right of re-entry or other right) to observe or perform any such obligation on behalf of the lessee (and if necessary for so doing to enter upon the land) and all moneys paid and expenses incurred in so doing and also costs incurred by the lessors in connection therewith shall be forthwith repaid to the lessor by the lessee together with interest thereon at the rate of ten dollars per centum per annum and shall be recoverable as if the same were rent hereby reserved and in arrears and it shall be lawful for the lessor or the agent officer or servant of the lessor at all times for the purposes aforesaid and for the purpose of viewing the land to enter upon the land with such workmen and other persons as the lessor or the agent officer or servant of the lessor shall think fit and to remain there for such time as in the circumstances shall be reasonable and proper.
14. THAT the covenants powers and conditions implied in leases by the Property Law Act 1952 shall be implied herein except insofar as the same are hereby modified or negatived.

14.7 on the determination (whether by breach effluxion of time or howsoever) of this lease no compensation shall be payable to the lessee by the lessor in respect of any improvements affected by the lessee upon the land during the said term. PROVIDED HOWEVER that on such determination the lessee shall have the right to remove from the land at her own cost any buildings erected by her on the land during the said term.

16. ALL differences and disputes between the lessor and lessee touching or concerning:
- (a) the subject matter of this lease
  - (b) anything to be done suffered or omitted in pursuance of it or
  - (c) its construction or interpretation
  - (d) the rental payable under this lease (other than for the first five years of the term)
- shall be referred to arbitration in accordance with the Arbitration Act 1908. ✓
17. THAT any reference herein to any Act shall be deemed to include a reference to any other Act passed by way of amendment or in substitution therefore and shall also be deemed to include a reference to any Regulations for the time being in force under any such Act.
18. THE lessee shall bear all costs relating to the five yearly reviews of rental provided for in this lease PROVIDED HOWEVER that the lessor shall bear all costs of obtaining its own valuation for the purposes of negotiation of such reviews of rental.
19. THE lessee shall have the right of quiet enjoyment of the land and shall control and manage the land as a scenic reserve in accordance with the provisions of the Reserves Act 1977.

I COLIN STEWART CHRISTIE Commissioner of Crown Lands for the South Auckland Land District HEREBY ACCEPT the lease of the above described land on behalf of the Minister of Lands to be held by HER MAJESTY THE QUEEN as tenant, and subject to the conditions, restrictions and covenants above set forth.

DATED this 1st day of October 1983

( Common Seal of THE PROPRIETORS )  
 RANGATIRA POINT BLOCK as lessor )  
 was affixed in the presence of )

*St. Chase*  
*P. D. Seton* Chairman  
*L. H. Walker* Secretary  
*M. J. Lough* Committee Member



SIGNED by COLIN STEWART CHRISTIE )  
 Commissioner of Crown Lands for the )  
 South Auckland Land District for )  
 and on behalf of the Minister of )  
 of Lands in the presence of )

*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*

CRITERIA AS USED IN THE VALUATION

referred to in the within lease

Area valued as a block as follows:

19.9 hectares, between road and lake	
site: \$60,000 plus \$15,000 per hectare	\$ 358,500
14.6 hectares, between road and escarpment	
site: \$40,000 plus \$10,000 per hectare	186,000
12.0 hectares, escarpment	2,000
13.5 hectares, Waikato Valley Authority	
retirement proposal	500
53.0 hectares, terrace top, \$1,000 per hectare	53,000
<hr/>	
113 hectares	\$ 600,000
<hr/>	

GROUND COVER/VEGETATION (at commencement of lease)

Between the road and the lake, cover is second growth bush. Inland from the road approximately half the area is in broom - regrowth following a fire. The balance of the area is in second growth bush.

A H MATTHEWS Dip.Ag., VPR.RV  
Senior Field Officer  
Department of Lands & Survey  
ROTORUA



Correct for the purposes of the Land Transfer Act

Solicitor for the Lessee

**MEMORANDUM OF LEASE**

Particulars entered in the Register at the date and at the time recorded below.

*Assistant Land Registrar  
of the District of South Auckland*

HINGSTON & CHADWICK  
SOLICITORS  
ROTORUA, N.Z.



THE CAXTON PRESS, CHRISTCHURCH

District Land Registry  
Hamilton N.Z.  
29/6/12  
CET 14 11 31 AM '03

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Vol. 32 No 55  
fer No.  
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Land and Deeds 73

No. 29C, 512

# CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

Certificate dated the 21st day of April one thousand nine hundred and eighty three  
the seal of the District Land Registrar of the Land Registration District of SOUTH AUCKLAND being a Certificate in lieu  
ant, WITNESSETH that THE PROPRIETORS OF RANGATIRA POINT BLOCK

sed of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by  
rials underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon,  
e several admeasurements a little more or less, which said land was originally acquired by TIMI POPOKI m. a. and 158  
:re

on the 24th day of September one thousand <sup>eight</sup> hundred and eighty seven  
r The Native Land Amendment Act 1885  
s to say: All that parcel of land containing 113.1600 HECTARES more or less being Rangatira Point Block



*Mbamea*  
ASSISTANT LAND REGISTRAR

36 Mortgage (see Certificate Adams  
duced 20.7.1909 at 30 s/c

71380

Subject to the reservation of a  
lic right of way over a strip of land  
and the margin of Lake Taupo  
Section 11 Maori Purposes Act 1974

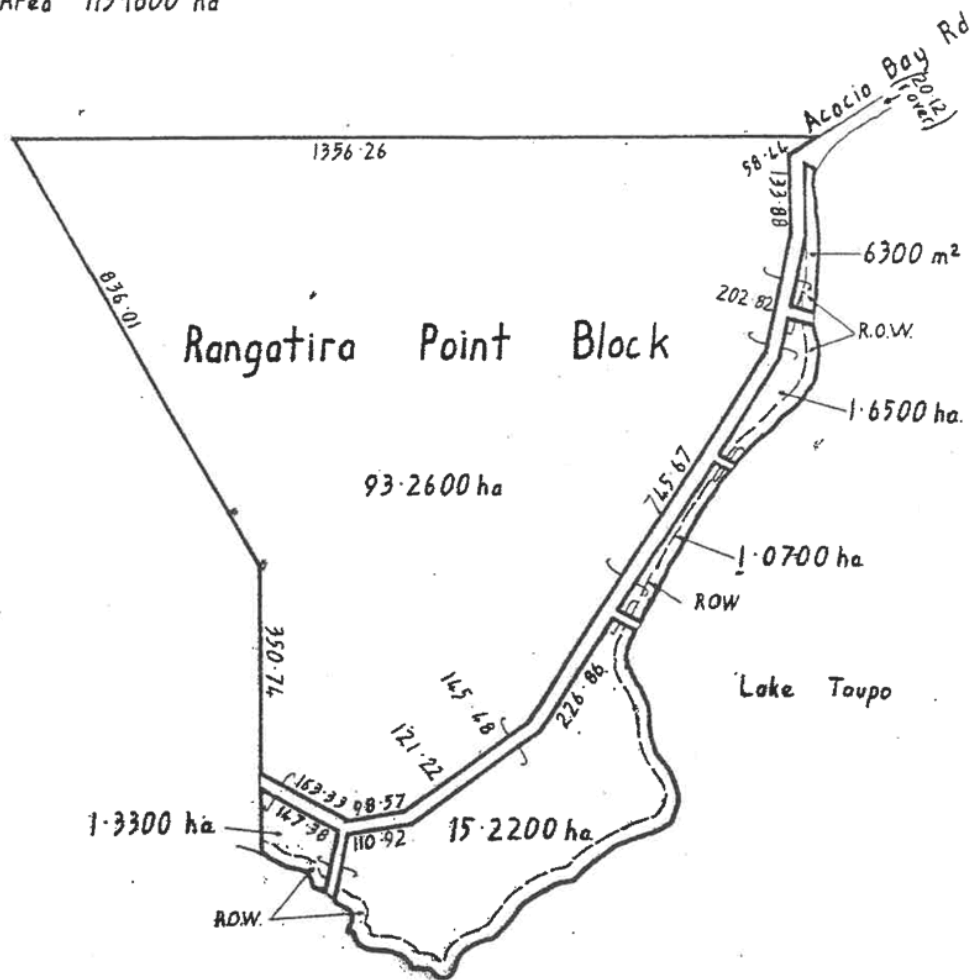
*Mbamea*  
A.L.R.

91887 Lease to Her Majesty the Queen  
the space of 30 years from 1.10.1983  
being covenant) produced 14.10.1983 at  
31 s/c

*Adams*  
for A.L.R.

# Blk. V Tauhara S.D.

Total Area 113.1600 ha



DH

HQ ~~7/6/77~~ RES 5/1/14/9  
DO 13/204/37

Minister of Lands

**APPROVAL TO LEASE LAND FOR RESERVE AND APPLICATION  
FOR FINANCIAL AUTHORITY**

**PROPOSAL**

To lease 113.16 hectares of Maori land as a reserve for a term of 30 years and to pay a commercial rental subject to 5 yearly reviews of rental.

**LAND**

Rangatira Point Block, Lake Taupo.

**BACKGROUND**

As early as 1967 proposals were being considered by various organisations for the utilisation of this and the adjoining Maori owned block. A meeting of the Taupo Basin Co-ordinating Committee Working Committee on 7 February 1969 identified the land as a reserve requirement.

Essentially since that time the Department has been endeavouring to achieve protection of this land although negotiations did not begin in earnest until 1974. In 1974 a Royal Commission was appointed to Inquire into and report upon the Future use of this and the adjoining block. The then Assistant Director-General (N S Coad) gave evidence to the Commission and stressed the desirability of acquiring at least the designated (for reserve) portions of the Rangatira Point Block.

The eventual findings of the Commission in regard to the reserve needs were emphatic that the owners should not be expected to unreasonably bear the cost of providing reserves for the nation. In fact it was questioned whether the "willing seller and willing buyer" basis of settlement would be proper compensation in view of the national (and local) importance of the area, "of which importance there was abundant evidence before the Commission." (sic)

Initially the method of acquisition favoured by the Department was an exchange of land using the Taupo peri-urban Crown land. The negotiations were on the basis of acquiring only those parts of the block which had been designated. A valuation of these areas was obtained in 1981 and totalled \$218,000. An exchange was proposed to the owners who to quote the notes taken at the time "scoffed at the figure and mention was made that \$4 million was nearer worth. Mention was made that Arab country connections would readily pay this."

As this attitude represented a complete stalemate nothing further occurred until the owners asked for a meeting in early 1982. This was the first occasion on which the question of leasing arose. Investigation then began into the possibilities of this option. In the meantime, the owners sought an uplifting of the reserve designation to enable conversion of the bulk of the block to pines.

In a compromise decision the Taupo County Council agreed that parts of the block could be planted (including some areas of designated land) but that the designation for reserve would not be uplifted. In effect the decision allowed a "specified departure" from the designation.

By this decision the owners have the right to commercially develop a significant part of the block and consequently the ability to lease such for commercial use and rental.

#### GENERAL SITUATION

Faced with the situation of approved commercial development the Department obtained valuations of (a) the whole block, and (b) specified parts.

On the basis of the valuations a conditional offer was made to the trustee for the owners. One option in this offer has been accepted in principle the trustees and will be recommended to the assembled owners on 28 May

#### DETAILS OF OFFER

Valuations by Senior Field Officer Matthews were obtained. The owner agreed to the Department using its own valuers in the interests of saving. Recent experience in using Valuation Department for such work shown unreasonable delays - 18 months in one case.

The values received were as at 4 February 1983:

		CV
113 ha (as a block)		\$600,000
113 ha (subdivided into 2/20 ha and 1/73 ha units)		\$747,000
113 ha (subdivided into land sanctioned for planting and not so sanctioned - refer plan ex Taupo County)		
(not sanctioned)	Area 2	\$458,000
	Area 5	\$ 24,000
		\$482,000
sanctioned	Area 3	\$186
	Area 4	\$ 1'
(WVA retirement)	Area 6	\$
		\$
	Total Value	

The valuer, commenting on the leasing option, said "In the likely to get a response at 7.5% of CV".

The offer made to the owners was:

- 1 6% of the "as a block" value of \$600,000 = \$36,000 per annum.
- 2 6% of the per hectare "as a block" value (ie \$600,000 for 113 ha = \$5,310 p/ha) reduced to the non sanctioned planting areas 67.1 ha a CV of \$356,301 and rental of \$21,378 pa.

The lack of approvals to this offer was stressed and a preference stated for option 1. The preference was stated in the knowledge that the owners do not want to subdivide and thereby lose land along the lake edge as esplanade reserve.

As mentioned earlier the trustees have accepted option 1 in principle.

#### **RATIONALE BEHIND OFFER**

The owners do not wish to quit title by sale or exchange.

The exchange option would be difficult anyway because the Land Settlement Board does not wish to lose any further Taupo peri-urban land to reserve exchanges.

The owners suggested a lease for 10-20 years and have now tentatively agreed to a 30 year lease.

The owners will get a commercial rental from a forestry concern and rightly expect the Crown to at least match such potential return.

The Forest Service advised that in such forestry leases the least it pays is 6% of CV.

The values used in the offer are the lowest in the range provided.

A successful negotiation here could herald the ability to successfully complete the Taupo Reserves Scheme.

The offer was made in the knowledge that at least in theory the Department has the ability to generate equivalent income to pay such rentals by leasing Crown land blocks currently held for reserve exchange. This matter is the subject of a separate approach to the Director-General and the Land Settlement Board (your files 22/1840, 36/2535, 36/2732, SET 3R/2/16A, RES 3/8/1/1/4, 22/697, SET 3R/2/32).

#### **COMMISSIONER'S COMMENTS**

I reiterate the preceding section and add that to have reached this stage in the Rangatira Point negotiations is in itself a major breakthrough. Successful completion could point the way to completing the 20 year old Taupo Reserves Scheme.

Comments made recently in support of the Essential Work declaration stress the alternative methods of completing the scheme and this is the first step along that path.

I do not dispute this is an expensive deal but as I have recommended earlier it can be achieved without added Government financing. Also the owners get equivalent returns from forestry concerns and the reserve values will be unreasonably compromised if the Crown does not conclude the deals.

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Res  
AHL

I equally believe that if the Crown is going to keep faith with the various owners and the supporters of the reserves scheme it must be prepared to offer the market rate either in purchase, exchange or lease deals. As the first two options become increasingly less available the costs of leasing must be accepted.

#### APPLICATION FOR FINANCE

To conclude the current negotiations without unreasonable delay a financial authority to pay a rental payment during the 1983/84 financial year is sought. Provided the leasing proposition of Crown land blocks proceeds there would be no need for future calls on Vote funds.

#### FINANCIAL PROVISION

Provision for the payment of the first year's rental has been budgeted for in this year's Reserves Acquisition Vote (yet to be approved). Provision in subsequent years is dependent of the outcome of the leasing proposals already mentioned.

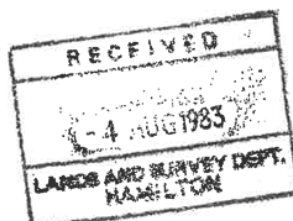
#### PLANS

Copy ML 21392, Taupo County Council Plan of planting proposals, locality plans.

#### RECOMMENDATION

That you approve:

- 1 Pursuant to Section 12, Reserves Act 1977 the leasing for scenic reserve of the Rangatira Point Block for a term of 30 years at an initial annual rental of \$36,000 subject to 5 yearly reviews of rental.
- 2 Financial authority of \$36,000 from the 1983/84 Reserves Trust Account.



Director-General  
83 1587

APPROVED

ON 1. 3. 83 BY  
MINISTER OF LANDS

H.O. Res 3/5/1/1/7 D.O. 13/204/37  
The Commissioner of Crown Lands

HAMILTON  
.....  
For your information and action MA 83/1587 \$36,000  
from the Reserves Trust Account. We would like to see the  
draft lease D.B. Dwyer  
before you sign For Director-General  
the final document. ... 3/1.8.../83...  
This should also ...  
be read for 3er

1.97  
✓  
19.9.83









