

13. SPREYDON DOMAIN – SPREYDON TENNIS CLUB – APPLICATION TO EXTEND LEASE AREA

The Board considered a report from staff seeking to:

- (a) Approve the application by the Spreydon Bowling Club to surrender part of its lease area, namely the former Number 2 Green.
- (b) Grant a new lease to the Spreydon Tennis Club which includes its current leased area and the former Number 2 Green, a total area of approximately 5325 square metres.

The Board **resolved**:

- (a) To approve with regret, the application from the Spreydon Bowling Club dated 27 January 2005, for the partial surrender of its lease being the area on which the No. 2 Green is located.
- (b) To approve the Spreydon Tennis Club's application to lease approximately 5325 square metres of Spreydon Domain, being all of Lot 7 DP 44573, a recreation reserve (page 3256 in the New Zealand Gazette 1997) of 644 square metres, contained in certificate of title 28F/75, and part of Reserve 3824 a recreation reserve (page 1429 in the New Zealand Gazette 1969) of 7.1325 hectares, contained in certificate of title 657/52 on SO plan 4936, both areas vested in the Council, pursuant to Section 54 (1) (c) of the Reserves Act 1977 for a period of up to 33 years, subject to the following conditions.
 - (i) Public notification and subsequent approval by the Minister of Conservation.
 - (ii) The Spreydon Tennis Club surrendering its present lease dated 10 March 1987 over its present site.
 - (iii) The lease period to be broken into three 11 year periods, with a right of renewal at the end of the first two periods, subject to the Spreydon Tennis Club still being a viable entity, and having a history of paying all dues owed by it to the Council, the Council being satisfied that the terms and conditions of the lease have been compiled with, and that there is sufficient need for the sports, games, or other recreational activity specified in the lease, and that in the public interest some other sport, game or recreational activity should not have priority.
 - (iv) All necessary resource and building consents being obtained by the Spreydon Tennis Club before it commences any construction of the new court facilities on the newly leased site.
 - (v) The lease terms and conditions being negotiated by the Corporate Support Manager in consultation with the Parks and Waterways Policy and Leasing Administrator.
 - (vi) The leased area being maintained in a safe and tidy condition at all times by the applicant, or principal contractor.
 - (vii) All costs associated with the preparation and issue of the lease, site development and subsequent maintenance of the facilities to be the responsibility of the Spreydon Tennis Club.
 - (viii) The Spreydon Tennis Club to liaise with the Greenspace Unit's representative (Greenspace Contract Manager, Sockburn Service Centre) to ascertain site requirements prior to the letting of any tenders for the construction of the new court facilities.
 - (ix) The applicant is to pay a \$2,000 bond to the Council (via the Greenspace Contract Manager, Sockburn Service Centre) before any construction work commences on the site. The bond less any expenses incurred by the Council will be refunded to the payee upon completion of the development to a standard acceptable to the Greenspace Manager.
 - (x) This approval to lapse if the club has not made substantial progress towards the completion of the development within two years of approval being granted.

- (xi) As part of the construction, a root barrier is to be installed along the southern boundary of the leased area to prevent tree roots growing under the new courts, at the Spreydon Tennis Club's expense.
- (xii) If at any time in the future, tree roots grow from the park into the court area and cause damage to the Club's infrastructure, it will be the responsibility of the Spreydon Tennis Club to undertake any necessary repairs at their cost.
- (xiii) All new fences built around the new courts are to be built of black plastic coated wire mesh, the posts to be powder coated black, to reduce their impact on the park environment.