

13. REDWOOD PARK – APPLICATION TO GRANT THE REDWOOD TENNIS CLUB A NEW LEASE

The Board's approval was sought of an application by the Redwood Tennis Club for the renewal of its lease.

The Board **resolved** that pursuant to section 54(1)(c) of the Reserves Act 1977 the Redwood Tennis Club be granted a further lease over its present leased area in Redwood Park containing an area of approximately 3520 square metres, described as part of Rural Section 41272 contained in Certificate of Title 244/204 vested in the Council as a classified recreation reserve, with the further lease being subject to the following conditions:

- (i) Public notification.
- (ii) The Redwood Tennis Club to surrender its present lease dated 26 June 1996 over its present site.
- (iii) The lease period being broken into three 11 year periods, with a right of renewal at the end of the first two periods, subject to the Redwood 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, 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) The lease terms and conditions being negotiated by the Corporate Services Manager in consultation with the Parks and Waterways Policy and Leasing Administrator.
- (v) The leased area to be maintained in a safe and tidy condition at all times by the applicant, or principal contractor.
- (vi) 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 Redwood Tennis Club.
- (vii) The Redwood Tennis Club to liaise with the Greenspace Unit's representative (Greenspace Contract Manager, based at the Fendalton Service Centre) to ascertain site requirements prior to the letting of any tenders for the construction of the new court facilities.
- (viii) The applicant making payment of a \$2,000 bond to the Council (via the Greenspace Contract Manager based at the Fendalton 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.
- (ix) If thought necessary, as part of the court upgrading work, a root barrier is to be installed along the treed lease boundary of the leased area to prevent tree roots growing under the upgraded courts, at the Redwood Tennis Club's expense.
- (x) 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 club to undertake any necessary repairs at their cost.