

the occupying parties to keep the said houses to at least their present standard of repair, order and condition, fair wear and tear, acts of God and inevitable accident alone excepted. The two occupying parties to have the right to remove such buildings should they so wish on vacating the land, save that the Council may require them to leave the Medical Superintendent's house in place.

- (iii) The Rotorua District Council recognises the right of the Waikato Hospital Board and the Health Department to use and maintain the thermal bores established on or adjacent to the area referred to in sub-paragraph (ii) above. The Council to be under no liability regarding maintenance, repairs or replacement.
- (iv) The Council further recognises the right of Waikato Hospital Board to draw water for therapeutic purposes from the spring known as "Priests Spring" situated outside the boundaries of the land occupied by the Hospital Board but within the Government Gardens, to service the Queen Elizabeth II Hospital complex. The Council to be under no liability regarding maintenance, repairs or replacement.
- (v) All parties accept that once the Health Department and the Waikato Hospital Board vacate the land the classification of the land shall be changed to "Recreation Reserve".

#### 7. PURPOSE:

The Rotorua District Council undertakes to administer the reserve in a manner compatible with the status, classification and designation of the land and in accordance with the provisions of the Reserves Act 1977.

#### 8. STAFF:

The Rotorua District Council may elect to continue to employ any staff members employed within the reserves by the Tourist and Publicity Department, from 1 April 1987 should any such staff member elect to transfer to the Rotorua District Council staff. Such employees who elect to transfer to the employ of the District Council shall be deemed to be so transferred from 1 April 1987.

#### 9. EFFECTIVE DATE:

The effective date of the formal transfer of the land shall be 1 June 1983, such date to be notified in the New Zealand Gazette facilitating the vesting in the Rotorua District Council in terms of the Reserves Act 1977.

#### 10. MAINTENANCE PROVISIONS:

Notwithstanding Clause 9 of this agreement the Minister of Tourism undertakes to continue to provide for the maintenance of that area of the Sanatorium Reserve known as the Government Gardens until and including 31 March 1987 provided that it is understood that

- (a) the standard of maintenance of the Gardens will be no less than it is at the time of the transfer and will be offset by the revenue received by the Council from rentals received from tenancies within the Gardens.  
(The Council shall be entitled to resume areas of the Gardens from time to time for leasing or for its own purposes, the Crown's responsibilities for the maintenance of such areas to be at an end on and from the time of such resumption in each case).
- (b) without prejudice to the Crown's undertaking in paragraph (a) above, no funds will be spent or works carried out on equipment or buildings not fit to repair.
- (c) without prejudice to the Crown's undertaking in paragraph (a) above, no funds can be committed or time devoted to replacing equipment or buildings not fit to repair.
- (d) no maintenance will be carried out on Council or other group facilities, areas leased out to other groups or on the bowling greens not leased out.
- (e) there is no commitment on the part of the Crown to making funds available for redevelopment within the Gardens or demolition of unwanted structures.

#### 11. ARBITRATION:

All questions, doubts, differences or disputes whatsoever which may at any time arise up to 1 April 1987 between the parties hereto touching or concerning these presents or arising out of or in relation thereto shall be referred to a single arbitrator if the parties can agree upon one and if not then to the arbitration of two arbitrators one to be appointed by the Crown and the other to be appointed by the District Council or an umpire to be appointed by the arbitrators before entering upon the consideration of such differences or dispute and every such arbitration shall be subject to the provisions in that behalf contained in the Arbitration Act 1908 and shall be determined accordingly.

Signed for and on behalf of the parties to this Heads of Agreement

JONATHAN ELWORTHY, Minister of Lands.

Witness: N. W. RYAN, Private Secretary.

Address: 161 California Drive, Upper Hutt.

R. L. G. TALBOT, Minister of Tourism.

Witness: R. H. WOOD, Public Servant.

Address: 32 Holborn Drive, Stokes Valley.

J. E. KEANEY,

Mayor of Rotorua on behalf of the Rotorua District Council.

Witness: Hamuera T. MITCHELL, Elder, Ngati Whakaue.

Address: Ohinemutu, Rotorua.

#### SCHEDULE NO. 1

##### BUILDINGS

- Gardens and Implement Sheds  
(including Head Gardener's Office)
- 4 Staff Houses (1 in Government Gardens 3 in Te Ngae Road area)
- \*Croquet Pavilion
- \*Men's Bowling Pavilion
- \*Women's Bowling Pavilion
- †Gardener's shed
- Blue Baths Building
- \*Concrete Pump House
- Blue Baths Laundry
- Blue Baths Storeroom
- ‡Plumbers' Workshop
- ‡Carpenters' Workshop
- ‡Painters' Workshop
- ‡Storeroom
- Staff Room

\*Leased

†The Gardener's shed has been handed over for the use of the Rotorua Bowling Club (Inc.) which has been given the right to transfer the structure to a site near the Bowling Club Pavilion included in the club's lease, subject to the necessary council building and town planning clearances. (However, the Club has been informed that the Council is unlikely to agree to relocation of the existing building.)

‡All contained within one building structure.

#### SCHEDULE NO. 2

##### LEASES AND TENANCIES

1. ROTORUA AMATEUR ROLLER SKATING CLUB (INC)  
A site on which the Club has developed a roller skating rink and club amenities.
2. ROTORUA BOWLING CLUB (INC)  
Sports pavilion, Nos. 1 and 2 Bowling Greens, and a site for the erection (subject to normal Council building and town planning clearances) of an implement/soil shed, rented at \$200.00 per annum.
3. ROTORUA WOMEN'S BOWLING CLUB (INC.)  
Sports pavilion and No. 4 Bowling Green rented at \$100.00 per annum.
4. ROTORUA CROQUET CLUB  
Sports pavilion and croquet green by the Rotorua Croquet Club at \$20.00 per annum. 5 year lease from 1.10.80 with right of renewal. Rent<sup>1</sup> from 1 October 1982 to be \$100.00 per annum (but subject to the provisions of the Price Freeze Regulations due to continue until 29 February 1984).
5. SITE OF POLYNESIAN POOLS COMPLEX  
Two acres of land leased to Polynesian Pools Ltd. together with the laundry building, old vats, rights to take geothermal water and necessary easements to thermal bores, etc. Next rental review is due for the five year period beginning 1 July 1987. Rental reviews each 5 years. Lease is for 33 years with perpetual rights of renewal.
6. YOUNG WOMEN'S CHRISTIAN ASSOCIATION  
Lease of a site comprising 4057 sq m for the purpose of a hostel (Te Ngae Road area).
7. ROTORUA RUGBY SUB UNION  
A site comprising 21.454 ha for the purposes of rugby union playing fields and associated recreational facilities (Te Ngae Road area).

#### FOURTH SCHEDULE

##### MEMORANDUM OF VARIATION (OF HEADS OF AGREEMENT)

RE

##### TRANSFER OF PUBLIC RESERVE LAND IN ROTORUA DISTRICT, TO LOCAL AUTHORITY CONTROL

PARTIES

Minister of Tourism:  
Hon. R. L. G. Talbot.