

**NOTICE OF INTENTION TO TAKE LAND AND A LEASE –
177 TI RAKAU DRIVE, PAKURANGA, AUCKLAND**

1. Notice is hereby given that Auckland Council, under the provisions of section 23 of the Public Works Act 1981, proposes to take:
 - (a) the land described in the First Schedule ("**required land**") for roading purposes; and
 - (b) a leasehold estate ("**lease**") over land described in the Second Schedule ("**lease land**") for temporary occupation for road construction works on the terms and conditions contained in the Third Schedule.
2. The required land and the lease are required in connection with the Eastern Busway roading project ("**Project**").
3. The reasons why Auckland Council considers it reasonably necessary to take the required land and the lease are as follows:
 - (a) to construct, operate and maintain a safe and integrated multi-modal transport system between Pakuranga and Botany town centres that will support population and economic growth in south-east Auckland by providing improved and more climate-friendly alternative modes of transport; and
 - (b) to construct, operate and maintain a five kilometre two-lane busway; a new bridge for buses across Pakuranga Creek; a pedestrian and cycle path along the length of the busway; three intermediate bus stations, two major interchange bus stations; and necessary retaining and other ancillary structures.
4. The owner of the required land and the lease land have been served notice of Auckland Council's intention to take the required land and the lease and have been advised of their right to object.
5. Any other person having the right to object may send a written objection to the Registrar, Environment Court, Specialist Courts and Tribunals Centre, Level 2, 41 Federal Street, Auckland 1010. *Postal Address:* PO Box 7147, Wellesley Street, Auckland 1141, within twenty (20) working days after the date of publication of this notice.
6. If any objection is made in accordance with this notice, a public hearing will be held. The objector will have a right to appear and be heard personally unless the objector otherwise requires. Each objector will be informed of the time and place of the hearing.
7. Any person requiring further information in respect of this notice should contact Auckland Council's negotiating agent, Chantelle Steyl, Alliance Principal Property Specialist at Auckland Transport, 20 Viaduct Harbour Avenue, Auckland 1010, *Postal Address:* Private Bag 92250, Auckland 1142. *Telephone:* (09) 355 3553.

SCHEDULES – North Auckland Land District

First Schedule

Required Land 0.0043 hectares being Part of Lot 4 Deposited Plan 486844 (part Records of Title 695115, 695116 and 695117 (North Auckland Registry)) as shown marked Section 1 on Survey Office Plan 580675.

The required land is located at **177, 177A and 177B Ti Rakau Drive, Pakuranga, Auckland.**

Second Schedule

Lease Land 0.0071 hectares being Part of Lot 4 Deposited Plan 486844 (part Records of Title 695115, 695116 and 695117 (North Auckland Registry)) as shown marked Area 1A on Survey Office Plan 580675.

The lease land is located at **177, 177A and 177B Ti Rakau Drive, Pakuranga, Auckland.**

Third Schedule – Terms and Conditions for the Lease

Purpose for which leasehold estate is required

The lease is required to allow Auckland Council and its officers, invitees or agents, including Auckland Transport (“**the Council**”), to occupy the lease land during the construction of the Eastern Busway Project (“**the Project**”). The lease land will be occupied for construction activities, for access to construction sites and reinstatement works, and for such other purpose or purposes reasonably required for construction of the Project.

Terms of the leasehold estate

1. The Council must give the registered owners reasonable notice, being at least forty eight (48) hours, prior to first entry onto the lease land for occupation under the lease.
2. The lease shall commence on the 14th day after publication of a proclamation taking the lease in the New Zealand Gazette (“**the Commencement Date**”), and terminate on that date that is two (2) years from the Commencement Date (“**the Term**”).
3. During its occupation of the lease land, the Council will pay to the registered owners a current market rent, as determined by Gribble Churton Taylor Limited on 29 October 2021 of \$108.33 including GST, if any per month. Notwithstanding that the Term may have commenced, payment of the rent will commence on the date of first entry specified in the notice provided by the Council to the registered owners in accordance with clause 1. The rent will be payable in advance at intervals as determined by the Council acting reasonably having regard to the expected duration of the occupation and will cease to be payable on termination or expiry of the lease.
4. The Council may, on the giving of written notice to the registered owners, extend the Term for a further period of up to two (2) years, should the Project not be completed by the expiry of the original Term. Following notice being given to the

registered owners of any such extension, the rent payable for the extended term (payable on and from the first day of the extended term) shall be adjusted in accordance with the movement of the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency (CPI) and calculated in accordance with the following formula:

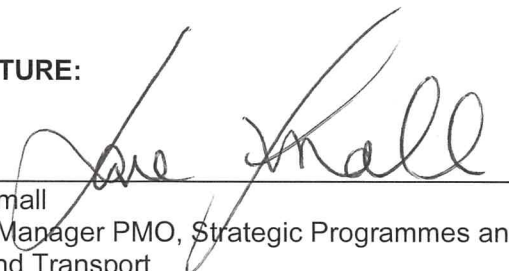
$$A = B \times ((C/D))$$

Where:

- A = new annual rental for the extended term;
 - B = annual rent payable for the previous 12 months;
 - C = CPI for the nearest quarter date preceding the first day of the extended term; and
 - D = CPI for the nearest quarter date preceding the Commencement Date.
5. Notwithstanding the Term created, the Council may terminate the lease at any time by giving the registered owners one month's notice in writing.
 6. The Council will have the exclusive right to occupy the lease land, including the right to enter and re-enter the lease land at all times, with or without such vehicles, machinery or materials for the purpose set out in this notice.
 7. The Council will take all reasonable steps to minimise damage to the lease land arising from the Council's occupation under the lease and/or the execution of construction of the Project. Where access to the balance of the registered owners' land is prevented, the Council will ensure that alternative practical access is provided to ensure continued access.
 8. At the expiration of the Term, or any extended period taken in accordance with the lease, the Council will, in a good and workmanlike manner, restore the surface of the lease land to a condition generally in keeping with the condition it was in prior to entry, so far as it is reasonable to do so.
 9. Clauses 4, 6, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 are excluded from the lease.

Dated at Auckland this *15th* day of *November* 2022

SIGNATURE:



Jane Small
Group Manager PMO, Strategic Programmes and Property
Auckland Transport
Acting under delegated authority for and on behalf of
James Martin Stabback
Chief Executive
Auckland Council

