

## OWNERS/OCCUPIERS – 'SCHEDULE 1'

### 357 Great North Road

SSD Trustee Company Limited  
DXCP39001  
Mt Roskill  
AUCKLAND

Henderson Jewellers  
15/357 Great North Road,  
Henderson  
WAITAKERE CITY

Card Garden  
2/357 Great North Road  
Henderson  
WAITAKERE CITY

The Potters House  
Christian Fellowship (Upstairs)  
16/357 Great North Road  
Henderson  
WAITAKERE CITY

Spine and Body  
Osteotherapy – Upstairs  
17/357 Great North Road  
Henderson  
WAITAKERE CITY

Café 357  
3/357 Great North Road  
Henderson  
WAITAKERE CITY

Mixed Clothing  
5/357 Great North Road  
Henderson  
WAITAKERE CITY

Wally Jelcich Hairdresser  
6/357 Great North Road  
Henderson  
WAITAKERE CITY

Tokyo Sushi  
7/357 Great North Road  
Henderson  
WAITAKERE CITY

Leisure Time – Secondhand Books  
8/357 Great North Road  
Henderson  
WAITAKERE CITY

Joa Casual  
9/357 Great North Road  
Henderson  
WAITAKERE CITY

Bethel Fabrics  
10/357 Great North Road  
Henderson  
WAITAKERE CITY

Katlin Korner  
11/357 Great North Road  
Henderson  
WAITAKERE CITY

Katlin Korner  
12/357 Great North Road  
Henderson  
WAITAKERE CITY

La Belle Marie Bridal Shop  
13/357 Great North Road  
Henderson  
WAITAKERE CITY

Golden Ivy Florist  
14/357 Great North Road  
Henderson  
WAITAKERE CITY

### 353 Great North Road

Auckland Savings Bank Limited  
The Property Manager  
PO Box 35  
Shortland Street  
AUCKLAND 1020

Lalit Kumar & Prem Wati Anand  
11 Medina Place  
Bucklands Beach  
AUCKLAND 1704

### 1/351 Great North Road

Rosanna Leman  
1/15 Adriatic Avenue  
Henderson  
WAITAKERE CITY

Shop 1 – Community Police  
1/351 Great North Road  
Henderson  
WAITAKERE CITY

Shop 2 – Kwong Sing  
2/351 Great North Road  
Henderson  
WAITAKERE CITY

Upstairs – Residential Flat/Offices  
5/351 Great North Road  
Henderson  
WAITAKERE CITY

Shop 3 – Fabrics  
3/351 Great North Road  
Henderson  
WAITAKERE CITY

Shop 4 - Takeaways  
4/351 Great North Road  
Henderson  
WAITAKERE CITY

**2-351/5-351/3-351/  
4/351 Great North Road**

Number Seven Limited  
PO Box 47236  
Ponsonby  
AUCKLAND 1034

### 349 Great North Road

Emile Joseph Francis  
12 Manhattan Heights  
Glendene  
WAITAKERE CITY

Reliance Drycleaners  
349 Great North Road  
Henderson  
WAITAKERE CITY

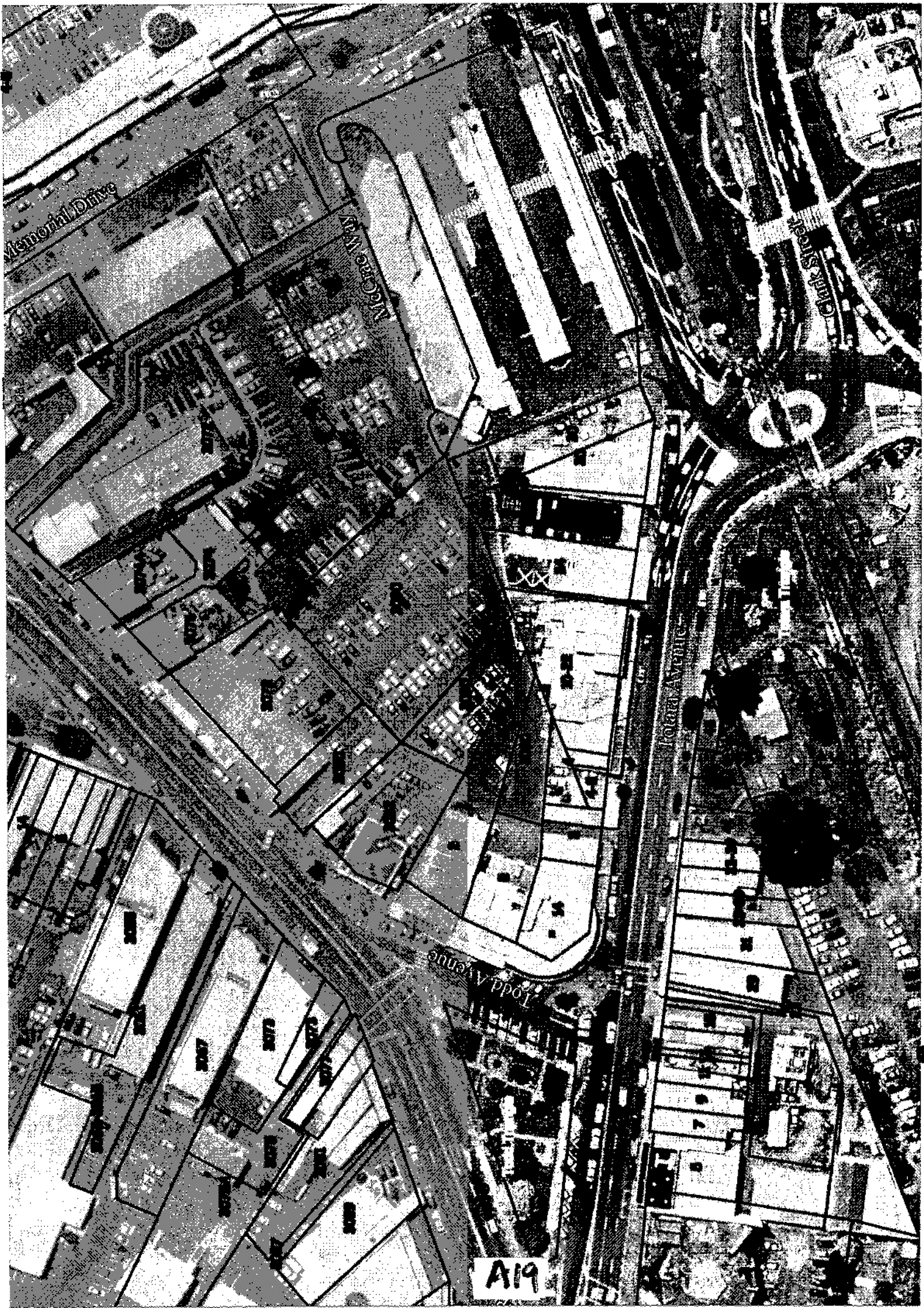
### 345 – 347 Great North Road

Forward Specialties (1988) Ltd  
92 Railside Avenue  
Henderson  
WAITAKERE CITY

4WD centre  
345-347 Railside Avenue  
Henderson  
WAITAKERE CITY

### 14 Trading Place

Forward Specialties (1988) Ltd  
92 Railside Avenue  
Henderson  
WAITAKERE CITY



Memorial Drive

McGraw Hill

Clark Street

Folger Avenue

Handwritten label: A19

Handwritten label: A19



**COMPUTER FREEHOLD REGISTER  
UNDER LAND TRANSFER ACT 1952**



**Historical Search Copy**

  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA137A/710  
**Land Registration District** North Auckland  
**Date Issued** 05 December 2001

**rior References**  
NA698/380

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**Estate** Fee Simple  
**Area** 151 square metres more or less  
**Legal Description** Lot 1 Deposited Plan 209062  
**Original Proprietors**  
Waitakere City Council

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**Interests**

Appurtenant hereto is a right of way specified in Easement Certificate D662854.7 - 5.12.2001 at 2.20 pm  
The easements specified in Easement Certificate D662854.7 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right to convey sanitary sewerage over part marked D on DP 209062 created by Transfer D662854.8 - 5.12.2001 at 2.20 pm  
The easements created by Transfer D662854.8 are subject to Section 243 (a) Resource Management Act 1991  
Subject to an electricity right (in gross) over part marked E on DP 209062 in favour of UnitedNetworks Limited created by Transfer D662854.10 - 5.12.2001 at 2.20 pm  
5201382.1 Transfer to Waitakere Properties Limited - 24.4.2002 at 2:50 pm

**A20**

Reference:  
Prior CT: 698/380  
Document No.: D662854.5



REGISTER

1369

137A/710

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT 1952

This Certificate dated the 5th day of December Two Thousand and One under the seal of the Registrar-General of Land, New Zealand, for the Land Registration District of NORTH AUCKLAND

WITNESSETH that WAITAKERE CITY COUNCIL

is seized of an estate in fee simple (subject to such reservations, restrictions, encumbrances and interests as are notified by memorial endorsed hereon) in the land hereinafter described, delineated on the plan hereon, by the several measurements a little more or less, that is to say: All that parcel of land containing 151 square metres, more or less being LOT 1 DEPOSITED PLAN 209062



of Land

Appurtenant hereto is a right of way easement specified in Easement Certificate D662854.7

The easements specified in Easement Certificate D662854.7 are subject to Section 243(a) Resource Management Act 1991

Subject to a right to convey sanitary sewerage over part marked D on DP209062 created by Transfer D662854.8

The easements created by Transfer D662854.8 are subject to Section 243(a) Resource Management Act 1991

Subject to an electricity easement in gross over part marked E on DP 209062 in favour of United Networks Limited created by Transfer D662854.10  
- all 5.12.2001 at 2.20

  
For RGL

137A/710

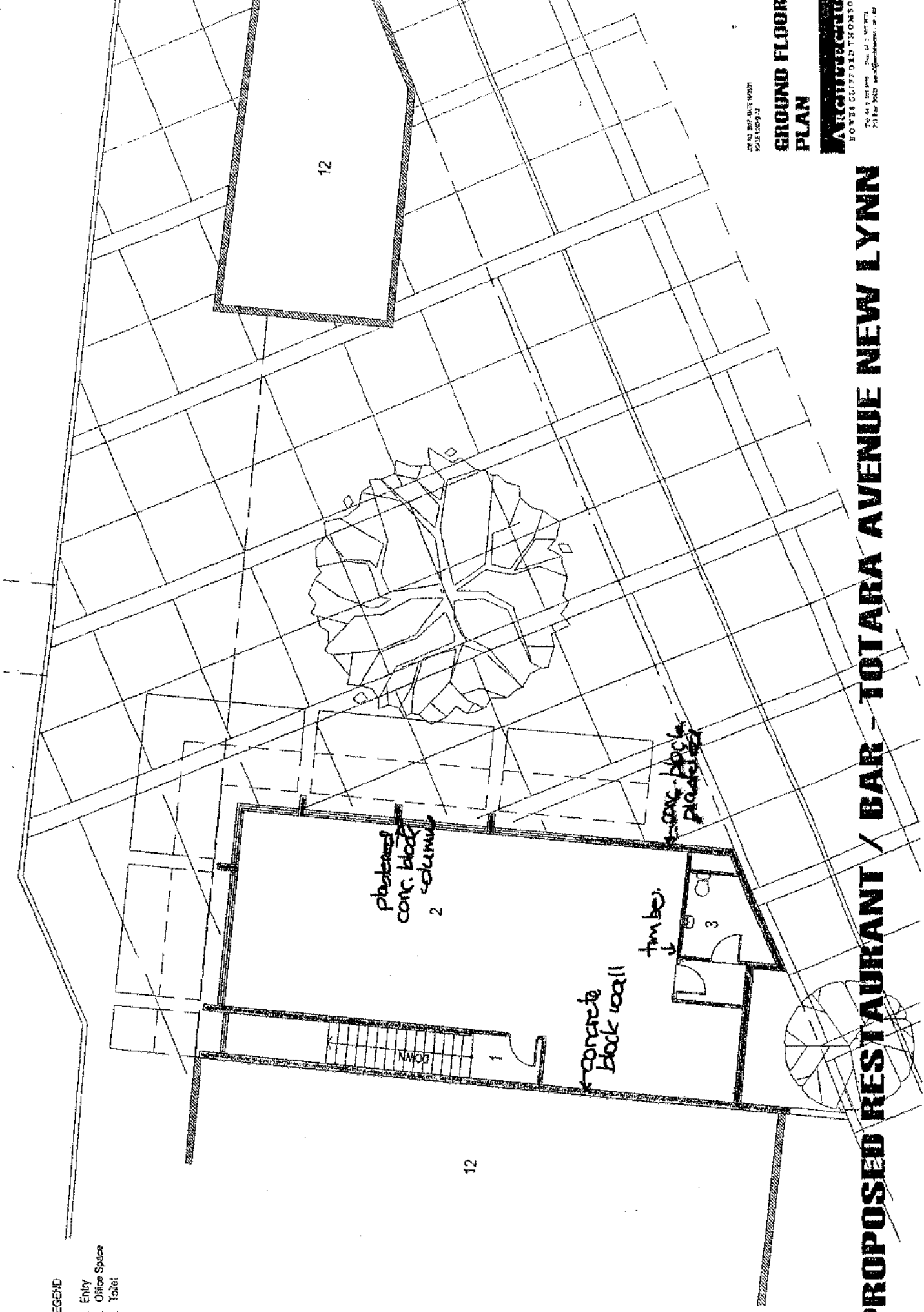
A21



20140 21st AVE NORTH  
PUEBLO CO, CO

# GROUND FLOOR PLAN

**ARCHITECTURE**  
HOWES CLIFFORD THOMAS  
751 S. 1st Ave. Suite 117, Pueblo, CO 81002  
719.584.8228



### LEGEND

- 1. Entry
- 2. Office Space
- 3. Toilet

12

12

plastered  
conc. block  
columns  
2

concrete  
block wall

timber

conc. block  
plasters

DOWN

3

# A23

# PROPOSED RESTAURANT / BAR - TOTARA AVENUE NEW LYNN

LEGEND

- 1. Entry
- 2. Stair to mezzanine
- 3. Dining
- 4. Bar / Cashier
- 5. Outdoor Dining
- 6. Disabled Toilet
- 7. Kitchen
- 8. Cooler
- 9. Relocated substation
- 10. Service Entrance
- 11. Rubbish Bay
- 12. Existing Building

A24

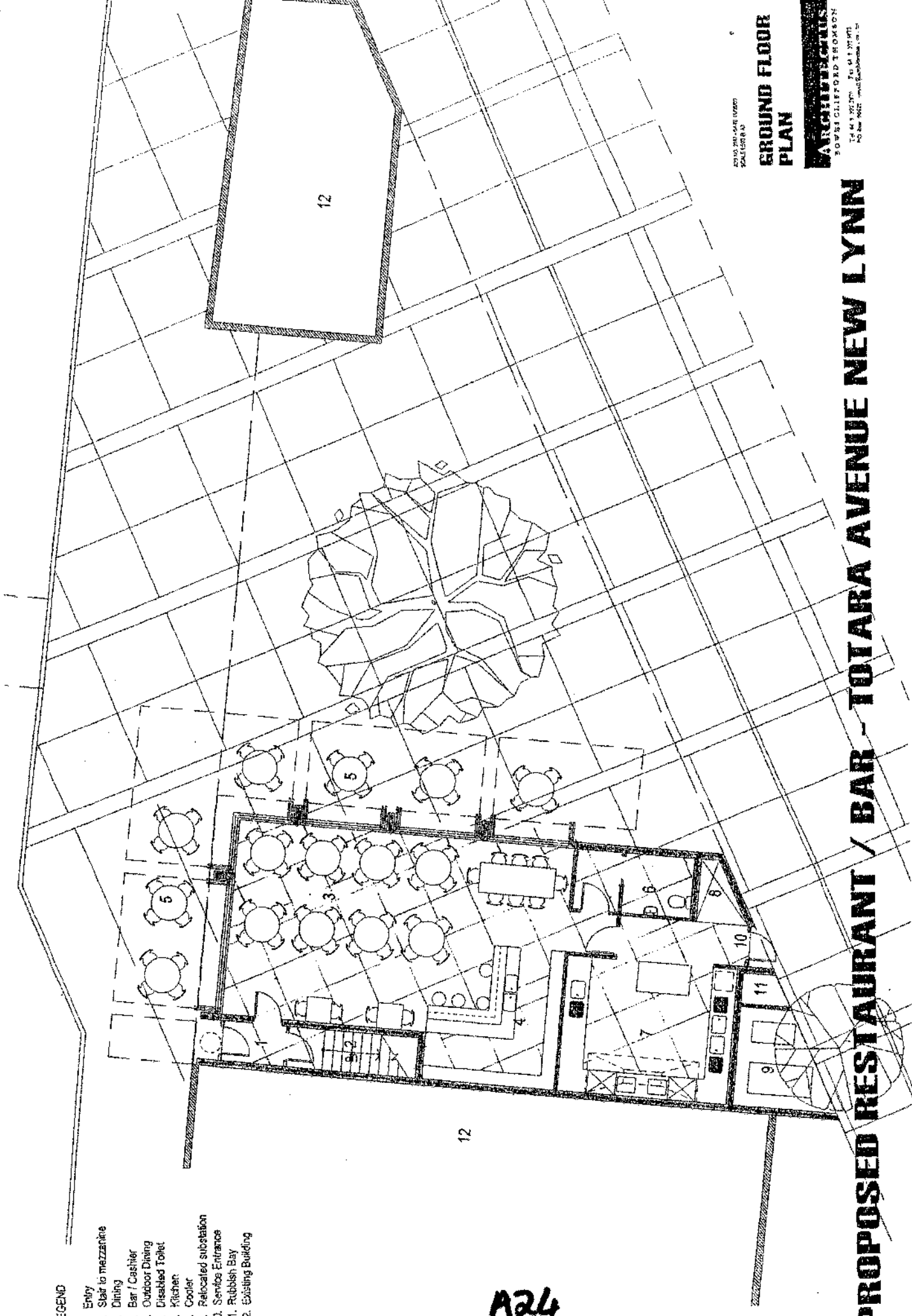
APR 2010 - JUNE 2007  
SCALE 1:1000 A

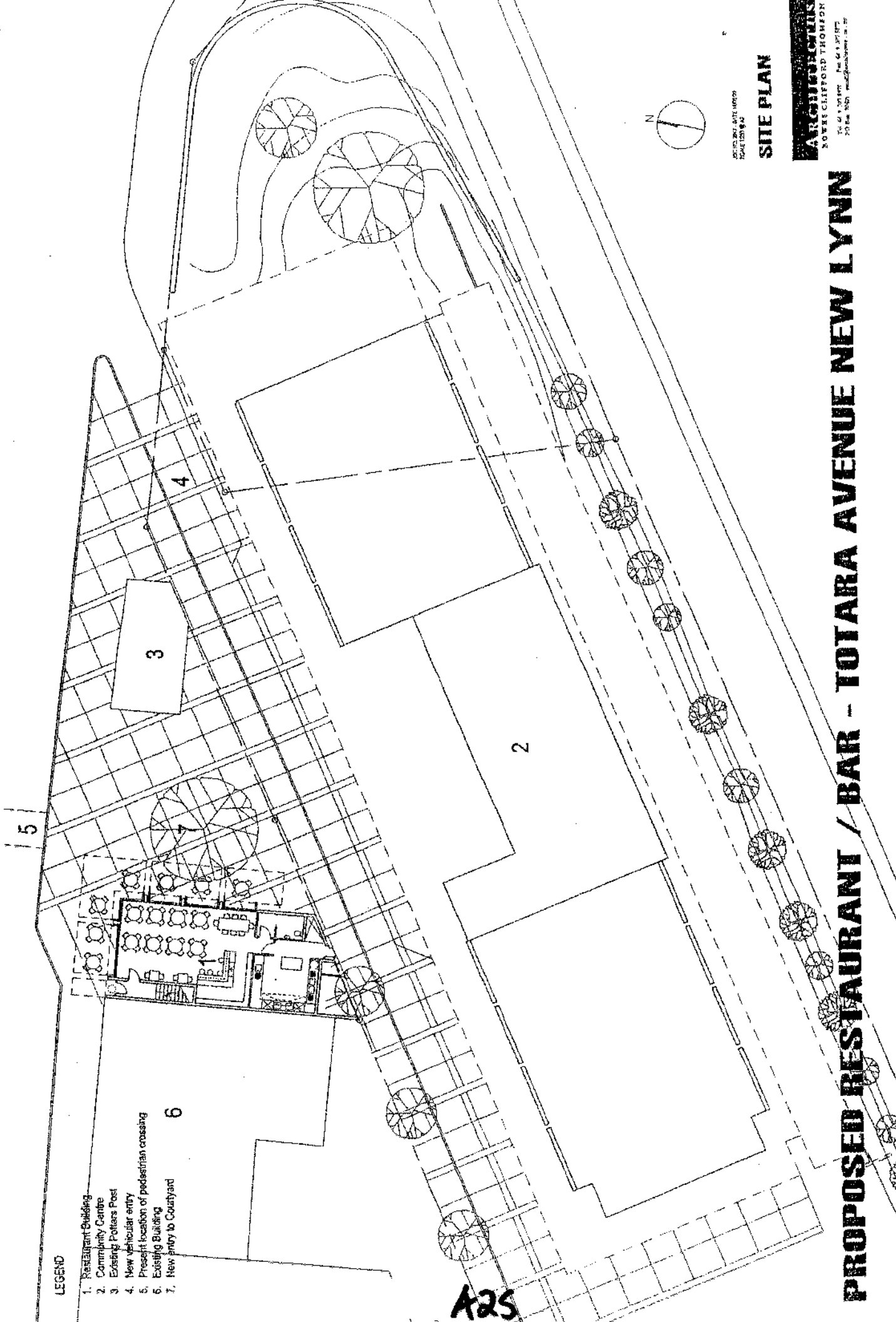
GROUND FLOOR  
PLAN

ARCHITECTS  
BOYSE CLIFFORD THOMSON

TEL: 011 351 7771 Fax: 011 351 7770  
PO BOX 98022 Auckland, New Zealand

PROPOSED RESTAURANT / BAR - TOTARA AVENUE NEW LYNN

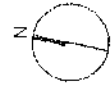




**LEGEND**

- 1. Restaurant Building
- 2. Community Centre
- 3. Existing Pottery Post
- 4. New vehicular entry
- 5. Present location of pedestrian crossing
- 6. Existing Building
- 7. New entry to Courtyard

**A25**



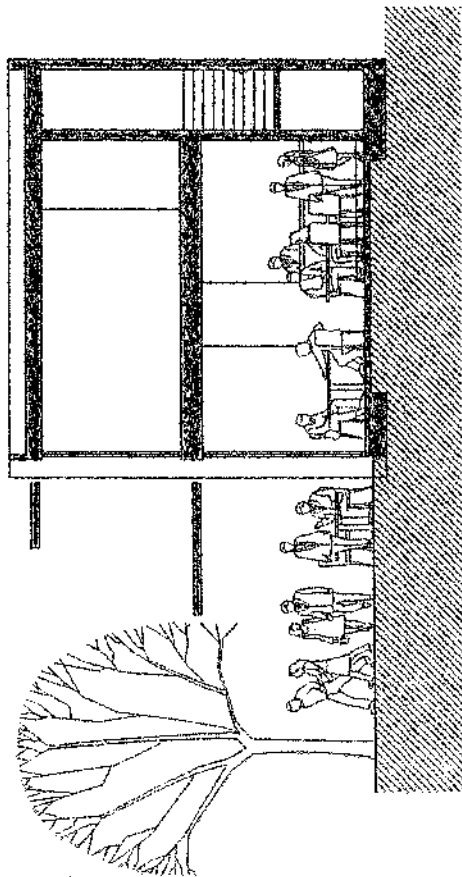
PROJECT: 2017 AVTE 110/029  
 SCALE: 1:200 @ A2

**SITE PLAN**

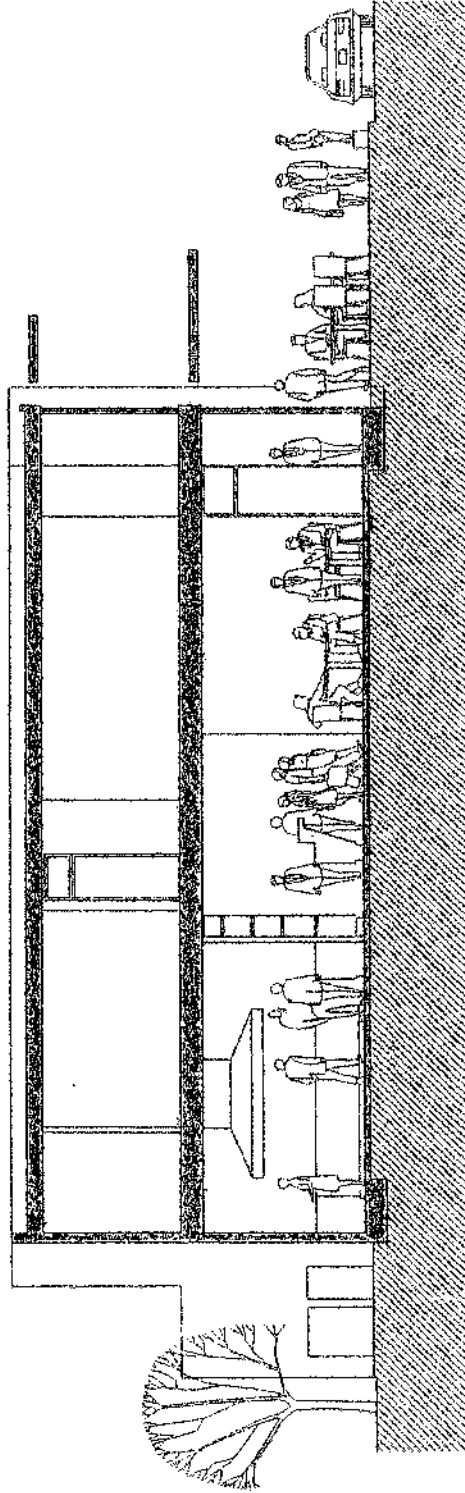
**ARCHITECTS**  
 ROBERT CLIFFORD THOMPSON

100 of 100 Street - New Lynn  
 2018 - 2020

**PROPOSED RESTAURANT / BAR - TOTARA AVENUE NEW LYNN**



CROSS SECTION



LONGITUDINAL SECTION

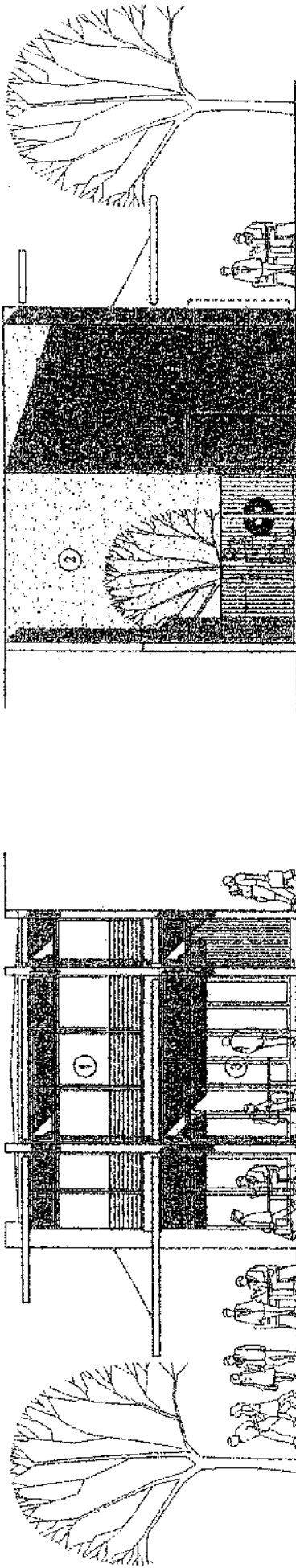
A26

DATE: 2017-04-10  
SCALE: 1/8" = 1'-0"

SECTIONS

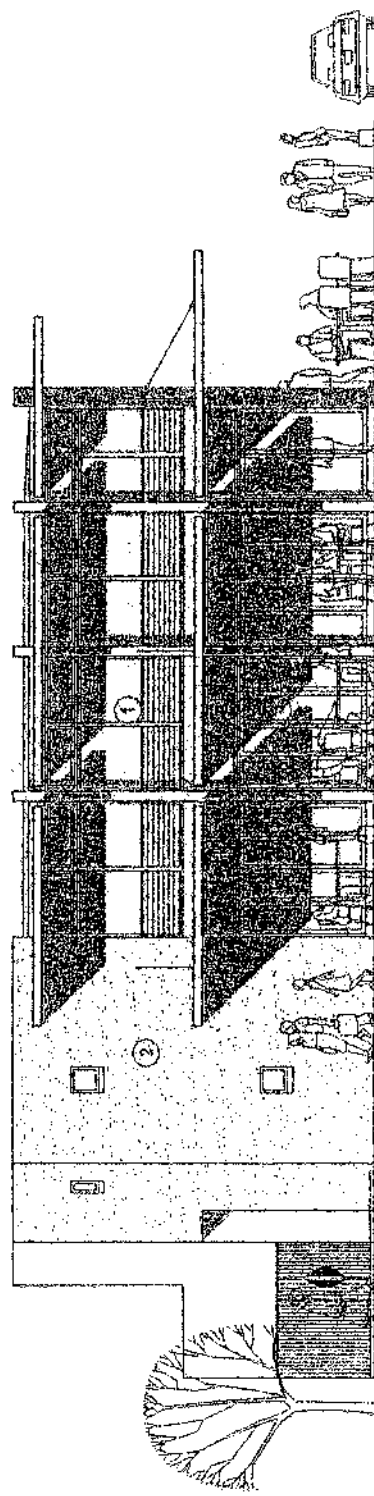
**ARCHITECT**  
BOVES CLIPPING YKONASO  
701 S. 11th ST. - 1st FL. - SUITE 101  
PH: 602.944.1111

**PROPOSED RESTAURANT / BAR - TOTARA AVENUE NEW LYNN**



**NORTH ELEVATION**

**SOUTH ELEVATION**



**EAST ELEVATION**

**MATERIALS LEGEND**

1. Full height glazing with timber sparofel panels
2. Sparofel panels, zigzag
3. Glazed brooding doors to din room block etc on outside

2012 2017 DATE 19/02/2012  
 2012 2017 DATE 19/02/2012

**ELEVATIONS**

**ARCHITECT**  
 BONES CLIFFORD THOMAS

70-41 3rd FLOOR  
 70-41 3rd FLOOR  
 70-41 3rd FLOOR

**PROPOSED RESTAURANT / BAR - TOTARA AVENUE NEW LYNN**

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## **Britomart Transport Centre Agreement**

**Report to:** Officers Advisory Group  
**Author:** Mark Townsend – Manager Britomart &  
Commercial Development  
**Date:** 15 May 2003

### **1.0 Summary and Conclusions**

Auckland Regional Transport Network Limited (ARTNL) is a party to a Heads of Agreement with Auckland City Council (ACC) which provides that ARTNL will operate, maintain and renew the Britomart Transport Centre. Negotiations with ACC have resulted in the preparation of the attached draft Britomart Deed of Lease, Underpass Lease and Bus Management Agreement. An Overarching Deed, dealing with interim arrangements until the issue of financing asset renewals is resolved, is currently being prepared. This document will incorporate the requirements for Asset Renewals.

Under these negotiated draft agreements Auckland City will lease the Britomart Transport Centre to ARTNL and the track and corridor to the Crown, with ARTNL being responsible for the operational, maintenance and asset renewal requirements for the Transport Centre. The bus precinct will be managed by ARTNL with Auckland City retaining its usual responsibility for the management of the street network. Auckland City will retain ownership of the Britomart Transport Centre with the exception of the rail tracks, rail tunnel through Quay Park and associated rail infrastructure

These agreements will conclude the legal arrangements for the ongoing operation of the Britomart Transport Centre.

### **2.0 Narrative**

#### **2.1 Introduction**

ACC will soon have substantially completed construction of the Britomart Transport Centre. Capital Funding has been provided by ACC, Auckland Regional Council and Infrastructure Auckland (IA).

Auckland City is required to comply with the conditions contained in IA's Offer of Funding for the Britomart project. These conditions require Auckland City to establish an ownership and operations structure under which the completed Britomart remains in public ownership and the transport operations and maintenance functions will be under the control of ARTNL, or any successor of ARTNL fixed with responsibility for regional transport. These arrangements are required to be put in place prior to completion of Britomart.

## 2.2 Management of the Britomart Transport Centre

On 2 July 2002 ARTNL entered into a Heads of Agreement with ACC which set out the key terms concerning the ownership, operation and maintenance of the Britomart Transport Centre and provided the framework for the future detailed negotiations between the parties. The key terms of that Heads of Agreement were as follows:

- ARTNL is to receive lease or management rights to the Britomart Transport Centre structure. Auckland City is to retain the underlying ownership.
- ARTNL is to be responsible for the operation, maintenance, and depreciation/renewal of the Transport Centre.
- ARTNL's interest is to continue for as long as it has responsibility for the management and operation of the key components of the Auckland regional transport network.

The proposed legal arrangements with ARTNL provide the next level of detail that gives effect to that Heads of Agreement.

After considering the various options, it has been determined that the appropriate legal structure for ARTNL's management of the Britomart Transport Centre is as follows:

### 2.2.1 Overarching Deed Relating to the Britomart Transport Centre

ARTNL will be receiving progressive handover of the various components of the Britomart Transport Centre as they are completed and become operational.

Although it is intended that ARTNL fund the costs incurred by Auckland City in maintaining the service potential of Britomart Transport Centre, it is unlikely that ARTNL will have certainty that it can obtain the funds it needs to meet this commitment by the time that full legal agreements should be entered into, for the opening of Britomart to proceed.

An Overarching Deed is being drafted to deal with these circumstances, to allow the respective parties to enter into long term commitments to get operations under way, while preserving flexibility to deal with funding issues that are not yet resolved, and to ensure continuity between the various legal agreements that are required.

The Overarching Deed will set out the long-term asset renewal provisions, to be operative when the Britomart Lease is entered into, only after resolution of the issues.

The Overarching Deed will be the operative agreement for a period of up to six months, while the asset renewal funding issue is being resolved. It will incorporate the tenor of the Britomart Lease, and Bus Management Agreement. If the asset renewal issue is not resolved within that time, there will be terms for the handing over of ARTNL commitments to Auckland City – ongoing contractual commitments entered into by ARTNL, ongoing loan obligations undertaken by ARTNL.

### **2.2.2. Lease of Transport Centre**

ARTNL will lease the ground floor of the CPO, the plaza area behind the CPO, and the rail station (excluding the rail corridor leased to NZRC).

The key terms are as follows:

- 
- The lease is for 100 years. This is the design life of the Transport Centre structure.
- The lease can be terminated if ARTNL ceases to have responsibility for key components of the Auckland rail network. The lease can also be terminated if the Council acts in a manner which causes the operation of the Transport Centre to become uneconomic or damage is caused to the premises which makes it uneconomic to reinstate it. It will only be uneconomic if the cost is greater than \$20m per event and ARTNL has exhausted all funding sources.
- ARTNL is to pay all operating costs.
- Auckland City will have the legal responsibility for maintaining the service potential of Britomart.
- The work will be carried out by ARTNL on behalf of ACC with funding from the ARC.
- ARTNL will be required, pursuant to the Overarching Deed, to manage the asset renewal work on behalf of Auckland City.
- This structure will only be tax efficient for ARTNL if the ARC funds ARTNL directly for the asset renewal costs of Britomart (as opposed to funding ARTNL indirectly through operator subsidies). The ARC cannot currently provide direct funding to ARTNL but will be able to do so when the Land Transport Management Bill is passed. As no asset renewal work is likely to be required for the first four years of operation of Britomart, it is highly likely that the ARC will have the ability to directly fund ARTNL by that time.

### **The Britomart Lease**

The Britomart Lease provides under the guiding principles that ARTNL will ensure that rail services continue to operate within the Britomart Premises. Further ARTNL will ensure that all rail operators operating passenger transport services to or from the Britomart Premises have access to ticketing facilities, the operations room and displays of timetabling information.

The Britomart Lease provides that ARTNL is entitled to charge third parties for the right to use any part or parts of the Britomart Premises. These fees are to be set at a level to recover costs from operators. This right is however subject to the guiding principles requiring ARTNL to deal with rail operators on reasonable terms.

The Lease will not be entered into until the asset renewal issue is resolved, but its tenor will be incorporated into the Overarching Deed.

### **2.2.3 Management of Bus Precinct**

ARTNL will manage the above ground Britomart bus precinct with the overall aim of enabling bus services to operate effectively, efficiently, and reliably. Auckland City will remain responsible for the management of the street network around Britomart, determining the location of the bus stops, and or the provision of street furniture (including bus shelters).

ARTNL will be entitled to charge bus operators a fee for the use of the bus precinct to recover its actual costs of providing the bus management services. As the bus stops are located on the streets, Auckland City may need to use its Bylaw powers to enforce the payment of that fee by bus operators. Alternatively, Auckland City elects to pay the fee itself rather than require bus operators to pay a charge. The draft operating budget suggests that the fee ARTNL will be seeking to charge bus operators, will be similar to the charges Auckland City made for the use of the former Britomart bus terminal (i.e. a little over \$1 per bus movement).

The Agreement will not be entered into until the asset renewal issue is resolved, but its tenor will be incorporated into the Overarching Deed.

### **Management Agreement**

The Management Agreement provides under its guiding principles that all bus service operators who operate passenger transport services to or from the Bus Precinct will have access to ticketing facilities operations room and displays of timetabling information either in the Bus Precinct or the Britomart Premises.

Clause 10 of the Management Agreement provides an acknowledgment from the ACC that ARTNL intends to charge bus operators a fee in connection with the use of the Bus Precinct. The Management Agreement details how the fees will be set and collected. The maximum fee that ARTNL may charge for the services provided by it in connection with the Bus Precinct will be the actual costs to ARTNL of providing services relating to the Bus Precinct.

#### **2.2.4 Underpass Lease**

ARTNL will lease the concourse under Queen Elizabeth Square on terms similar to those of the Britomart Lease

The Agreement will not be entered into until the asset renewal issue is resolved, but its tenor will be incorporated into the Overarching Deed.

### **2.3 Accounting and Taxation Implications**

The financial structure of the lease to ARTNL has been drafted to:

- Not incur a taxation liability for ARTNL or ACC on the lease transactions.
- Have no impact on ACC's rating requirements
- Recognise the lease as an operating lease, not a financing lease for the purchase of the transport centre.

- Require ARTNL to charge access fees to operators, or obtain a direct grant from the ARC, to fund the asset renewals detailed in the asset management programme.

Based on these and other terms of the lease outlined in this report:

- ACC will record the Britomart Transport Centre as an asset in its statement of financial position.
- As an asset of ACC the Britomart Transport Centre must be depreciated, but the depreciation expense will be funded directly or indirectly from the ARC.
- As assets are written off and renewals are completed, ACC will recognise the value of the replacement asset in its accounts.

## 2.4 Ownership of the Rail Corridor into Britomart

ACC intends to enter into a lease of the railway corridor within the Britomart Transport Centre and an Infrastructure Sale Agreement for the sale of the associated rail infrastructure with the Crown. The key terms of these agreements are as follows:

- The railway corridor within Britomart is only to be used for passenger rail services.
- If railway operations cease for a continuous period of 6 months, then Auckland City can cancel the Crown's lease of the railway corridor within the Britomart Transport Centre after giving 3 months notice.
- Auckland City (through its lessee, ARTNL) can charge rail operators an access fee to access Britomart and can require rail operators to comply with operating protocols. If the rail operator does not comply with these requirements, that operator will be denied access to Britomart.
- The lease will commence and the assets will be transferred to the Crown on opening.
- The cost of operating, maintaining, and renewing the railway infrastructure and the associated liability passes with ownership to the Crown.

### 3.0 Long term Certainty for ARTNL

These lease arrangements provide the long-term certainty that ARTNL needs to be able to enter into the long-term commitments necessary to start operating Britomart Transport Centre.

- Access agreements with operators
- Leases with tenants
- Staff
- Contract service suppliers
- Incur other routine operating expenditure
- Construction contracts for enhancements
- Loan to finance enhancements
- Loan to finance fitouts

The operating funding provision that Auckland Regional Council has made in its Annual Plan for FY 2004 can be released as from 1 July 2003, as their condition has been met. Without this release, ARTNL has insufficient funds to meet operating costs.

Meantime the issue of funding asset renewals remains unresolved. Following resolution, the legal documents are available to implement the decisions made.