

1987.328.251

888
B.P. Relocation
Eastern

Relocation

B.P. Re-Location.

Correspondence 1977.



Box 1259
AUCKLAND



Dear Mr Lorimer

Thank you for the opportunity to comment on
5 October concerning the proposed move from
existing terminal at Mechanics Bay.

We are pleased that your Board now feels able
to proceed in seeking the necessary town plan
to enable a move to the Wynyard Wharf localities.
The Government recognises that the oil storage
at Auckland is very tight now, and, prior to the
the refinery Auckland white products refinery.



75/2/1
Manchester Unity Building
Lambton Quay
Wellington
New Zealand
Box 5082
Telephone 728 660

19 October 1977

Mr R T Lorimer
General Manager
Auckland Harbour Board
PO Box 1259
AUCKLAND



Dear Mr Lorimer

Thank you for the opportunity to comment on your letter of 5 October concerning the proposed move from BP's existing terminal at Mechanics Bay.

We are pleased that your Board now feels able to join with BP/Europa in seeking the necessary town planning approvals to enable a move to the Wynyard Wharf locality to take place. The Government recognises that the oil storage position in Auckland is very tight now, and, prior to the completion of the refinery Auckland white products pipeline, the Government would have been and would be most reluctant to contemplate any loss of storage capacity in the port.

Nevertheless, it also recognises that the Board has legitimate and desirable purposes for the use of the Mechanics Bay land, and hopes that this matter can be speedily and satisfactorily resolved.

In discussion with BP, it was pointed out, however, that it would be possible to have an extra 14,500 cu.m. of black oil storage maintained at Mechanics Bay on a fairly confined area of land. While this would have obvious commercial attractions for BP, it would also be in the national interest to have this additional storage capacity available on the basis of a relatively low investment. We would be appreciative therefore if your Board could re-examine the possibility of accommodating the latest BP proposal within your own plans, if it is not inhibited altogether by the condition of your "Eastern Tidewall" berth.

Yours sincerely

A H Milkop
A H Milkop
for Commissioner of Energy Resources

b.e. for inspection

THE PROPERTY OFFICER

29 September 1977

THE CHIEF ENGINEER

BP (N.Z.) LIMITED - RELOCATION PROPOSALS

In respect of all information and correspondence available and to provide my technical opinion as to the feasibility of the proposals offered by BP I would comment.

1. BP are not supporting the application with information as to final products provision in the relocation new tankage set-up. It is accepted that BP know what they have to plan for this regard and that the particulars will be related to town planning and dangerous goods consents in due course.
2. With respect to the retention of tankage in Eastern Foreshore for bunkering, consideration by the Board must have regard to the associated matters of
 - (a) The continuation of the tanker berth and the basis thereof if required, including the pipes undergrounded in the container terminal.
 - (b) The alternative of using existing conventional berthage for tanker discharge and the operational problems.
 - (c) Extent of work required to reticulate Fergusson Quay for container ship bunkering.
 - (d) Whether the residual land required for bunker storage operations and need for access to this land by BP is detrimental to the ultimate use of the Container Complex.

The Company implies that should the proposal to retain facilities at Eastern Foreshore be not acceptable to the Board, then it in no way effects the present proposal for land use and tank provisions in Western Reclamation. However, if port bunkering services are to continue and to have regard to the desirability of servicing container vessels, then BP will have to consider the viability of the matter, particularly in respect of a new barge and alternative means of products receipt, storage and barge bunkering points.

... ..

3. I have studied the plans showing the staged developments and the timings given to effect relocation. The time of two years to progressively move out from Eastern Foreshore assuming an approval of the total proposal is very satisfactory. I have to accept that the timescale set by the Company is achievable based on their technical knowledge of the work involvements.

Accordingly, I would advise:-

1. In respect of the proposals to relocate BP from Eastern Foreshore, I see no matters other than the bunkering question requiring any elucidation.
2. The bunkering question requires some immediate internal discussions to allow positive conclusions to be prepared for consideration by the Oil Subcommittee..

CHIEF ENGINEER TO THE BOARD

NS:MO'N

14/11/77

B.P.

Meeting 14/11/77

Chm C/2 P/O Harrison + Lee

1/ Review

2/ P/O to complete report to Board for
November meeting.

MS

72/3/2
59/77/3

Registered if you could respond to this letter
on Friday 21 October 1977.

Yours faithfully

5 October 1977

The Commissioner of Energy Resources
Ministry of Energy Resources,
P O Box 5082
WELLINGTON



Dear Sir

PORT OF AUCKLAND : OIL INDUSTRY

My letter of 20 July 1976 conveyed to you a background document relating to the above topic.

A particular issue dealt with at Paras C and D was the Board's need to repossess the existing terminal land of B.P. (New Zealand) Limited for incorporation in the Fergusson Container Terminal.

An updated proposal for relocation was received recently from the Company, based on the same approach as that outlined in Para D above, i.e. vacation from Mechanics Bay is feasible, subject to allocation by the Board of new acreage (3.2 acres) in the Wynyard Wharf locality, maximisation of storage at the Europa holdings (4.2 acres) in this same locality and town planning approval being obtained.

It is the Board's intention to join with B.P./Europa to seek the necessary town planning approvals for this relocation scheme. The scheme will use the only land areas remaining available adjacent to Wynyard Wharf but will not increase storage capacity in the Port.

My purpose in informing you in this matter is to ensure that you are aware of the current situation regarding land allocation and storage at Auckland, in case you would wish to comment on such an issue before final commitments are made.

B.P. are being informed that you are being put in the picture and could supply to you any detailed data should this be necessary.

Hope they do not foul up the EFS situation

Have not told them that bunkering out.

... ..

*ffs
15/10/77*

*Would have been better to have said that Board requires
site relocation for port ops purposes. And seeks E/Resources.*

*Support for the relocation into W/R. to maintain the
national schedule etc. by agreement between P/O 7/10/77*

It would be appreciated if you could respond to this letter by not later than Friday 21 October 1977.

Yours faithfully



R. T. Lorimey
GENERAL MANAGER

GCB:nmp

CHIEF ENGINEER : ✓

OPERATIONS MANAGER :

Copy for information.

RUSSELL McVEAGH MCKENZIE BARTLEET & CO.

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

JOHN DENNIS LETHBRIDGE
ROBERT LLOYD MACKY
PETER ALAN MILLER
JOHN HARVEY MARSHALL
JOHN OLLIVER LUSK
DAVID ARTHUR RHODES WILLIAMS
JERRY JOHN GRANVILLE BRADLEY
BARRY JOHN MCWILLIAMS
BRADLEY HARLE GILES
ROBIN LANCE CONGREVE

JOHN WALLACE MCKENZIE
EDMUND WALTER THOMAS
COLIN JOHN FERNYHOUGH
JOHN COLLINGWOOD KING
WARWICK MILES BROWN
FREDERICK WILLIAM MONTEITH MCELREA
JAMES ALFRED FARMER
GEOFFREY THOMAS RICKETTS
GERARD PAUL CURRY

C.M.L. CENTRE
QUEEN & WYNDHAM STREETS
AUCKLAND 1 N.Z.

TELEPHONES 34-369, 34-069
P.O. BOX 8
CABLE ADDRESS "BARRISTER"
TELEX NZ 21305

CONSULTANT PARTNERS
NEIL LLOYD MACKY EDGAR LLEWELLYN BARTLEET

PLEASE REFER TO: B.H.Giles

7 October 1977

The Secretary,
Auckland Harbour Board,
P.O. Box 1259,
AUCKLAND.

REC'D. - 7 OCT 1977
AUCKD.
ANSD.

REC'D. - 7 OCT 1977

For: Mr Burgess.

Dear Sir,

re: BP New Zealand Limited : Mechanics Bay.

We enclose copy of the final agreement together with copy of letter sent to BP's solicitors. Following upon discussions with Mr Macky it became necessary to make minor amendments to the long-term and short-term tenure proposals in order to ensure that the provisions of the Public Bodies Leases Act 1969 are not breached. Clause 10 has therefore been amended to impose a covenant on the Board to offer the leases pursuant to the Act and to grant the leases to BP or Europa if either company is successful. The Board cannot go beyond that without exposing itself to a potential claim of bias or pre-judgment by any other applicant for the leasehold interest.

The short-term tenure clause also requires amendment to ensure compliance with section 8(6). The Board does not have to publicly advertise the tenancy if it is for a fixed period of not more than 5 years or is a tenancy at will. Rental reviews can only be on the 5 year basis. We have therefore provided that the tenancy shall be granted until the determination of the Town Planning application but for not more than 3 years. If the application is favourable then long-term tenure proposals are invoked. If the planning application is not dealt with within 3 years or if it is unsuccessful, then BP shall be entitled to a new tenancy at a rent to be fixed by the Board to be determinable on 1 month's notice but otherwise to be on the same terms and conditions as the tenancy agreement annexed as the third schedule. This will enable the Board to effect a rental review because a new tenancy is to be uplifted not an extension or modification of the former tenancy. We have selected the period of 3 years - this is likely to be the subject of some negotiation and we understand that the Board is prepared to go to 5 years if necessary.

It is now over to BP to come back with its comments although the Board will need to take a fairly firm stand in this matter whilst it has the whip-hand. One area for possible disagreement is the terms of the long-term leases - particularly as to

4/10
10/10

110 copy to 110 ✓

commencement rental. In case that is raised you may care to give some attention to an acceptable formula for determining the rental of the land upon the date of commencement of any lease to be granted.

We will contact you as soon as we hear from BP or its solicitors.

Yours faithfully,
RUSSELL MCVEAGH MCKENZIE BARTLEET & CO.

enc.

RUSSELL McVEAGH McKENZIE BARTLEET & CO.

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

JOHN DEVON LETHBRIDGE
ROBERT LLOYD MACKY
PETER ALAN MILLEN
JOHN HARVEY MARSHALL
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DAVID ARTHUR BROWN WILLIAMS
JEREMY JOHN LEAVELLE BRADLEY
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TELEX NZ 21305

NEIL LLOYD MACKY

CONSULTANT PARTNERS

EDGAR LLEWELLYN BARTLEET

PLEASE REFER TO:

B.H.Giles

7 October 1977.

Messrs Cairns Slane Fitzgerald & Phillips,
Solicitors,
DX No. 13,
AUCKLAND.

Dear Sirs,

re: Auckland Harbour Board : BP New Zealand Limited

We refer to our letter dated 26 September 1977. The Board's Property Officers, Engineer and General Manager have now had the opportunity of considering the proposal for re-location set out in your client's letter to the Board dated 19 September 1977 with attachments. Because of the urgency of the matter from your client's point of view and because the Oil Sub-Committee is no longer sitting, it has been decided to make the recommendations which will be forwarded to the full Board available to your client at this stage for consideration and comment if any.

Management is in a position to put the matter before Board without any further delay and if the Agreement enclosed with this letter is acceptable to your client, there is no reason why the matter should not be promptly resolved, agreements executed and planning applications lodged as required by the agreement.

This is self-explanatory but we offer the following further observations on it for your assistance:-

- 1. The bunkering facilities outlined in the proposal are unacceptable and will not form part of the proposal.
2. The actual format of the planning application is a matter to be discussed between us pursuant to clause 4. We will need to agree a date by which the application must be lodged with the City Council pursuant to clause 5.
3. As you are aware, the Board is required to offer leases of this land pursuant to The Public Bodies Leases Act 1969. The long-term tenure proposals set out in clauses 10 and 11 of the Agreement are as far as the matter can lawfully be taken without putting the Board in the position of being exposed to a claim of bias or pre-judgment.
4. The Board's officers will recommend short-term tenure of Part Block 2 and the construction of the work specified - a tenancy agreement must be executed. In the first instance the term is to be until the determination of the Town Planning application but not more than 3 years. This is

necessary to comply with the provisions of section 8(6) of the Public Bodies Leases Act 1969. Long-term tenure will apply once the planning application is granted. If the planning application is unsuccessful or if it takes more than 3 years (which it certainly must not) then a new tenancy will be granted on a monthly basis.

A copy of this letter has been sent to BP Wellington and BP Auckland. We invite your comments at your convenience.

Yours faithfully,
RUSSELL MCVEAGH MCKENZIE BARTLETT & CO.

Final

AGREEMENT made this day of 1977
BETWEEN THE AUCKLAND HARBOUR BOARD (hereinafter called "the
Board") and BP NEW ZEALAND LIMITED (hereinafter called "BP")
AND EUROPA NEW ZEALAND LIMITED (hereinafter called "Europa")

RECITALS

WHEREAS :

- (1) The Board is the owner in fee simple of certain land situate at Mechanics Bay in respect of which BP held a lease for a term of 21 years which said lease expired on 24 October 1970.
- (2) BP has remained in occupation of the said land (except for one acre vacated at the Board's request in 1976) and is presently occupying the balance of the land at Mechanics Bay on a quarterly tenancy. The said land is edged Green on Board's plan number K442.01 (the said land is hereinafter referred to as "Mechanics Bay")
- (3) The Board requires vacant possession of the land at Mechanics Bay for port purposes associated with the Fergusson Container Terminal
- (4) In order to facilitate BP's total removal from Mechanics Bay, the Board has agreed in so far as it is legally able, to make the lands set out in the First Schedule hereto available to BP on long-term tenure conditional:-
 - (i) upon proposals for total re-location of BP's operations from Mechanics Bay to Western Reclamation Freemans Bay being approved by the appropriate Town Planning Tribunals and;

- (ii) BP/Europa being the successful applicant for leases of the lands referred to in the First Schedule when the said lands are offered for lease under the provisions of the Public Bodies Leases Act 1969.
- (5) BP has presented to the Board and the Board has approved a proposal and time-table for construction which will enable BP to re-locate its operations from Mechanics Bay to Western Reclamation Freemans Bay and BP and Europa have agreed to lodge and prosecute an application to the Auckland City Council for consent to a conditional use to enable the land at Western Reclamation Freemans Bay to be used and buildings to be constructed upon the said lands and then used for the purposes set out in the proposal so as to enable BP to re-locate from and vacate the land at Mechanics Bay.
- (6) Europa presently has certain long-term leases of land in Freemans Bay and has agreed to certain re-organisations which result in maximisation of use of the land subject to those leases as more particularly described in the proposal and Europa has agreed to make or permit to be made in its name any Town Planning applications as are necessary and to grant any licences as may be necessary to permit BP to carry out the construction works, re-location and re-organisation necessary in order to enable the proposals to be carried into full effect.
- (7) The Board has in the meantime and pending the outcome of the Town Planning application referred to, agreed to permit BP to construct certain storage tank facilities, buildings and machinery in connection with a blending and filling plant for lubricants (more particularly described in the proposal and on plan B14268 Sheets 1 and 2, and

plan B14273 (that part indicating "one acre site development") lodged with the Board by BP and the Board has further agreed to grant short term tenure of Lots 2 and 4 DP 25871, and Lots 7 to 11 DP 226 (being the land upon which these works are to be carried out) under a tenancy extending until the said Town Planning application is determined (but not exceeding three years) upon the terms and conditions set out in this Agreement.

- (8) The parties hereto wish to record the terms of agreement in this Agreement

NOW THEREFORE IT IS AGREED AS FOLLOWS:

DEFINITIONS:

1. "Mechanics Bay" means the land edged green on Board's plan number K442/01 (attached as the Second Schedule to this agreement) and presently occupied by BP on a quarterly tenancy its lease having earlier expired.

"The proposal" means the the proposal for re-location as set out in BP's letter to the Board dated 19th September 1977 together with the numbered plans referred to in the said letter except that all reference to bunkering facilities at Mechanics Bay are deemed deleted from the said letter and are not included and do not comprise part of the proposal.

"Block 2" means all the land described as Block 2 Freemans Bay Reclamation and containing more particularly Lots 1 to 5 and 7 to 11 DP 226 and Lots 1 to 4 DP 25871.

RE-LOCATION

2. BP acknowledges that the Board requires to resume vacant possession of Mechanics Bay for port purposes and

acknowledges that the lands must be vacated as expeditiously as possible and to this intent and purpose BP and Europa will do all things necessary to secure the required approvals, licences, permits and other things howsoever required to carry out the works described in the proposal and to re-locate from and vacate the land at Mechanics Bay in accordance with the time table referred to in the proposal.

PLANNING APPLICATIONS

3. BP and/or Europa agree forthwith to instruct their solicitors Messrs. Cairns Slane Fitzgerald and Phillips to prepare and submit to the Board's solicitors, Messrs. Russell McVeagh McKenzie Bartleet & Co. for approval and comment an application for consent to a conditional use and/or application for consent to works contrary to a proposed change (or such other Town Planning application as may be required) to obtain permission for the works specified in the proposal to be carried out and for the lands in Freemans Bay to be used for the purposes referred to in the proposal.

4. The Board's solicitors shall have the right to approve or amend the draft application after consultation with BP's solicitors. The application for planning approval may, at the option of the Board, be required to be made either:
 - (i) In the sole name of BP or Europa or

 - (ii) In the joint names of the Board and BP and/or Europa or

 - (iii) By way of two separate applications in identical form, one lodged by the Board and the other lodged by BP and/or Europa such applications to be heard

and determined contemporaneously before the appropriate Town Planning Tribunals.

5. After the format of the Town Planning application has been settled between the respective solicitors it shall be lodged with the Auckland City Council and shall be publicly advertised. BP and/or Europa covenant that the application will be lodged with the Auckland City Council on or before the day of 1977 and that the application will be promptly advertised thereafter.

6. In the event of the Town Planning application being lodged by BP or Europa without participation by the Board, then the Board shall have the right to require that two Counsel appear on and conduct the hearing of the Town Planning application, one of such Counsel being nominated by the Board and the other by BP and/or Europa. In the event that the Board requires the Town Planning application to be lodged by way of two separate applications, then the Board shall be entitled to nominate its own representation on that application and BP shall similarly be entitled to nominate its representation on its application.

7. All parties acknowledge the desirability of and an obligation to co-operate and work together in the preparation of the evidence to be adduced before the appropriate Town Planning Tribunal in support of the application or any appeal. This notwithstanding, however, the Board shall have the right to require such evidence as its solicitors believe relevant to be adduced before the Town Planning Authorities in support of the application and BP and/or Europa (as the case may be) shall present such evidence in addition to any evidence which its solicitors elect to adduce.

8. BP and/or Europa covenant to diligently and expeditiously prosecute the Town Planning application in the form set out in the proposal and to exercise any rights of appeal should they be required so to do by the Board and if so required to diligently and expeditiously prosecute such appeal to a hearing.
9. The parties each acknowledge an obligation to co-operate fully with each other on the Town Planning application in the preparation of and presentation of evidence and submissions and in the conduct of the application in all respects and shall each instruct their solicitors to mutually co-operate on the Town Planning application throughout.

LONG-TERM LAND TENURE

10. The Board covenants that it will, upon the proposal receiving all necessary Town Planning approvals, dangerous goods permits and such other approvals and licences as are by law required, offer leases of the Lands described in the First Schedule pursuant to Section 17 of the Public Bodies Leases Act 1969, and will grant such leases to BP or Europa (at its option) upon either Company being the successful applicant therefor on the following terms:-
- (i) For an initial term until 21 June 1996, with one right of renewal for 20 years until 21 June 2016 (being the date of expiry of Europa's lease of Lots 49/58 Western Reclamation)
 - (ii) Lease terms and conditions including rental for the first term are to be as determined by the Board.
 - (iii) Land rentals are to be reviewed at 5 yearly intervals during the term of the lease pursuant to section 22 and the First Schedule of the Public Bodies Leases Act, 1969 but with improvements executed by the lessee excluded from such valuation.

11. It is further agreed that upon acquisition by BP/Europa of the lessess interest in Lot 37 Western Reclamation (lessee Zinc Oxide Ltd) the Board will approve the transfer of the said lease to BP or Europa (the election as to which to company to be granted the lease to be the prerogative of the two companies).
12. The Board covenants that it will permit the works specified in the proposal to be carried out upon and constructed upon the lands referred to; i.e. the current Europa leases and the lands described in the First Schedule hereto. The Board will issue confirmation of this authorisation for the purposes of facilitating BP's obtaining licences, permits and approvals as may be required upon the request of BP.

SPECIAL AUTHORITY FOR CONSTRUCTION OF WORKS BEFORE PLANNING APPROVAL OBTAINED

13. At the request of BP the Board hereby authorises BP to proceed with the development of Part Block 2 prior to the determination of the Town Planning application referred to in clauses 3-9 hereof:
 - (i) Site preparation, including excavation and compaction of tank farm foundations, storm water and sanitary drainage, grading and metalling of surface.
 - (ii) Base Grade Storage including lorry fill shelter, expansion tank, pumps, services building, tanks AL1, AL2, AL3, AL4, AL5 and AL6 and a wharf line insofar as it is located on Board property
 - (iii) Lube Blending and Product Storage, including product storage tanks, lube blend plant, pipe bridge and final surfacing of yards, all as illustrated on BP drawing B14273 and described as "One acre site development".

14. That the Board hereby grants to BP short term tenure of that part of Block 2 upon which the works referred to in the preceding clause hereof are to be constructed upon the terms set out in the Tenancy Agreement annexed hereto as the Third Schedule for the following periods:

A tenancy extending until the Town Planning application referred to in Clauses 3-9 hereof is determined whether before the Council or on appeal to the Town and Country Planning Appeal Board but in no case for more than three years from the date hereof. If the determination is favourable then the long-term tenure proposals referred to in Clauses 10-11 hereof shall apply to the lands referred to in Clause 13 as from the date of final determination. As from the expiry of the aforesaid term of three years or the earlier unsuccessful determination of the Town Planning application as the case may be then BP shall be entitled to take a new tenancy commencing from that date and at such rental as the Board may fix and determinable at any time on one month's notice by either party but otherwise on the same terms and conditions set out in the tenancy agreement annexed hereto as the Third Schedule.

15. BP acknowledges and agrees:

- (i) That the authorisation to carry out works on Part Block 2 referred to in clause 12 hereof does not impose any obligation moral or legal upon the Board to extend the tenancy or to grant any long-term tenure of that part of Block 2 upon which the base grade storage tanks and lube oil blending plant is to be constructed in the event of the proposal for total re-location being unsuccessful before the Auckland City Council or the Town and Country Planning Appeal Board.

- (ii) That the Board may require the said land for other purposes and may require BP to vacate Part Block 2 in its entirety which BP agrees to do upon the proper legal formalities being complied with.
- (iii) BP undertakes a commercial risk in the expenditure associated with the construction of the works referred to in clause 12 hereof and estimated at one million dollars and recognises and acknowledges that the Board shall not be obliged to give any special consideration to BP on the question of continued tenure and occupation of Part Block 2 if the Town Planning application is unsuccessful.
- (iv) To execute forthwith a tenancy agreement in the form attached hereto as the Third Schedule completed as to the appropriate term relative to Part Block 2 upon which the works described may be carried out.

16. For the purposes of this agreement the Town Planning application shall be deemed "unsuccessful" if:-

- (i) the application as lodged is refused in its entirety; or
- (ii) the application as lodged is granted in part only; or
- (iii) the application as lodged is granted subject to conditions which BP/Europa or the Board cannot reasonably meet.

TIME-TABLE FOR RE-LOCATION FROM MECHANICS BAY

17. BP covenants that it will re-locate its operations from Mechanics Bay to Western Reclamation Freemans Bay in the

manner and in compliance with the time-tables set out in the proposal with the result that commencing upon the date of granting of the conditional use application authorising the proposal to proceed BP shall:-

- (i) within 9 months of the date of granting of the Town Planning application vacate approximately 1.5 acres at Mechanics Bay, situate to the west of an existing and new temporary licence, as illustrated on BP drawing B14277 - Sheet 1
- (ii) within 24 months of the date of granting of the Town Planning application vacate the balance of Mechanics Bay site

in each case time being of the essence.

- 18. BP covenants that as soon as the Town Planning applications are granted and become conclusive, it will let contracts, carry out works, relinquish lands and re-locate from Mechanics Bay to Freemans Bay on the time-scale set out in the preceding clause.

EUROPA LEASE LAND

- 19. Europa covenants that it will make or permit to be made in its name any Town Planning applications necessary and will re-organise or re-locate facilities on land in respect of which it has leases and will grant to BP all such leases, tenancies or licences as may be required to enable BP to carry the re-location scheme referred to in the proposal into full effect.

VACATING ON MECHANICS BAY IN EVENT OF THE PROPOSAL FOR RE-LOCATION NOT PROCEEDING

- 20. In the event that BP/Europa does not procure the necessary Town Planning consents or other permits

licences or approvals as are by law required to permit the proposal to proceed and the re-location to take place then BP covenants that it shall within three years of the date of the unsuccessful determination or the date upon which it became known that other permits, licences or approvals required could not be or would not be obtained (whichever is the later) vacate all the land at Mechanics Bay and shall deliver up vacant possession of the land and shall make good and restore the land and premises to a condition satisfactory to the Board, time being of the essence.

20. Should BP/Europa decide for any other reason not to proceed with the re-location proposals or should Government intervention make it impossible for the re-location proposals to proceed or should circumstances arise which after consultation between the Board and BP make it clear that re-location proposals are no longer feasible or ought not to be proceeded with then BP covenants that it shall within three years of the date upon which such decision or intervention is reached vacate all the land at Mechanics Bay and shall deliver up vacant possession of the said land and shall make good and restore the land and premises to a condition satisfactory to the Board, time being of the essence.

DATED at Auckland this day of 1977.

THE COMMON SEAL of the THE)
AUCKLAND HARBOUR BOARD was)
 hereunto affixed in the)
 presence of:-)

THE COMMON SEAL of BP NEW)
ZEALAND LIMITED was hereunto)
affixed in the presence of:-)

THE COMMON SEAL of EUROPA)
NEW ZEALAND LIMITED was)
hereunto affixed in the)
presence of:-)

FIRST SCHEDULE

- AREA A Lots 1 to 5 (inclusive) and 7 to 11 (inclusive) on DP 226 and Lots 1 to 4 (inclusive) on DP 25871 comprising the whole of Block 2 Freemans Bay with street frontages to Jellicoe Street, Beaumont Street, Madden Street, and Daldy Street.
- AREA B Lots 38 to 44 (inclusive) on DP 27338 at Western Reclamation with street frontages to Brigham and Hamer Streets

THIRD SCHEDULE

TENANCY AGREEMENT

LANDLORD: THE AUCKLAND HARBOUR BOARD

TENANT: B.P. NEW ZEALAND LIMITED a duly incorporated company having its registered office at Wellington.

PREMISES: Lots 2 and 4 on Deposited Plan 25871 and Lots 7 to 11 inclusive Deeds Plan 226 as shown edged red on the plan annexed hereto.

COMMENCING DATE:

TERM:

RENT: ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$1,250.00) per calendar month payable in advance on the 1st day of each month with appropriate adjustment at commencement and end of the term.

CONDITIONS

TENANT'S AGREEMENTS AND OBLIGATIONS:

1. TENANT to maintain and deliver up premises in no worse than their condition at commencement of tenancy.
2. TENANT to pay for all rates, electricity, gas and water levied or used on the premises and to maintain existing electrical wiring and services and fittings and to install any new electrical installations both to satisfaction of appropriate authority.

3. TENANT responsible for and to obtain all permits for any alteration work it desires and to carry out same strictly in accordance with permits and requirements of appropriate authority.

4. TENANT will not assign or sublet or part with possession of premises or any part thereof.

5. TENANT to use premises only for purposes of drum storage or for such other purpose as may from time to time be granted by the Board upon application by the Tenant.

6. TENANT will so conduct his business that it is not and does not become a nuisance or annoyance to other tenants of the landlord or occupiers of adjoining or neighbouring premises.

7. TENANT responsible for and shall observe all statutory requirements and all requisitions and requirements of appropriate authorities whether structural or not arising through its use of the premises or arising generally because the premises are tenanted.

8. THE tenant shall pay the costs and stamp duty in respect of this lease and the counterpart thereof.

9. TENANT to insure at its cost any buildings for full insurable value against fire and all other normal risks for the type of business carried on.

MUTUAL AGREEMENTS AND OBLIGATIONS:

10. NO obligation on landlord to maintain roof or outer walls of any building or premises and no liability on landlord for water damage occurring on the premises.

11. ON termination of tenancy tenant may remove buildings and other improvements installed by it making good premises to present condition. The Board shall have the right to require

the tenant to remove buildings, improvements and alterations and any other thing installed by the tenant during the term of the tenancy and the tenant shall comply with the Board's requirement and shall make good the premises to perfect condition thereafter.

12. THAT should the premises or any substantial part thereof be destroyed or so damaged by fire earthquake or other accidental cause as to be untenable, then this agreement shall determine any disputes under this clause to be referred to arbitration under the "Arbitration Act, 1908."

13. THAT without excluding any other provisions implied herein the words "seven days" shall be deemed substituted for the words "one month" in Section 107/c of the "Property Law Act, 1952" for the purposes of this agreement.

A TENANCY on the above terms and conditions is hereby agreed to.

DATED the day of One thousand nine hundred and seventy-seven.

For the AUCKLAND HARBOUR BOARD as Landlord

SECRETARY

THE COMMON SEAL of B.P.)
NEW ZEALAND LIMITED was)
hereunto affixed in the)
presence of :-)

..... Director

DATED

1977

BETWEEN: AUCKLAND HARBOUR BOARD

Landlord

A N D: B.P. NEW ZEALAND LIMITED

Tenant

TENANCY AGREEMENT

RUSSELL MCVEAGH MCKENZIE BARTLEET & CO.
SOLICITORS
AUCKLAND

AGREEMENT made this day of
1977.

BETWEEN THE AUCKLAND HARBOUR BOARD

A N D BP NEW ZEALAND LIMITED

A N D EUROPA NEW ZEALAND LIMITED

AGREEMENT

RUSSELL McVEAGH MCKENZIE BARTLEET & CO.
SOLICITORS,
AUCKLAND

C.C.

Staging plans supplied by
B.P. (one copy only).

Could you contact me when
free please.

Bob Albrecht

Rec'd 26/9/77

AS

x 566

RUSSELL McVEAGH McKENZIE BARTLEET & CO.

Auckland Harbour Board. SURVEYORS, ESTATE AGENTS & NOTARIES PUBLIC

C.C.
For your
information

C.M.L. CENTRE
QUEEN & WYNDHAM STREETS
AUCKLAND 1 N.Z.
TELEPHONES 34-369, 34-069
P.O. BOX 8
CABLE ADDRESS "BARRISTER"
TELEX NZ 21305

PLEASE REFER TO: B.H.Giles

26 September 1977.

The Secretary,
Auckland Harbour Board,
1 Queen Street,
AUCKLAND

Per: *P.O.*

Dear Sir,

re: BP New Zealand Limited - Mechanics Bay.

We refer to our conference of 21 and 22 September 1977.

On the latter date BP presented for the first time its full-scale proposals for re-location (with the exception of the relocation of Block 2) from Mechanics Bay to Freemans Bay. The company's proposals are that the Board grant authority now for the re-locations to be carried out on Part Block 2 prior to the outcome of the Town Planning application being known. The reasons for the urgency have already been presented (from BP's point of view) to the Board's officers.

When we raised the Board's concern with the works which were being carried out on Block 2 without the Board's consent and whilst the dispute as to the tenancy agreement was still extant, Mr Berry retracted immediately and conceded that BP was in the Board's hands so far as tenure of Block 2 was concerned and that a commercial risk was being accepted by the company, it acknowledging that there could be no guarantee of long-term tenure of Block 2 without total re-location proposals being approved. Mr Berry went so far as to concede that the expenditure of one million dollars incurred was one which BP might well have to take a loss on given that certain buildings and excavation works could not be recovered although the removal of machinery and equipment can apparently be achieved without any major problem.

BP requested a hearing before the Oil Committee or the Board when the total re-location proposal is reported on. We leave that to the Board although for our part we see little point in that at this stage. So long as the Board's Engineer and Property Officer are satisfied that the proposals are feasible and will achieve the end results (namely total removal from and surrender of vacant possession of Mechanics Bay) then there seems to be no need for any elucidation from BP's representatives. Presumably the Board will either approve or reject the proposals subject to terms. The request for permission to proceed with works on Part Block 2 (and there are predominant use rights in respect of the works contemplated) is one of policy for the Board. The

RUSSELL McVEAGH McKENZIE BARTLEET & CO.

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

JOHN DEVON LETHERBRIDGE
ROBERT LLOYD MACKY
PETER ALAN MILLER
JOHN HARVEY MARSHALL
JOHN OLLIVER LUSK
DAVID ARTHUR RHODES WILLIAMS
JEREMY JOHN GRANVILLE BRADLEY
BARRY JOHN McWILLIAMS
BRADLEY HARLE GILES
ROBIN LANCE CONGREVE

JOHN WALLACE McKENZIE
EDMUND WALTER THOMAS
COLIN JOHN FERNHOUGH
JOHN COLLINGWOOD KING
WARWICK MILES BROWN
FREDERICK WILLIAM MONTEITH McELREA
JAMES ALFRED FARMER
GEOFFREY THOMAS RICKETTS
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CONSULTANT PARTNERS
NEIL LLOYD MACKY EDGAR LLEWELLYN BARTLEET

PLEASE REFER TO: B.H.Giles

26 September 1977.

The Secretary,
Auckland Harbour Board,
1 Queen Street,
AUCKLAND.

For: Mr Burgess.

Dear Sir,

re: BP New Zealand Limited - Mechanics Bay.

We refer to our conferences of 21 and 22 September 1977.

On the latter date BP presented for the first time its full-scale proposals for total re-location (with the exception of bunkering) from Mechanics Bay to Freemans Bay. The company's representatives requested that the Board grant authority now for certain works and constructions to be carried out on Part Block 2 prior to the outcome of the Town Planning application being known. The reasons for the urgency have already been presented (from BP's point of view) to the Board's officers.

When we raised the Board's concern with the works which were being carried out on Block 2 without the Board's consent and whilst the dispute as to the tenancy agreement was still extant, Mr Berry retracted immediately and conceded that BP was in the Board's hands so far as tenure of Block 2 was concerned and that a commercial risk was being accepted by the company, it acknowledging that there could be no guarantee of long-term tenure of Block 2 without total re-location proposals being approved. Mr Berry went so far as to concede that the expenditure of one million dollars incurred was one which BP might well have to take a loss on given that certain buildings and excavation works could not be recovered although the removal of machinery and equipment can apparently be achieved without any major problem.

BP requested a hearing before the Oil Committee or the Board when the total re-location proposal is reported on. We leave that to the Board although for our part we see little point in that at this stage. So long as the Board's Engineer and Property Officer are satisfied that the proposals are feasible and will achieve the end results (namely total removal from and surrender of vacant possession of Mechanics Bay) then there seems to be no need for any elucidation from BP's representatives. Presumably the Board will either approve or reject the proposals subject to terms. The request for permission to proceed with works on Part Block 2 (and there are predominant use rights in respect of the works contemplated) is one of policy for the Board. The

assurance was given that the proposals harmonise completely with the total re-location proposal and will not in any way detract from it. That seems to be the case since the proposals for Block 2 stand completely separate and apart from the other proposals which require Town Planning approval. It was made abundantly clear to BP that the Board would not regard itself as having any legal or moral duty to grant long-term tenure of Part Lot 2 in the event of the Town Planning application being unsuccessful. Given that position is now accepted, the Board may be prepared to consider the request.

As we see it, the following action is now required by the Board:-

1. A decision on the acceptability or otherwise of the total re-location proposal must be made. This requires conscious consideration of the policy of permitting BP to have some bunkering facility in the container terminal area. The company's representatives indicated that they were flexible as to the actual site location - it is significant that BP has abandoned its earlier proposal and now shows the bunkering facility along the Quay Street boundary - the Board may require this to be shifted further if it resolves to permit bunkering facilities in this area. BP is aware of the fact that this will be a specified departure application and seeks approval in principle from the Board at this stage. It well knows that the City Council may still refuse the Town Planning application and if that were to occur, then no bunkering facility will be involved. A decision against the proposal or a deferment of it does not affect the total re-location proposal or the Town Planning applications since BP appeared to accept that the bunkering facility could not be accommodated on the Freemans Bay land and it would need to seek other land if it wished to pursue it.
2. The Board must decide whether or not to grant permission for the blending plant and the storage facilities to be constructed forthwith on Part Block 2.
3. If the Board grants permission for those works to proceed it must determine what type of tenancy is to be offered to BP. There appear to be three alternatives:-
 - (1) A month to month tenancy to be converted to long-term tenure if and when the Town Planning approval is granted.
 - (2) A tenancy for a fixed period now (years or months) to expire on a fixed date unless long-term tenure is granted after Town Planning approval.
 - (3) To grant a tenancy of Part Block 2 now to run until the outcome of the Town Planning application is known. If the application is favourable then long-term tenure is granted: if the application is unsuccessful then the tenancy would be on a month to month basis as from the date of the final decision. We favour this last option since it makes it clear to BP that this tenancy is limited in duration and depends entirely upon a successful application for

total re-location.

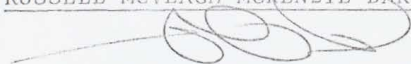
- (4) The Board must now determine what type of long-term tenure will be granted in respect of which blocks if the Town Planning application succeeds. As we understand it the tenure is to be brought into line with a Europa lease granted in respect of Lots 49-58 DP 27338 the lease of which expires in 2016.
- (5) A Heads of Agreement should now be concluded between the parties which covers the Town Planning application, re-location, tenure etc. We enclose a first draft as a basis of discussion between ourselves and the Property Officers. We would envisage that, if the Oil Committee recommends and the Board accepts, the total re-location proposal as tabled, it ought to be upon terms that BP execute the agreement in its stated form. We would therefore endeavour to resolve the wording of the document from our point of view as soon as possible.

If there are any aspects of the proposal which the Oil Committee has reservations about, then in all fairness and because a specific request has been made, an opportunity should be given to BP's representatives to be heard.

The writer is available at short notice to discuss the Heads of Agreement with you after you have had the opportunity of considering this first draft.

We enclose a copy of a letter sent to BP's solicitors.

Yours faithfully,
RUSSELL MCVEAGH MCKENZIE BARTLEET & CO.



enc.

RUSSELL McVEAGH McKENZIE BARTLEET & CO.

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

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CONSULTANT PARTNERS
NEIL LLOYD MACKY EDGAR LLEWELLYN BARTLEET

PLEASE REFER TO: B.H.Giles

26 September 1977.

Messrs Cairns Slane Fitzgerald & Phillips,
Solicitors,
DX No. 13,
AUCKLAND.

Dear Sirs,

re: Auckland Harbour Board : BP New Zealand Limited.

A meeting took place between our respective clients on 22 September 1977 at which the company's proposals for total re-location from Mechanics Bay to Freemans Bay were discussed. The proposal is set out under cover of a letter dated 19 September 1977 from BP to the Board with accompanying plans. It is now being reported upon by the Board's officers to the Oil Committee and ultimately the Board. BP renewed its request that authority to construct the blending plant and certain storage facilities on Part Block 2 be granted forthwith. Likewise that application will be considered by the Board.

At the conclusion of the meeting it was agreed as follows:-

1. The proposal for total re-location would now be considered by the Oil Committee and ultimately the Board.
2. The Board will need to make a conscious policy decision on bunkering facilities at Mechanics Bay. If approval in principle is given, BP acknowledges that a specified departure application would need to be obtained. The Board makes no commitment at this stage.
3. If the Board agrees to the construction of works on Part Lot 2 then BP must complete a tenancy agreement in a form satisfactory to the Board without amendment. This will incorporate clause 5 as drafted by us and will specify the period of the tenancy and obligations to remove certain constructions at the end of the tenancy in the event of long-term tenure not being granted. This will occur only if the Town Planning application is unsuccessful.
4. A Town Planning application is required in respect of several aspects of the total re-location proposal. This will need to be presented to us for our consideration and comment.
5. BP is to pursue its efforts to acquire the Zinc Oxide property since this land is a necessary part of the re-

location proposal.

6. The Board will now consider the re-location proposal and the request to carry out the works on Part Block 2 and doubtless will require an agreement to be executed by the various parties (which now appears to include Europa) so as to ensure that the Town Planning application is made, that the Board has rights to require evidence to be adduced thereon, dealing with long-term and short-term tenure and the re-location time-table.

Just as soon as our client has had the opportunity of considering the matters we will report further to you. Every effort is being made to have all applications considered by the present Board before the Local Body Elections take place.

Yours faithfully,
RUSSELL MCVEAGH MCKENZIE BARTHEET & CO.



FIRST DRAFT

AGREEMENT made this day of " 1977
BETWEEN THE AUCKLAND HARBOUR BOARD (hereinafter called "the
Board") AND BP NEW ZEALAND LIMITED (hereinafter called "BP")
AND EUROPA NEW ZEALAND LIMITED (hereinafter called "Europa")

RECITALS

WHEREAS:-

- (1) The Board is the owner in fee simple of certain land situated at Mechanics Bay in respect of which BP held a lease for a term of 21 years which said lease expired on .
The said land is shaded
on the Board's plan number
(the said land is hereinafter referred to as "Mechanics Bay").
- (2) BP is presently occupying the land at Mechanics Bay on a monthly tenancy.
- (3) The Board ^{requires to} ~~is desirous of~~ obtaining vacant possession of the land at Mechanics Bay for port purposes associated with the Auckland Container Terminal.
- (4) In order to facilitate BP's total removal from Mechanics Bay, the Board has agreed to make the lands set out in the first schedule hereto available to BP ^{at Europa} on long-term tenure conditional upon proposals for total re-location of BP's operations from Mechanics Bay to Freemans Bay being approved by the appropriate Town Planning Tribunals.
- (6) → (5) BP has presented to the Board and the Board has approved a proposal and time-table for construction which will enable BP to re-locate its operations from Mechanics Bay to Freemans Bay (with the exception of bunkering facilities) and BP and Europa have

agreed to lodge and prosecute an application to the Auckland City Council for consent to a conditional use to enable the land at Freemans Bay to be used and buildings to be constructed upon the said lands and then used for the purposes set out in the proposal so as to enable BP to re-locate from and vacate the land at Mechanics Bay.

- (6) Europa presently has certain long-term leases of land in Freemans Bay and has agreed to certain re-organisations which result in maximisation of use of the land subject to those leases as more particularly described in the proposal and Europa has agreed to make any Town Planning applications as are necessary and to grant any licences as may be necessary to permit BP to carry out the construction works, re-location and re-organisation necessary in order to enable the proposals to be carried into full effect.
- (7) The Board has in the meantime and pending the outcome of the Town Planning application referred to, agreed to permit BP to construct certain storage tank facilities, buildings and machinery in connection with a blending and filling plant for lubricants (more particularly described in the proposal and on plan lodged with the Board by BP) and the Board has further agreed to grant short term tenure of Block 2 (being the land upon which these works are to be carried out) for a period of
- (8) The parties hereto wish to record the terms of the Agreement in this Heads of Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

DEFINITIONS

1. "Mechanics Bay" means the lands shaded in on Board's plan number and presently occupied by BP on a monthly tenancy its

lease having earlier expired.

2. "The proposal" means the proposal for re-location as set out in BP's letter dated 19 September 1977 to the Board together with the numbered plans referred to in the said letter.
3. "Block 2" means all the land described as Block 2 Freemans Bay Reclamation.

RE-LOCATION

2. BP acknowledges that the Board requires to resume vacant possession of Mechanics Bay for port purposes (with the exception of certain agreed lands for bunkering facilities) and acknowledges that the lands must be vacated as expeditiously as possible and to this intent and purpose BP and Europa will do all things necessary to secure the required approvals, licences, permits and other things howsoever required to carry out the works described in the proposal and to re-locate from and vacate the land at Mechanics Bay in accordance with the time-table referred to in the proposal.

PLANNING APPLICATIONS

3. BP and/or Europa agree forthwith to instruct their solicitors Messrs Cairns Slane Fitzgerald and Phillips to prepare and submit to the Board's solicitors, Messrs Russell McVeagh McKenzie Bartleet & Co. for approval and comment an application for consent to a conditional use and/or application for consent to works contrary to a proposed change (or such other Town Planning application as may be required) to obtain permission for the works specified in the proposal to be carried out and for the lands in Freemans Bay to be used for the purposes referred to in the proposal.
4. The Board's solicitors shall have the right to approve or amend the draft application after consultation with BP's solicitors. The application for planning approval

may, at the option of the Board, be required to be made either:-

- (i) In the sole name of BP or Europa or
 - (ii) In the joint names of the Board and BP and/or Europa or
 - (iii) By way of two separate applications in identical form, one lodged by the Board and the other lodged by BP and/or Europa such applications to be heard and determined contemporaneously before the appropriate Town Planning Tribunals.
5. After the format of the Town Planning application has been settled between the respective solicitors it shall be lodged with the Auckland City Council and shall be publicly advertised. BP and/or Europa covenant that the application will be lodged with the Auckland City Council on or before the day of 1977 and that the application will be promptly advertised thereafter.
- Adv. get with application*
6. In the event of the Town Planning application being lodged by BP or Europa without participation by the Board, then the Board shall have the right to require that two Counsel appear on and conduct the hearing of the Town Planning application, one of such Counsel being nominated by the Board and the other by BP and/or Europa. In the event that the Board requires the Town Planning application to be lodged by way of two separate applications, then the Board shall be entitled to nominate its own representation on that application and BP shall similarly be entitled to nominate its representation on its application.
7. All parties acknowledge the desirability of and an obligation to cooperate and work together in the preparation of the evidence to be adduced before the appropriate Town Planning Tribunal in support of the application or any appeal. This notwithstanding, however, the Board shall have the right to require such evidence as its

solicitors believe relevant to be adduced before the Town Planning Authorities in support of the application and BP and/or Europa (as the case may be) shall present such evidence in addition to any evidence which its solicitors elect to adduce.

8. BP and/or Europa covenant to diligently and expeditiously prosecute the Town Planning application in the form set out in the proposal and to exercise any rights of appeal should they be required so to do by the Board.
9. The parties each acknowledge an obligation to cooperate fully with each other on the Town Planning application in the preparation of and presentation of evidence and submissions and in the conduct of the application in all respects and shall each instruct their solicitors to mutually cooperate on the Town Planning application throughout.

LONG-TERM LAND TENURE

10. The Board covenants that it will, upon the proposal receiving all necessary Town Planning approvals, dangerous goods permits and such other approvals and licences as are by law required, grant to BP or Europa (at its option) tenure of the following lands on the following terms:-

(Land to be identified by legal description and tenure stated specifically referring to the Europa lease which expires in 2016. Specific reference will need to be made to the need to acquire the Zinc Oxide site).

11. The Board covenants that it will permit the works specified in the proposal to be carried out upon and constructed upon the lands referred to in clause 9 hereof. The Board will issue confirmation of this authorisation for the purposes of facilitating BP's obtaining licences permits approvals as may be required upon the request of BP.

SPECIAL AUTHORITY FOR CONSTRUCTION OF WORKS BEFORE PLANNING APPROVAL OBTAINED.

12. At the request of BP the Board hereby authorises BP to proceed with the development of Part Block 2 prior to the determination of the Town Planning application referred to in clauses 4-9 hereof:-

(The works to be specified exactly by reference to the proposal and plan numbers. It will be necessary to be particular)

13. That the Board hereby grants to BP short term tenure of that part of Block 2 upon which the works referred to in the preceding clause hereof are to be constructed upon the following terms:-

(Specify the tenancy - the options appear to be -

(i) Month to month tenancy.

(ii) An actual specified term in months or years.

(iii) A tenancy until the Town Planning application is determined whether before the Council or on appeal. If favourable then the long-term tenure proposals come into effect, if unfavourable then the tenancy reverts to month to month.

14. BP acknowledges and agrees:-

(i) That the authorisation to carry out works on Part Block 2 referred to in clause 12 hereof does not impose any obligation moral or legal upon the Board to extend the tenancy or to grant any long-term tenure of that part of Block 2 upon which the base grade storage tanks and lube oil blending plant is to be constructed in the event of the proposal for

total re-location being unsuccessful before the Auckland City Council or the Town and Country Planning Appeal Board.

- (ii) That the Board may require the said land for other purposes and may require BP to vacate Part Block 2 in its entirety which BP agrees to do upon the proper legal formalities being complied with.
- (iii) BP undertakes a commercial risk in the expenditure associated with the construction of the works referred to in clause 12 hereof and estimated at one million dollars and recognises and acknowledges that the Board shall not be obliged to give any special consideration to BP on the question of continued tenure and occupation of Part Block 2 if the Town Planning application is unsuccessful.
- (iv) To execute forthwith without amendment a tenancy agreement in the form attached hereto relative to Part Block 2 upon which the works described may be carried out.

TIME-TABLE FOR RE-LOCATION FROM MECHANICS BAY

15. BP covenants that it will re-locate its operations from Mechanics Bay to Freemans Bay on the following time-table:-

(Specify - referring to periods of months from the date of the grant of the Town Planning application and referring to the Board's Mechanics Bay plan in various colours so as to identify the areas which will be released). It is likely that BP will require a let-out clause for unforeseen delays but we should not volunteer this at this stage).

16. BP covenants that as soon as the Town Planning applications are granted and become conclusive, it will let contracts,

carry out works, relinquish lands and re-locate from Mechanics Bay to Freemans Bay on the time-scale set out in the preceding clause.

EUROPA LEASE LAND

17. Europa covenants that it will make or permit to be made in its name any Town Planning applications necessary and will re-organize or re-locate facilities on land in respect of which it has leases and will grant to BP all such leases, tenancies or licences as may be required to enable BP to carry the re-location scheme referred to in the proposal into full effect.

DATED at Auckland this day of 1977.

THE COMMON SEAL of the
AUCKLAND HARBOUR BOARD

THE COMMON SEAL of
BP NEW ZEALAND LIMITED

THE COMMON SEAL of
EUROPA NEW ZEALAND LIMITED

DRAFT HEADS OF AGREEMENT

TONKIN & TAYLOR

PRINCIPALS:

RALPH M. TONKIN, B.E., F.N.Z.I.E., M.I.C.E., M.A.S.C.E.
DONALD K. TAYLOR, B.Sc., D.I.C., F.N.Z.I.E., M.I.C.E.
G. ALAN PICKENS, B.E., B.A., M.N.Z.I.E.
PETER B. NISSEN, B.E., B.Sc., D.I.C., F.N.Z.I.E., M.I.C.E.
GERALD E. KELLY, M.N.Z.I.S., A.R.I.C.S.

ASSOCIATES:

FRANK G. BARTLEY, B.E., M.N.Z.I.E.

CONSULTANTS:

PETER W. TAYLOR, B.Sc., B.E., PH.D., M.N.Z.I.E., M.I.C.E., M.A.S.C.E.
GEOFFREY R. MARTIN, M.E., PH.D.(CIVIL), M.N.Z.I.E.
F. W. O. JONES, B.E., M.N.Z.I.E., M.I.C.E., M.N.Z.P.I.



CONSULTING CIVIL ENGINEERS
AND REGISTERED SURVEYORS

100 ANZAC AVENUE
P.O. BOX 5271
AUCKLAND
NEW ZEALAND
PHONE 71-865
CABLE: TONTAY

Ref: 3634

16 September 1977



The General Manager,
Auckland Harbour Board,
P.O. Box 1259
AUCKLAND



Dear Sir,

Re: B.P. New Zealand Limited - Aiken Block
Development - Stage 1A

At the request of our client B.P. New Zealand Limited we are pleased to forward herewith two copies of plan No. 3634-8A showing the site works currently being performed for the Aiken Block Development on the corner of Beaumont Street, Madden Street and Daldy Street. Should you require further information or detail construction plans please contact the writer.

Yours faithfully,
TONKIN & TAYLOR

[Handwritten signature]
D. K. Taylor

RS:ak

Enc: T & T Draw. No. 3634-8A. (B2714/3)

[Handwritten signature in red ink]

[Handwritten notes]
G...
P/O.S

CE

MEMORANDUM

AUCKLAND HARBOUR BOARD - BP NEW ZEALAND LIMITED

- MECHANICS BAY RE-LOCATION

Notes of meeting of 21 September 1977 preparatory to BP's meeting of 22 September.

Present G.C. Burgess, R.A. Albrecht, N. Seagar, B.H. Giles.

1. Plan B 14256 which accompanied the conditional use application forwarded by Cairns Slane has not been considered further at the request of BP. The company requested that consideration of it be suspended. It has not been discussed yet by the Board or its officers in any detail. It seems that if this plan was to proceed it might release 1 acre from the Mechanics Bay area.
2. BP subsequently presented plan B 14273. The Board's assessment of this plan is that it realizes nothing in terms of land release at Mechanics Bay in real terms. Certain horizontal lube oil tanks will be removed but the site coverage at Mechanics Bay so released could not be utilised by the Board since it remains within the main compound. This plan is nothing more than an economic advantage and convenience to BP. Taking the 2 acre site development which is incorporated on the same plan, there is a suggestion that the administration office will be moved from Mechanics Bay. This does not achieve anything for the Board without total re-location and as at this date the Board has not yet seen total re-location plans in revised detail.
3. The last total re-location plan presented was contained in a letter dated 22 September 1976 from BP to the Harbour Board. Since that time the Board has been awaiting full presentation of total re-location plans to enable the appropriate Town Planning application to be made. As the Board sees it, the total re-location

involves:-

- (1) The maximisation of the Europa sites.
 - (2) Full plans for the Victors Plasters site utilisation.
 - (3) Full plans for the Aickin block utilisation.
4. The Board's initial consideration of the Auckland City Council reviewed District Scheme is that it does not alter the actual land use rights in the Freemans Bay area and would not have any effect on the Shell Oil decision. That being so, the total re-location plan should now proceed as a matter of urgency.
5. To enable total re-location the following sites need to be considered:
- (a) Victor Plasters. This site would still be required by BP. The increased tankage which is indicated on plan B 14256 does not show the lay-out or proposals for the Victor Plasters site if it is acquired by BP. The Board envisages that the first step by BP in total re-location is the maximisation of use of both Europa sites. This will require a section 28C Town Planning application. As soon as this limb is completed BP would be in a position to release the area shaded pink on the Board's plans of Mechanics Bay.
 - (b) Brigham Street sites. There are a total of 8 lots on this site. At the present moment BP hold 3 under a tenancy. BP hopes to acquire the 3 that were previously Victor Plasters and 1 that is still with McCallums on a tenancy basis. The acquisition of the Zinc Oxide lease would be required.

The Board is in a position to grant tenure of the 3 plus 1 but the Zinc Oxide site must either be

purchased by BP of compulsorily acquired by the Board with BP meeting re-location costs.

The proposal for this site is for two existing tanks to be retained, one existing tank to be re-located on the same site and one new tank to be installed on the site. The area will be totally compounded and lorry facilities will be moved outside the compound area to other BP land. Town Planning approval will be required for the re-location of the existing tank and the construction of the new tank.

As presently advised the Board does not know whether it achieves any further land at Mechanics Bay as a result of this scheme although it envisages that at least part of the area shaded blue would be returned.

(c) Aickin Block. BP's proposals for this block seem to be:-

- (i) Construction of the blending plant - this is presently being constructed without Board approval and without the conclusion of a tenancy agreement. The Board is concerned at this.
- (ii) Re-location of the administration building.
- (iii) Construction of a warehouse and/or workshops.
- (iv) Drum storage.
- (v) Lorry filling areas.

Upon completion of this the area shaded yellow at Mechanics Bay becomes available to the Board. These facilities will be constructed either on all of the Aickin Block or upon the Aickin Block and part of BP's other property. Town Planning approvals will be required in respect of the lorry filling

aspect and because it is part of the overall re-location proposal.

6. The Board's primary aim is to achieve total re-location for Mechanics Bay (presently a non-conforming use) as soon as possible. It is not prepared to authorise or sanction any work proceeding on the Aickin Block site which might be to the prejudice of the success of the overall application. The Board is concerned that major works are being undertaken on the Aickin Block when,
- (i) No concluded tenancy agreement has been reached.
 - (ii) No Board approval to the work being done or the use proposed has been granted.
 - (iii) No total re-location plan has been presented to or discussed by the Board.
 - (iv) No total Town Planning application has been lodged with the Auckland City Council.
 - (v) Neither party has discussed together the effect if any that the work which is now being carried out has, or might have, on the overall plans - it could be detrimental to the total plan especially if the Auckland City Council required siting amendments.
7. The present proposal which has not been approved by the Board involves expenditure of up to 1 million dollars - BP must be reminded that it is taking a commercial risk in this area and unless approval for the total removal is obtained from the City Council, the tenancy agreement for the Aickin Block will not be renewed.

The Board requires to be satisfied that if the total Town Planning scheme is not approved and the tenancy is terminated, the structures which BP are now erecting can be removed. This point has been made throughout - there will be no long term tenure without total re-location.

Pending satisfactory agreement as to the format of the Town Planning application and a time-table for it, further work at the Aickin Block should be withheld.

8. The Town Planning application. The Board notes:-

- (i) The draft application submitted relates to a very narrow aspect of the total re-location.
- (ii) BP have only a three-month tenancy of part of the land which is involved in that planning application and long-term tenure is entirely dependent on full re-location. The Board sees great risk in this matter proceeding as a separate item from the overall proposal because if it is approved on its own and developed it may not necessarily result in long-term tenure (the total scheme might be unsuccessful) and the Board would then have the problem of removal of various fixtures since the land would be required for other purposes - for example, it might be used for wheat silos. The Board does not wish to be locked in to another Mechanics Bay situation in respect of any part of the Freemans Bay area.
- (iii) The Auckland City Council will clearly become aware that this is part of a total scheme and this is contemplated in the letter sent from Cairns Slane. The City Council would have to be told that that is the proposal and the Board is not prepared to be a party to any application which might be construed as being deceptive. It holds the view that it is better to be completely open and frank with the City Council and to make the total application for consideration at the one hearing.
- (iv) The Board believes that advantage should be taken of the fact that the Mechanics Bay area is now a non-conforming use as a result of City Council zoning. For this reason alone the re-location is justified. It is of course required further for port purposes.

However, the fact that it is now non-conforming is a major reason for location to a conforming use area and the City Council should be forced to face up to that in a total re-location scheme.

- (v) The Shell Oil decision is favourable to total re-location and the City Council should not be presented with the opportunity of declining subsequent applications on the basis that they would have had material effect on the straightforward applications which had been earlier granted.

- 9. BP is apparently now contending that it is in emergency situation since it is having problems with an arrangement with Castrol as to blending and filling of lube oils. They initially approached the Board with a request to give them special consideration because of the emergency and to permit a planning application in respect of three storage tanks. The Board indicated that it would look at it conditional upon clause 5 of the tenancy agreement as amended being accepted. However, the plans finally presented on 9 September involved a proposition for the construction of 6 storage tanks and there has still been no agreement to the acceptance of clause 5.

- 10. The Board has not yet decided whether a blending plant should be permitted - there are clear commercial risks involved and the Board's position must be that it requires to be satisfied that the proposal does not have any potential effect on the success of the total application for removal and BP's acceptance that it accepts a commercial risk since the tenancy will not be renewed unless total approval is obtained. Acceptance of clause 5 is a prerequisite.

- 11. BP have previously raised the question of a bunkering facility at the container terminal. This has never been the subject of express approval by the Board. It was not mentioned in the discussions in 1975 although it was raised for the first time in September 1976. At that meeting the General Manager made it clear that the Board

had not debated the issue and was not at all persuaded or satisfied that bunkering facilities would be required. At this point in time, it is desirable to indicate that the Board has not accepted that bunkering facilities are necessary at the container terminal. If it does, then the question of where they are to be located is still to be discussed. The Board's preference is for the facility to be hard up against Quay Street and not in the position in the area shaded blue in which BP indicate they would like to retain the facility. If the Board decides that no facility is required at the container terminal, then it would probably have to be sited in the Freemans Bay area and this could have a material effect on the total proposals now required to be presented.

BP have no bunkering facility at all in Mechanics Bay at the moment and total re-location does not depend on the provision of such a facility for BP. If BP wishes to maintain an interest in the bunkering facility it will need to establish the need and show where it should be located. Some specific provision should be made for it in the Freemans Bay area. It ought to be considered now so as to enable BP to satisfy the Board that it will not affect the total plan for removal.

It should also be noted that the question of a bunkering facility in the container terminal area involves a decision by the Board not only to allocate the land but also to resolve to maintain the eastern tanker berth. This is the only means by which the oil could be brought in to the area. The tanker berth was built to last 15 years, it has now been standing 25 years and it may not last the life of any lease granted for bunkering facilities. It has not been so designed and the Board would need to consider this as a policy decision.

12. The Board's position is therefore as follows:-

- (1) It requires the completion of the tenancy agreement with clause 5 as amended.

- (2) It requires a Town Planning application to be lodged for total re-location Mechanics Bay to Freemans Bay. The application to be drafted initially by Russell McVeagh - the application to be a joint one in the name of the Board and BP.

A time-table for the Town Planning matter and the re-location must be presented.

The Board will then consider the blending plant proposal - BP to present its submissions as to the reasons for the Board considering such an application. The Board's officers would recommend that the application be granted upon the express understanding that BP undertake a commercial risk and that if total Town Planning approval for re-location is not forthcoming then the tenancy agreement will not be renewed and BP will be required to remove the fixtures from the land and to give vacant possession.

The Board requires an indication from BP as to the progress in its negotiations for the Zinc Oxide lease - ~~is~~ ^{is} this property necessary to make total re-location possible and feasible.

The Board's solicitors and BP's solicitors to work together in preparation of the evidence for the Town Planning application which should be lodged within an agreed period and advertised so that the whole matter can be put before the Council and considered as a matter of urgency.

C.E.

1. Aitken Block Tenancy.

Unresolved. Auckland Harbour Board does not accept that the tenancy was for anything other than 'drum storage' - to assist BP following the release, after issue of the Notice to Quit, of the Western Yard at Mechanics Bay.

Clause 5 as amended by the Board is the compromise.

Concern at the commencement of substantial works on the site whilst this dispute is unresolved.

Stresses that irrespective of the outcome there will be no long term tenancy of Aitken Block without total re-location from Mechanics Bay. BP is undertaking a commercial risk - Board reserves its position on its rights re Aitken Block and the work which has been commenced without approval.

2. Auckland Harbour Board requires total re-location proposals to be presented and to be made the subject of town planning applications immediately. This involves:

- maximisation of use of Europa sites
- plans for Victor Plasters
- plans for Aitken Block.

Would hope that this can now be presented and discussed and a joint planning application lodged within a fortnight. Unless that can be achieved the Auckland Harbour Board sees little option than to present its own application for conditional use and to tender the site to interested oil companies.

Auckland Harbour Board believes that the town planning application should be a total one

- best to be frank with Auckland City Council
- piecemeal approach might be seen as deceptive

- Mechanics Bay non-conforming as a result of zoning - should be shifted to a conforming zone.
- Shell Oil is favourable

Auckland Harbour Board is not happy with B 14256 - not considered further at BP's request.

Plan B 14273 is not a total re-location plan.

3. Auckland Harbour Board wishes to see -
- (1) Tenancy agreement resolved.
 - (2) Total re-location proposals with timetable finalised.
 - (3) Application to Auckland City Council lodged - joint application.
 - (4) Board will then consider blending plant proposal.
 - (5) Zinc Oxide lease.

BP New Zealand Limited

59/152



The Chief Engineer -
Copy for information

Head Office & Wellington Branch
BP House - 20 Customhouse Quay - Wellington. P.O. Box 892

The General Manager
Auckland Harbour Board
P.O. Box 1259
AUCKLAND



Date	Our Ref.	Your Ref.	Telephone
14 September 1977			729-729

Dear Sir

AIKEN BLOCK DEVELOPMENT

We refer to our letter of 9 September 1977 in which we outlined our urgent requirement for the construction of lube oil base grade storage tanks and associated buildings on the Aiken Block, and the subsequent telephone conversation between your Mr Burgess and our Mr Walshe.

The purpose of this letter is to outline in detail the current earth works in progress on the Block and to describe the development sequence for the total area commencing with the urgent construction of the facilities as described in our letter of 9 September.

We would also refer to your Solicitor's letter to our Solicitor dated 19 August, which outlined an amendment to Clause 5 of the Tenancy Agreement in respect of the use of the Aiken Block. We confirm that we would have no objection to the inclusion of the amendment to Clause 5 as submitted in your Solicitor's letter, on the basis that the Board indicate their approval to the urgent development requirement for base grade storage on the Aiken Block.

We would again reiterate that alternative sites available for these products are needed for the relinquishment of the Mechanics Bay Installation.

Details of the development are submitted for your attention:

GENERAL

B2714/2

The enclosed drawing No. B14273 shows the step by step construction of the items which will be required to provide lube blending facilities on the one acre Aiken Block site. It also shows how the second acre will be used for warehouse, and administration offices.

.../2

Telex
NZ 3335

Telegraphic Address:
Beepee Wellington

An Auckland City Council Building Permit has been applied for to build the foundations and six base grade oil storage tanks, AL1 to AL6, and tenderers are currently pricing the construction of these tanks, with a view to completing three tanks, AL1, AL4 and AL6 by mid December, and the remainder by March 1978.

Tenders are also being prepared for the work involved in building the lorry fill shelter, services building, pipe bridge and lube blending plant, the intention being to complete the services building and lorry fill shelter by the end of November and the remainder by the end of February 1978.

The commissioning of the entire plant is scheduled for August 1978.

1. SITE PREPARATION

The site development is designed to prepare the 1 acre site for subsequent stages of the full development.

Stormwater and sanitary drainage is being installed underground, and the site will be left graded with a metalled surface 200 mm thick, except in the tank farm area and the lube blending plant area.

The tank farm area is being excavated to RL 1.2 and backfilled in compacted layers in order to provide adequate ground strength for the tanks.

2. BASE GRADE STORAGE

For reasons given at the meeting on 2 September 1977 between our respective representatives, and outlined in our letter of 9 September 1977, it is essential that tanks AL1, AL4 and AL6 be constructed by mid December 1977 ready to receive a shipment of base grade oils scheduled for mid January 1978.

Tank foundation construction is programmed to be included in the backfilling and compaction of the tank farm, with the first of the three critical ones being completed by mid October, closely followed by the other two.

Tank construction is to commence mid October with a view to completing tanks AL1, AL4 and AL6 by mid December with the other three, AL2, AL3 and AL5 completed in March 1978.

The nature of two of the base grade oils is such that they must be heated to make them fluid enough to pump. Tanks AL1 and AL6 will therefore

2. BASE GRADE STORAGE contd

need suction heaters to be installed and heat will be supplied by circulating hot oil from an oil fired furnace in the services building. This furnace will also supply heat to the line heaters and blending plant later in the development. The services building will also house a compressor needed for pipeline clearing initially and for air sparging of the oil blenders later. A high tension switch room and transformer are also housed at one end of the services building, but these will not be needed until the blend plant is commissioned.

The lorry filling shelter is required at this step for the loading of base grade oils into tank wagons for transfer to Castrol.

3. LUBE BLENDING AND PRODUCT STORAGE

Tanks AL50 to AL55 will be transferred one by one from Mechanics Bay for product storage.

The lube blending plant building is scheduled for commencement mid October and completion at the end of February 1978, as is the pipe overbridge.

The installation of the plant, pumps and pipework of the whole scheme is to be completed ready for commissioning in August 1978.

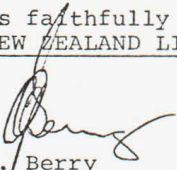
STEPS 4 & 5 - SECOND ACRE DEVELOPMENT

A warehouse will be constructed on the second acre to house packed product distribution and initially tank wagons will be parked there too.

The office from Mechanics Bay is to be relocated on this site, phased in with the total relocation programme.

We are proceeding with drawings and details for the total relocation programme which will be tabled with your Board by 20 September 1977 to enable further discussions with your officers and Sub-Committee to proceed prior to Conditional Use applications being submitted to the City Council.

Yours faithfully
BP NEW ZEALAND LIMITED


A. G. Berry
OPERATIONS MANAGER

Auckland Harbour Board

59/27/2

MEMORANDUM

30 August 1977

FROM PROPERTY OFFICER

TO

CHIEF ENGINEER

B.P. NEW ZEALAND LIMITED

Herewith copy of Russell McVeagh's letter of 23/8/77 forwarding correspondence and a draft conditional use application from the Company's Solicitors relating to erection of new tanks and relocation of others at the Western Reclamation compounds referred to.

We are asked to comment.

Clearly this is not the form of approach discussed with Messrs Berry and Walshe, as the total scheme involving relocation from Mechanics Bay is not referred to.

Could we discuss the matter further and move to involve B.H. Giles in terms of the concluding part of his letter.



G.C. Burgess
PROPERTY OFFICER

GCB:nmp



Inclug 2/9/77 9.15 am.
Sub Angus Burgess Albrecht
B.P. Berry Walshe Leves.

RUSSELL McVEAGH McKENZIE BARTLEET & CO.
BARRISTERS, SOLICITORS & NOTARIES PUBLIC

57/21/2

Suggested Process

- 1 To surrender at BP EPS 48 block

C.M.L. CENTRE
QUEEN & WYNDHAM STREETS
AUCKLAND 1 N.Z.
TELEPHONES 34-369, 34-069
P.O. BOX 8
CABLE ADDRESS "BARRISTER"
TELEX NZ 21305
B.H.Giles

23 August, 1977

The Secretary,
Auckland Harbour Board,
P.O. Box 1259,
AUCKLAND



- 1 Board approves the intention of relocation as proposed on plan.

Dear Sir,
re: BP New Zealand Limited.

- 2 Board requires BP to ^{allow} ~~provide~~ solicitors for BP.

We also enclose copy of the application under the Town and Country Planning Act and the location plan. Could you please examine this the application and advise whether it is the total proposal which will include complete re-location of BP from Mechanics Bay. If not, then we should convene a meeting with BP representatives to make proposals for a piecemeal approach.

Yours faithfully,
RUSSELL McVEAGH McKENZIE BARTLEET & CO.
Solicitors

- 3 In event that 2 is not acceptable to Council then



P/O

GM.
P/O-8

57/21/2
RUSSELL McVEAGH MCKENZIE BARTLEET & CO.

BARRISTERS, SOLICITORS & NOTARIES PUBLIC

JOHN DEVON LETHBRIDGE
ROBERT LLOYD MACKY
PETER ALAN MILLER
JOHN HARVEY MARSHALL
JOHN OLLIVER LUSK
DAVID ARTHUR RHODES WILLIAMS
JEREMY JOHN GRANVILLE BRADLEY
BARRY JOHN MCWILLIAMS
BRADLEY HARLE GILES
ROBIN LANCE CONGREVE

JOHN WALLACE MCKENZIE
EDMUND WALTER THOMAS
COLIN JOHN FERNYHOUGH
JOHN COLLINGWOOD KING
WARWICK MILES BROWN
FREDERICK WILLIAM MONTEITH MCELREA
JAMES ALFRED FARMER
GEOFFREY THOMAS RICKETTS
GERARD PAUL CURRY

C.M.L. CENTRE
QUEEN & WYNDHAM STREETS
AUCKLAND 1 N.Z.

TELEPHONES 34-369, 34-069
P.O. BOX 8
CABLE ADDRESS "BARRISTER"
TELEX NZ 21305

CONSULTANT PARTNERS
NEIL LLOYD MACKY EDGAR LLEWELLYN BARTLEET

PLEASE REFER TO: B.H.Giles

23 August, 1977

The Secretary,
Auckland Harbour Board,
P.O. Box 1259,
AUCKLAND.



For: Mr Burgess.

Dear Sir,

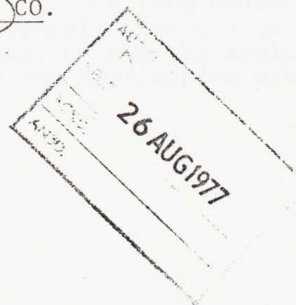
re: BP New Zealand Limited.

We enclose a copy of a letter forwarded to solicitors for BP.

We also enclose copy correspondence from the company's solicitors together with the proposed application under the Town and Country Planning Act and the location plan. Could you please examine this in detail and confirm whether it is the total proposal which will enable complete re-location of BP from Mechanics Bay. If not, then we should convene a meeting with BP representatives to make the Board's attitude clear. An overall proposal is required as opposed to a piecemeal approach.

Yours faithfully,
RUSSELL McVEAGH MCKENZIE BARTLEET & CO.

enc.



P/O

GM. ✓
P/O-8

CAIRNS SLANE FITZGERALD & PHILLIPS

& SOLICITORS

P.O. BOX 6849, AUCKLAND 1. PHONE 364-574 TELEX NZ 21068

PARTNERS:

Bruce Houlton Slane LL.B., Notary Public
John Edward Fitzgerald LL.B.
John Phillips LL.B.
Gary James Judd LL.B. (Hons.)
Robert Paque Benton LL.B.
John Gordon Adams LL.B.

CONSULTANT PARTNER:

Robert Henry Ludbrook LL.B., A.I.I.N.Z.

ASSOCIATE:

David Graham Smith LL.B.
Ian Alexander McHardy LL.B.

133 VINCENT STREET
AUCKLAND 1, NEW ZEALAND

BRANCH OFFICES:

484 GREAT SOUTH ROAD, GREENLANE PHONE 502-338
50 ROSEBANK ROAD, AVONDALE PHONE 886-308

Our Reference Mr G.J. Judd

18th August 1977

Messrs Russell McVeagh McKenzie Bartleet
& Co.,

Solicitors,
AUCKLAND.

For Mr Thomas

Dear Sirs,

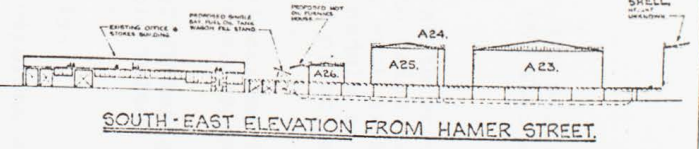
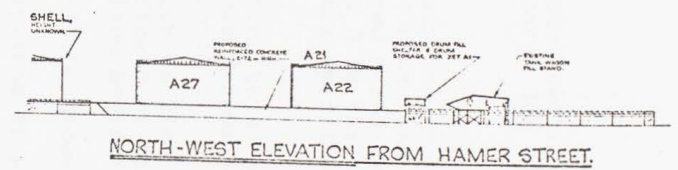
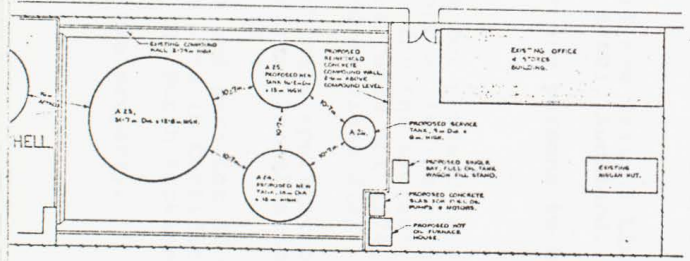
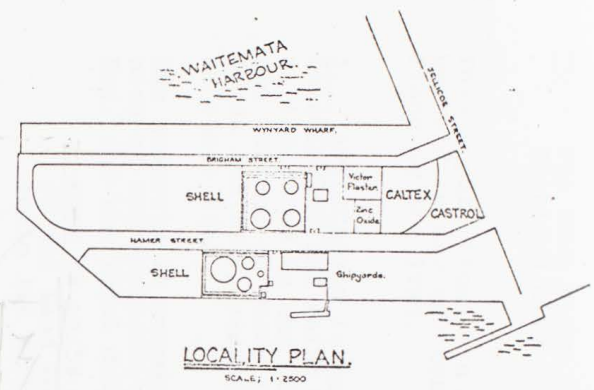
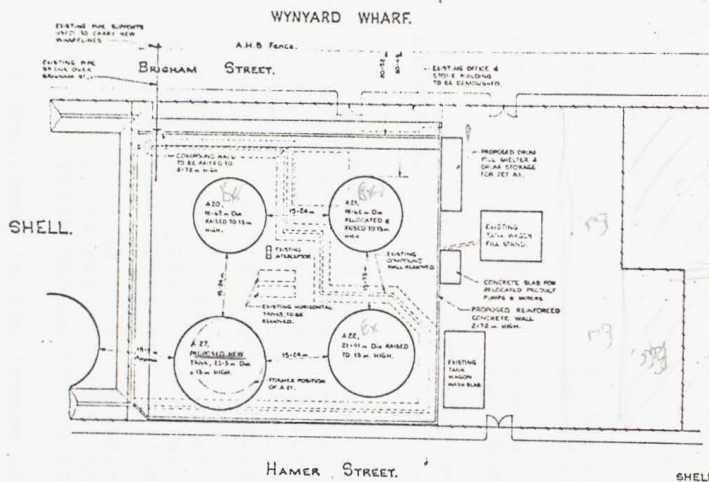
re: BP New Zealand Limited and Auckland Harbour Board

We enclose for your information a copy of a conditional use application which our client intends to file to enable the erection of some new storage tanks and the relocation of others in its Hamer Street and Brigham Street installations. Mr Walshe and, we think Mr Berry, have discussed this proposed application with Mr Burgess but, before we file it, we should be grateful to receive any comments you have.

We think it is probably necessary, in terms of the leases, for our client to obtain your client's consent to these works but we would hope that that matter could be dealt with whilst the conditional use application is awaiting hearing. As, according~~ly~~ to the Auckland City Council it would be at least three months, and probably longer, before the application could be heard, we would like to file the application with the minimum of delay.

Yours faithfully,
CAIRNS SLANE FITZGERALD & PHILLIPS

per: *G.J. Judd*



1. DRAWING
2. CHECKED
3. DESIGNED
4. APPROVED
5. EXISTING
6. NEW
7. SCALE

SCALE	1:500
DATE	11-8-77

AUCKLAND, FREEMANS BAY INSTALLATION.

PROPOSED ARRANGEMENT OF TANKS FOR STORAGE & HANDLING OF WHITE & BLACK OILS.

SPECIFICATION NO. SHEET OF SHEETS

BP NEW ZEALAND LIMITED

B14256

APPLICATIONS FOR CONSENTS TO CONDITIONAL USE,

and

CONSENTS TO WORKS CONTRARY TO A PROPOSED CHANGE ?

TO : The Town Clerk,
Auckland City Council.

This applications are made under sections 28C and (lest it be held in any quarter necessary) 30B of the Town and Country Planning Act 1953.

1. APPLICATION is hereby made for consent to erect one new tank, to relocate and raise another tank, and to raise two existing tanks, as indicated in the plan lodged herewith, such tanks to be used for the storage of goods in class 3 in the Schedule to the Dangerous Goods Act 1974, excluding motor spirit and other goods comprised in class 3(a).

The property in respect of which this application is made is the site of the applicant's Brigham Street installation in Freemans Bay, and the legal description is :

Lots 49 to 58 inclusive on Plan 27338 being part of the land in Certificate of Title Volume 599 Folio 146 North Auckland Registry.

The applicant is the lessee of the property.

No special conditions, restrictions or provisions are proposed for the application.

Name of Owner : Auckland Harbour Board, Private Bag,
Auckland

Name of Occupier : Europa Oil New Zealand Limited,
P.O. Box 39001, Auckland.

The applicant does not consider any persons to be particularly affected.

2. APPLICATION is hereby made for consent to erect two new storage tanks, and a service tank as indicated in the plan lodged herewith, such tanks to be used for the storage of good in class 3 of the Schedule to the Dangerous Goods Act 1974, excluding motor spirit and other goods comprised in class 3(a).

The property in respect of which this application is made is the site of the applicant's Hamer Street installation in Freemans Bay, and the legal description is :

Lots 15 to 21 inclusive and part Lot 22 on Plan 27338 being part of the land in Certificate of Title Volume 599 Folio 146 North Auckland Registry.

The applicant is the lessee of the property.

No special conditions, restrictions or provisions are proposed for the application.

Name of Owner : Auckland Harbour Board, Private Bag,
Auckland

Name of Occupier : Europa Oil New Zealand Limited,
P.O. Box 39001, Auckland.

The applicant does not consider any persons to be particularly affected.

DATED at Auckland this . day of 1977

Signature : EUROPA OIL NEW ZEALAND
LIMITED by its solicitor

G.J. JUDD

Full name of applicant : EUROPA OIL NEW ZEALAND LIMITED

Address for Service : C/- Cairns Slane Fitzgerald & Phillips,
Solicitors, P.O. Box 6849, Auckland. 1.

BP New Zealand Limited



Head Office & Wellington Branch
BP House - 20 Customhouse Quay - Wellington. P.O. Box 892

The General Manager,
Auckland Harbour Board,
P.O. Box 1259,
AUCKLAND.

12 SEP 1977

Date Our Ref
9 September, 1977

Your Ref Telephone
ANSU. 729727

Dear Sir,

LUBE OIL BASE GRADE STORAGE - AIKEN BLOCK

Further to Russell McVeagh's letter to our solicitors' dated 19 August 1977 and our solicitors' recent reply, and the meeting last Friday between Messrs Burgess, Seager and Albrecht representing the Board, and Messrs Berry, Reader and Walshe of BP, we confirm that we wish to erect six bulk storage tanks, services and blending buildings, pumps and heat exchangers, and a lorry fill facility on the Aiken Block as portrayed on the attached drawings Bl4268, sheets one and two. *2.9.77. Dated drawings? 2.9.77*

These facilities are urgently required for the receipt and storage of lube oil base grades to be landed via pipeline from the Wynyard Wharf. Forecasted importation is 6,500 tonnes in the first year and will mean significant additional tonnage over the Auckland Harbour Board wharves.

The urgent need for these facilities has arisen because of the recent advice from Castrol that their storage is required for base grades which are not compatible with ours, and therefore new tankage must be provided for the arrival of the tankship which is currently scheduled for mid January 1978.

The alternative sites available for these products are needed to provide for the relinquishment of the Mechanics Bay Installation, and if we were to utilise these Europa sites, this would prevent the overall relocation programme proceeding. The buildings are required to house plant for electrical, heating, blending and compressed air services.

*Cleaver for P/O 13.9.77. Rep of BP Wgh due 14.9.77.
See above. 2/...*

G/H

Telex
N Z 3335

Telegraphic Address:
Beepce Wellington

Due to the limited time available, we are seeking immediately, tenders for the erection of the tanks and buildings, and will shortly be lodging applications for building permits with the Auckland City Council.

As advised, we will be submitting detailed proposals of the relocation programme from Mechanics Bay and tank construction at Freemans Bay to your Board for their comment prior to submitting conditional use applications to the City Council. It is expected that the details and drawings will be with your Officers by 20 September 1977.

→ In respect of our requirement to construct the base grade tanks, we request your urgent advice as to whether the Board has any objections to this development, as we wish to be in a position to commence construction on or before 30 September 1977.

Yours faithfully,
BP NEW ZEALAND LIMITED

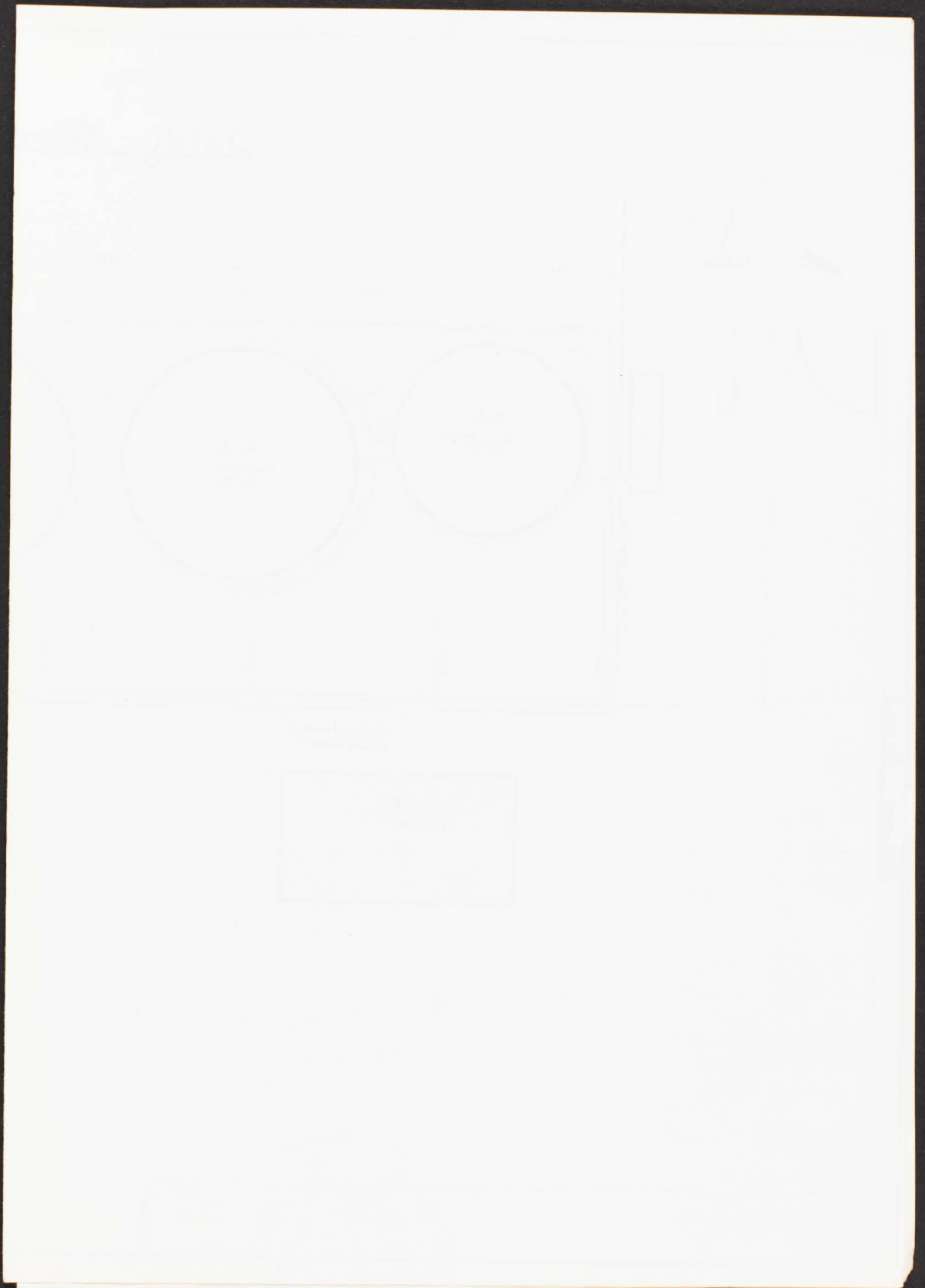


PP A.G. Berry
OPERATIONS MANAGER

ENCL.

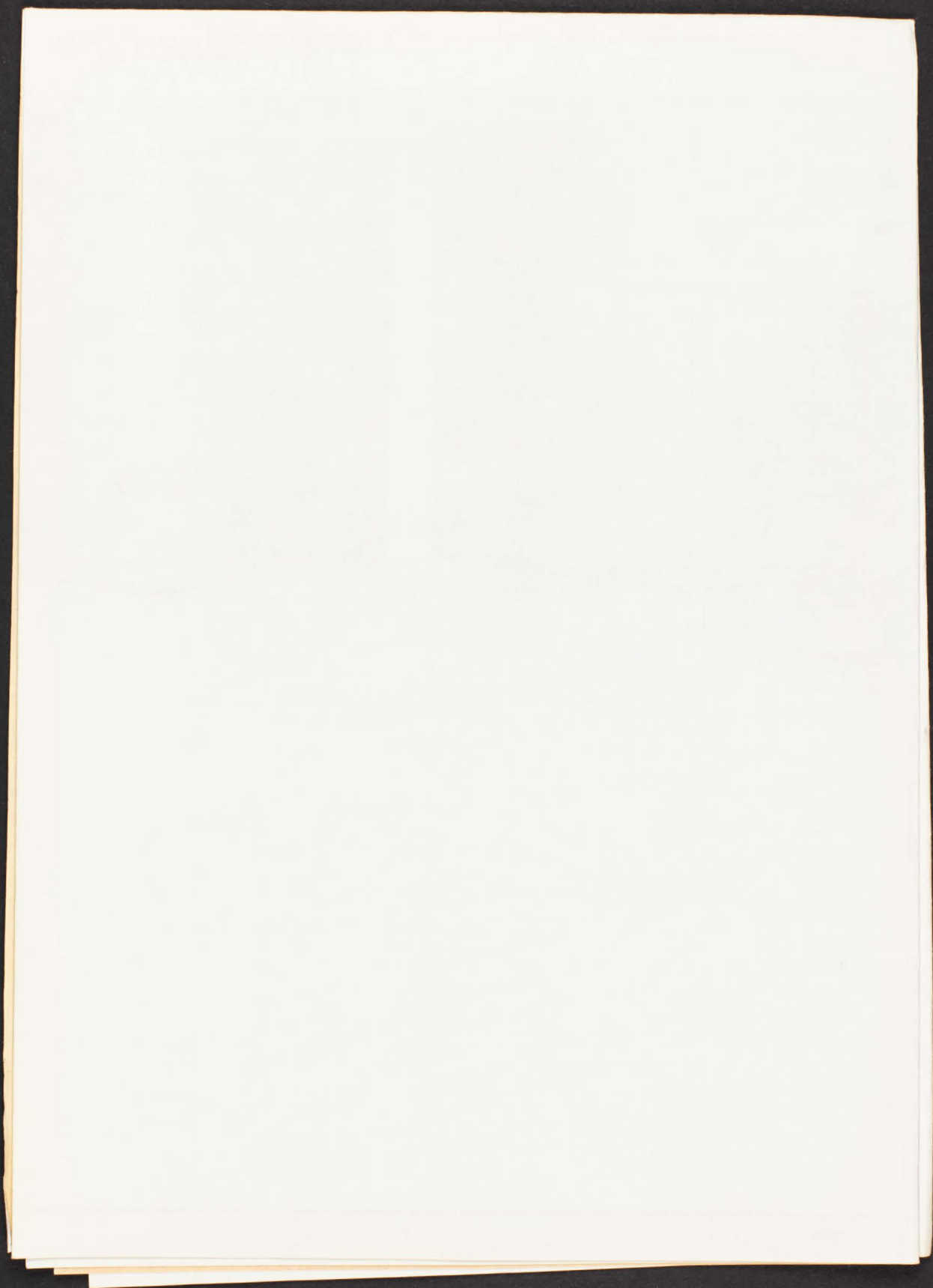
C/c Situation.

- 1 The extent of tank site installations on the latter block are not subject to a Town Planning Council approval.
- 2 Letter block available to BP for use under certain conditions and related to latter move.
- 3 If conditions are not met the extent of tank site installations remain a matter between BP & the Board
- 4 Whether there is anything in 3 which if it proceeded in violation breaches T.P. process and prejudice





TK



BP New Zealand Limited



Head Office & Wellington Branch
BP House - 20 Customhouse Quay - Wellington. P.O. Box 892

Date Our Ref. Your Ref. Telephone
729-729

RELOCATION OF BP NEW ZEALAND
FACILITY AT MECHANICS BAY AND CONDITIONAL
USE APPLICATION - FREEMANS BAY

Telex
N.Z. 3335

Telegraphic Address
Essoce Wellington

11
M.A.P.
INITIALS
NT
D
C
U

BP New Zealand Limited



Head Office & Wellington Branch
BP House - 20 Customhouse Quay - Wellington. P.O. Box 892

The Chairman,
Auckland Harbour Board,
P.O. Box 1259,
AUCKLAND.

Date	Our Ref.	Your Ref.	Telephone
19 September 1977		OL3/222	729-729

Dear Sir,

RELOCATION OF BP NEW ZEALAND FACILITY AT MECHANICS BAY
AND CONDITIONAL USE APPLICATION - FREEMANS BAY

1. Preamble

Pursuant to recent meetings between the Auckland Harbour Board's Officers and the Company to discuss the tenancy agreement of the one acre of the Aiken Block and the construction of bulk tanks for base grade lubricants, we consider it pertinent to seek your assistance to provide the agreement necessary for us to proceed with our immediate plans. In seeking this assistance we wish to further restate the Company's requirement for and utilisation of land which the Board agreed to make available by lease arrangements at Freemans Bay and also to reaffirm our plans for the relocation of the Company's facilities from Mechanics Bay.

In general the Company's development programme has not deviated from that set out in our letter to the Board's General Manager, dated 22 September 1976, with the exception that time has given us the opportunity to reconsider certain aspects of the development plans, in the interest of making the maximum use of the land available, as well as, maintaining at all times the minimum storage capacity needed to meet the demands of the Auckland market. The development programme presented to the General Manager, in the aforementioned letter, has been subjected to some delays, mainly due to the unavailability of the revised Dangerous Goods Regulations (yet to be published), which has necessitated the revision of the setting out of the various storage installations, so as to meet the requirements of the 1958 Dangerous Goods Regulations.

2/...

Telex

Telegraphic Address:

2. Documents

The following documents are enclosed to assist you to visualise the Company's proposals for the development of the various sites at Freemans Bay and the relinquishment of the majority of Mechanics Bay. The areas of land under consideration remain unchanged to those set out in the letter of 22 September 1976.

- B11294 - Mechanics Bay Installation - General Layout.
- 1/0/5 - Europa Oil (N.Z.) Limited - Auckland Installation - General Layout.
- B13959 - Auckland - Freemans Bay development - Development Plan.
- B14268 - Sheet 1, - Aiken Block development - General layout of bulk tanks, services and lorry filling shelter.
- B14268 - Sheet 2 - Aiken Block development, elevation of bulk tanks, services and lorry filling shelter, location plan.
- B14215 - Aiken Block, Lube Blending Plant building plan - elevations and section.
- B14273 - Aiken Block - development sequence.
- B14277 - Sheets 1 and 2 - Freemans Bay development and Mechanics Bay release sequence.

3. Conditional Use Application - Freemans Bay Development

After consultation with your Committee and Officers, the Company's legal advisor's will be instructed to progress without delay an Application for Conditional Use of the Brigham Street and Hamer Street sites for additional storage and associated facilities, as set out in Plan B13959 Freemans Bay development, which supersedes the proposed application for Stage 1 only. A conditional use application is not required for the proposed development for the Aiken Block, because that development complies with the Predominant Use Ordinances of the Auckland City Council District Scheme. Plan B13959 portrays the storage capacities, product filling, handling and blending facilities and attended facilities such as offices, stores and workshops to provide the Company with the necessary facilities in Auckland following the relocation of the majority of Mechanics Bay. It must be pointed out at this stage that this plan provides very little expansion on the Company's existing facilities currently spread between Mechanics Bay and Freemans Bay and thus provides nothing in the way of additional land to meet the expansion of the Auckland City consumption in petroleum products.

4. Development Sequence

We have endeavoured to portray in pictorial form in the above plans the proposed development of the land in question in Freemans Bay, stage by stage and the corresponding phasing of the release of sections of Mechanics Bay. The following is set down to assist in understanding those plans.

a. Plan B14273 Aiken Block One Acre Site Development

Three stages are shown in the development of one acre of the two acre Aiken Block and these are:-

- Step 1. The current earthworks and drainage necessary to prepare the site.

- Step 2. The erection of base grade storage tanks and wharflines with services buildings and LFS.
- Step 3. The construction of a lube blending plant building and the erection of blended product storage tanks

The lube blend plant building replaces those buildings marked lube store and byprox blending and store on drawing B11294 (Mechanics Bay) and the blended product storage tanks those tanks marked A50 to A56 on the same drawing.

b. Plan B14273 Aiken Block Two Acre Site Development

Step 4. Portrays the warehouse that needs to be constructed to enable the oil store (warehouse) in Hamer Street to be converted to a workshop/store so as to replace those buildings labelled fitters shop/PR store/garage building and store/aviation fitters workshop at Mechanics Bay. Step 4 also portrays the space required, in conjunction with space at Brigham Street and Hamer Street to provide parking for tank wagons following the transfer of the Company's operations from Mechanics Bay to Freemans Bay.

Step 5. Indicates the ultimate possible development of the 2 acre Aiken lot with an extension to the warehouse and the construction of a 2 storey administration centre which will replace the current office at Mechanics Bay.

→ The 2 acre site development is timed to commence after the approval of the Freemans Bay Conditional Use Applications and requires 9 months for completion.

c. Plan B 14277 - Sheet 1

This portrays the Brigham, Hamer Street and Mechanics Bay Installations as they are at present and Stage 1 of the development of Brigham and Hamer Street sites. This includes the demolition of buildings and the preparation of the Victor Plasters and Zinc Oxide sites for further storage; the construction of tanks A24 and A25 on Hamer Street; and the demolition of drum filling and other buildings, the relocation and raising of tank A21, the raising of tank A20 and the construction of new drum filling facilities on Brigham Street. The timing for this stage is estimated to be 9 months after the receipt of the approved Conditional Use Application. Portrayed also in Stage 1 is the demolition of tank A5, the temporary relocation of tank A30 and the construction of an earth bund wall and a fence to release 1½ acres of Mechanics Bay to the Board, believed possible at the end of 9 months from the commencement of the development programme.

d. Plan B 14277 - Sheet 2

This plan portrays the 2 additional stages necessary in developing the Freemans Bay complex (partially in conjunction with the Aiken Site) in order to release the remainder of the Mechanics Bay land, save approximately 1 acre considered necessary for fuel oil bunkering of container vessels.

Stage 2 shows the Hamer Street store converted into a workshop/store and an existing building demolished to provide further tankwagon parking; the construction of an additional tank A27, the raising of tank A22, further rearrangement of bund walls to provide additional storage for drums and the relocation of tanks A9 and A30 from Mechanics Bay and the construction of a further tank A31 on the Brigham Street site. Correspondingly, Stage 2 portrays the demolition of the A9, A10, A11 and A40, the demolition of the lube store, workshop and main store buildings, and the construction of further temporary earth bund wall at Mechanics Bay. Stage 2 is anticipated to be completed 15 months after the commencement of the development programme.

Stage 3 portrays the construction of the despatch office, further drum filling facilities and the relocation of tanks A10 and A11 on Brigham Street and the relocation of tanks A6, A7 and A2, with certain services facilities, fencing and bunding in an area of land in Mechanics Bay. This incorporates a crescent shape section of land between the current eastern boundary and the railway and the smallest parcel of land necessary to provide this complex for the bunkering of container vessels, whilst making available to the Harbour Board the maximum possible amount of land at Mechanics Bay. It is envisaged that Stage 3, which includes the release of this land would be completed 18 months after the commencement of the development programme, with the construction of the bunkering complex at Mechanics Bay requiring at least a further 3 months for completion.

e. Plan B 13959 Freemans Bay Development

This portrays a group of small tanks marked non-dangerous goods storage that could be constructed to provide a small amount of additional storage in that area.

5. Base Grade Storage Tanks - Aiken Block

Notwithstanding the proposed development programme outlined above, we consider it imperative to bring to your attention the urgent need we have to construct 3 base grade storage tanks before the end of this year and 3 further tanks before the end of March 1978 in the Freemans Bay area as Castrol are now unable to accommodate our requirements. It was our understanding, from our discussions with the Oil Committee, that when we released the Western Yard of Mechanics Bay at the end of last year, we were to be given the one acre Aiken Block to develop for the storage and blending of lubricating oils and have thus developed plans and specifications to a stage where tenders have been called and contracts can be let. We also understood that the Committee could not approve long term leases for the time being. It is imperative therefore, (and we seek the Committees' assistance), that an agreement be given to permit us to proceed without delay, to enable us to meet shipping deadlines, bearing in mind, at all times, that this construction work forms part and always has formed part, of the overall development plans for Freemans Bay and the relinquishment of Mechanics Bay.

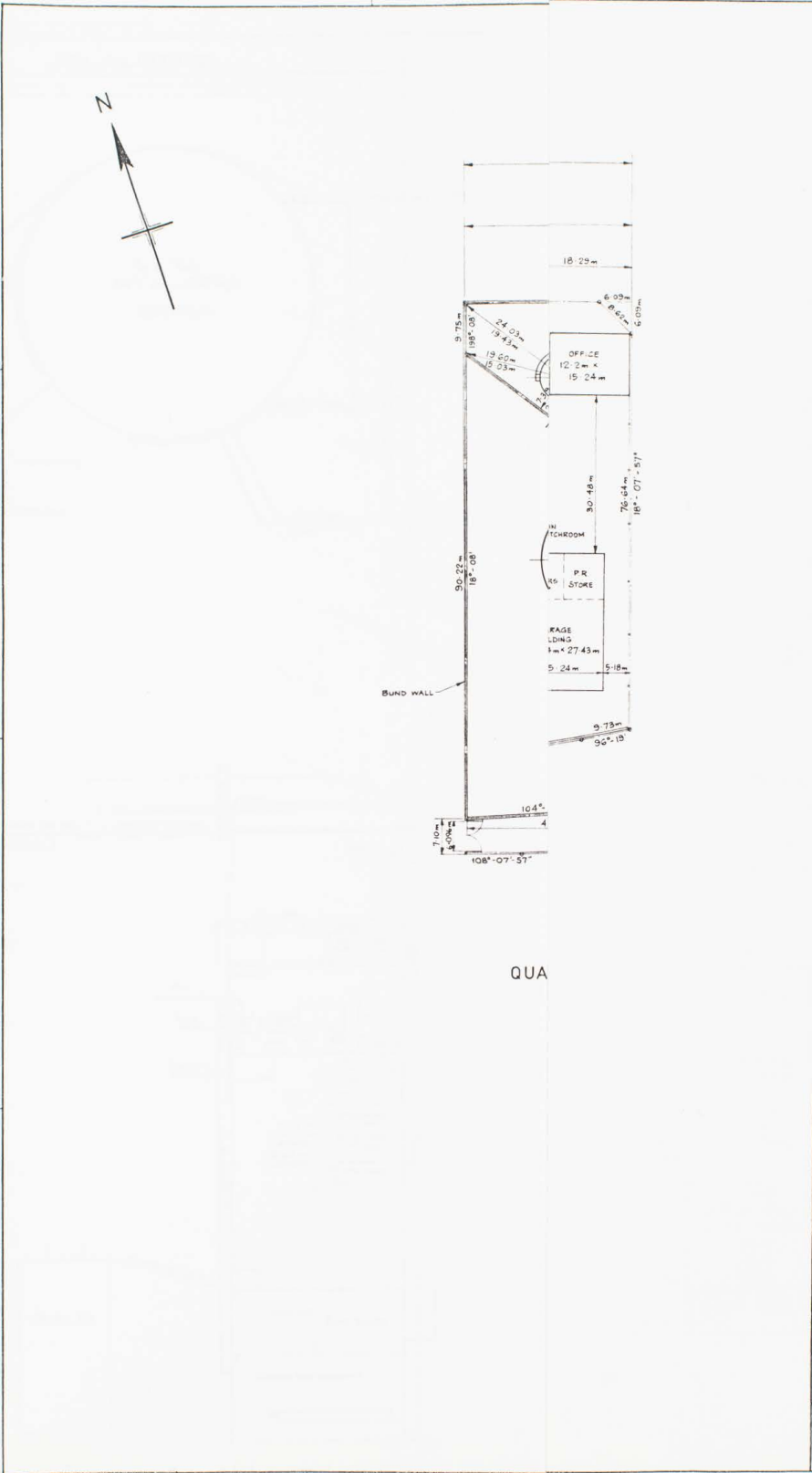
Your urgent consideration and agreement would be appreciated, and if necessary we would be happy to discuss the matter urgently with the Committee.

Yours faithfully,
BP NEW ZEALAND LIMITED



Operations Manager

76
S M A P
ENT
ED
C



REMARKS

C	FAR WEST LOT DELETED	14/9/77	kk
B	REDRAWN & METRICATED	1-9-76	M.A.B.
A	UPDATED	AUG 68	
SUFFIX	AMENDMENT	DATE	INITIALS

SCALE	DESIGNED
1:500	DRAWN M. A. BOYES
	TRACED
	CHECKED
DATE	APPROVED
1-9-76	<i>[Signature]</i>
	ENGINEERING SUPERINTENDENT

AUCKLAND
MECHANICS BAY
INSTALLATION

GENERAL
LAYOUT

SPECIFICATION NO
SHEET OF SHEETS

BP NEW ZEALAND LIMITED

	B11294	C
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SHELL OIL (NZ) LTD

No 6 Tank
104'-0" dia x 42'-0" high
2,250,000 gals.

8" DIA FLOW APPLICATION PIPE

8" DIA FLOW APPLICATION PIPE

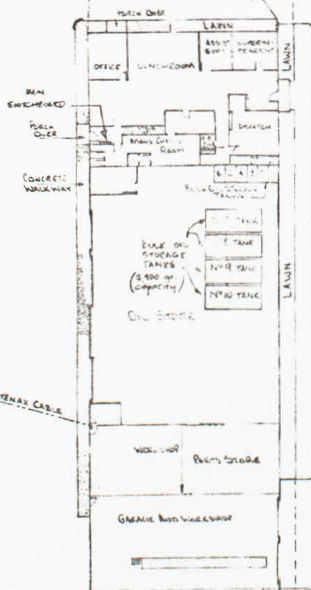
8" DIA FLOW APPLICATION PIPE

INTERCEPTOR
SEPARATOR

HAMMER STREET

WESTERN WHARF

CONCRETE WALL WITH FLOOR LAYOUT OF TANK ROOM
BOTTOM CABLE



1948 EMBOD 1: 1-10-58 UNLTD APPROVED
NOTE REFER TO 2 - 12-6-58 (LAYOUT AMENDED)

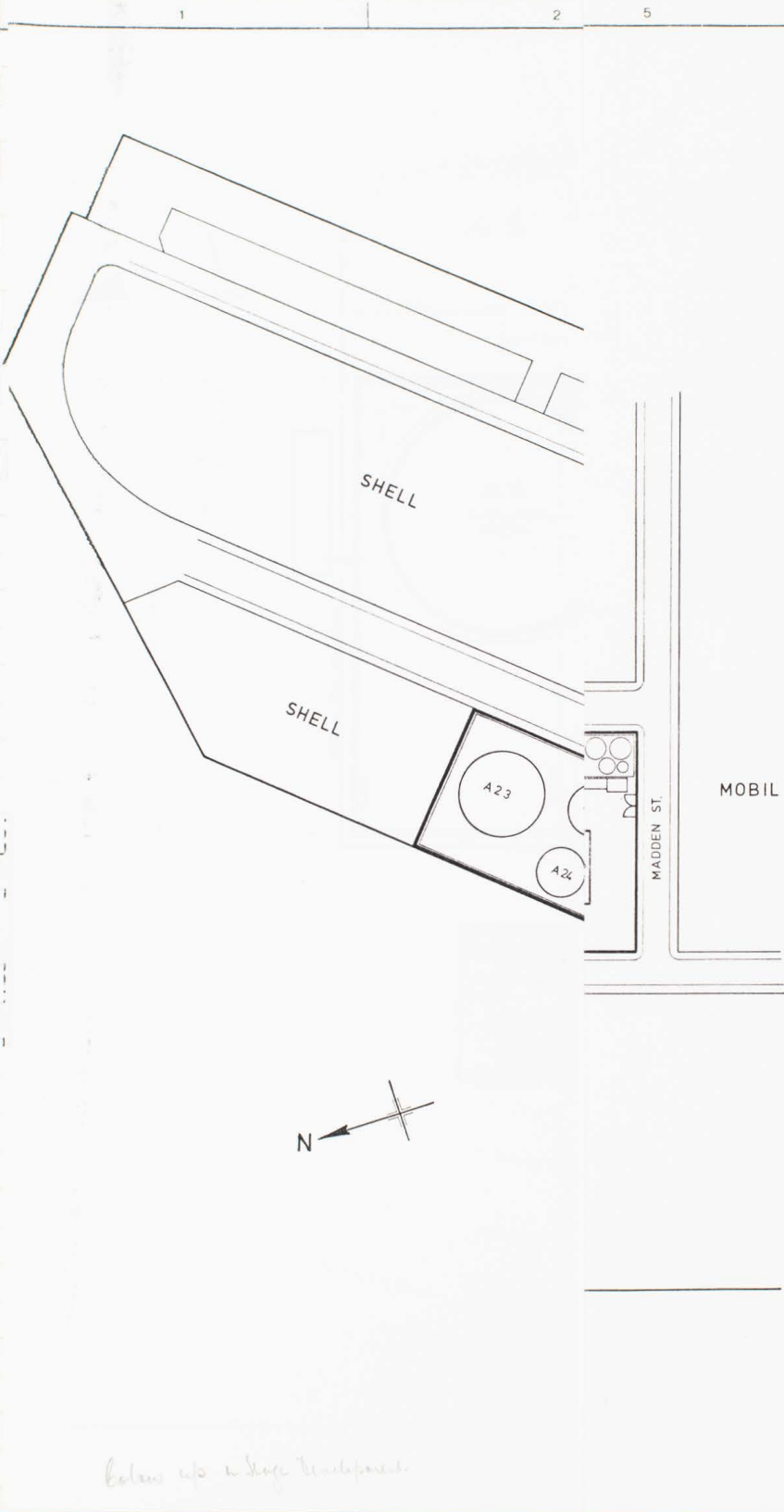
AUCKLAND INSTALLATION

GENERAL LAYOUT

TANK	NO.	SIZE	DATE	REMARKS

LEASED FROM A.H.B. 50'-0" WIDE x 155'-0" LONG

1/2/5



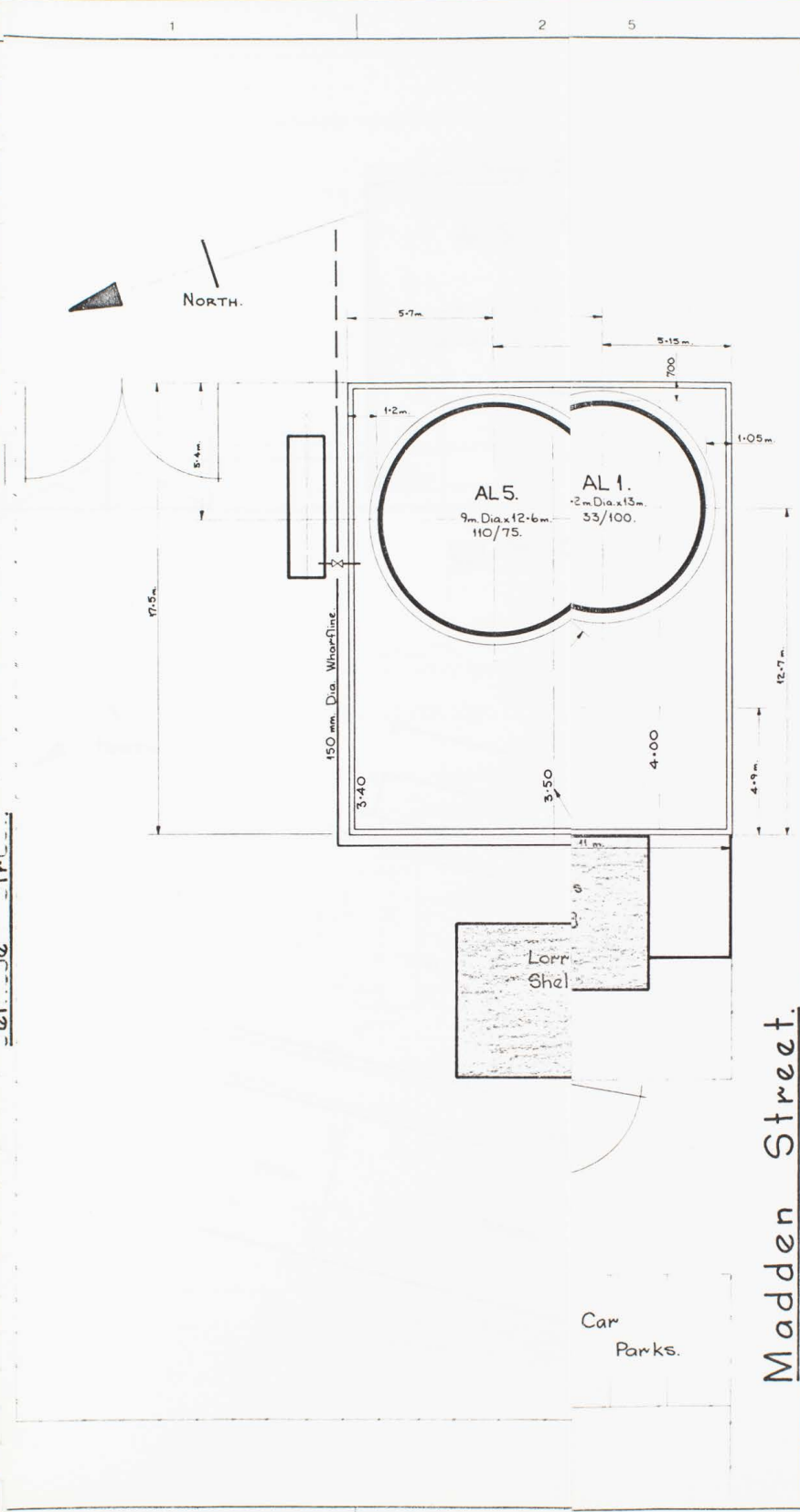
below up to Stage Development

REMARKS			
SUFFIX	AMENDMENT	DATE	INITIAL
SCALE	DESIGNED		
1: 1000	DRAWN M. A. BOYES		
	TRACED		
	CHECKED		
DATE	APPROVED		
26-8-77	 ENGINEERING SUPERINTENDENT		

AUCKLAND
FREEMANS BAY
DEVELOPMENT

DEVELOPMENT
PLAN

SPECIFICATION NO	
SHEET	OF SHEETS
BP NEW ZEALAND LIMITED	
	B13959



REMARKS

SUFFIX	AMENDMENT	DATE	INITIALS
SCALE	DESIGNED	APPROVED	
1:100	DRAWN	 ENGINEERING SUPERINTENDENT	
	TRACED LYNNE KENNY		
	CHECKED <i>Alan Toote</i>	DATE	
		2.9.77	

AUCKLAND
AIKEN BLOCK
DEVELOPMENT.

GENERAL LAYOUT
OF BULK TANKS,
SERVICES &
LORRY FILL
SHELTER.

Madden Street.

SPECIFICATION N^o
SHEET 1 OF 2 SHEETS

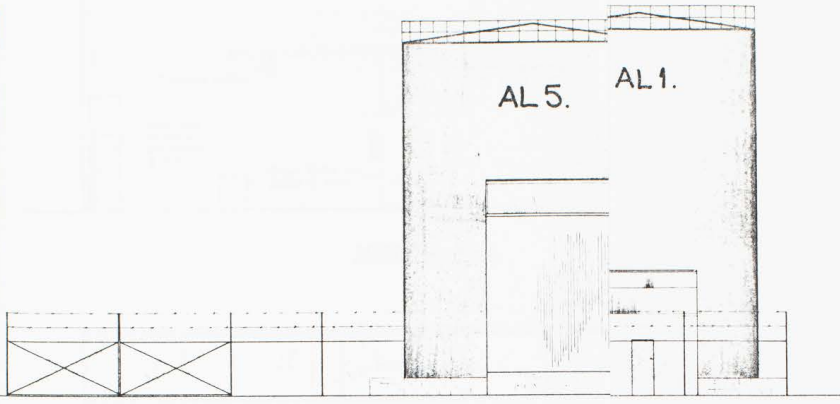
BP NEW ZEALAND LIMITED

	B 14268
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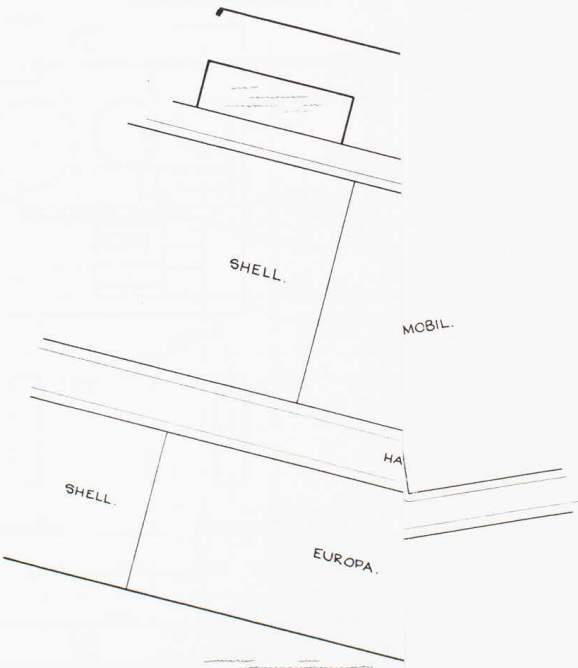
el...je tr

Car
Parks.

REMARKS



Lorry Filling Shelter. / vicas ting



A TRACED, ORIG. DAMAGED 12/9/77

SUFFIX AMENDMENT DATE INITIAL

SCALE	DESIGNED
1:100	DRAWN LYNNE KENNY
1:1000	TRACED LYNNE KENNY
	CHECKED

DATE	APPROVED
12.9.77	<i>J. McLeod</i> ENGINEERING SUPERINTENDENT

**AUCKLAND
AIKEN BLOCK,
DEVELOPMENT.**

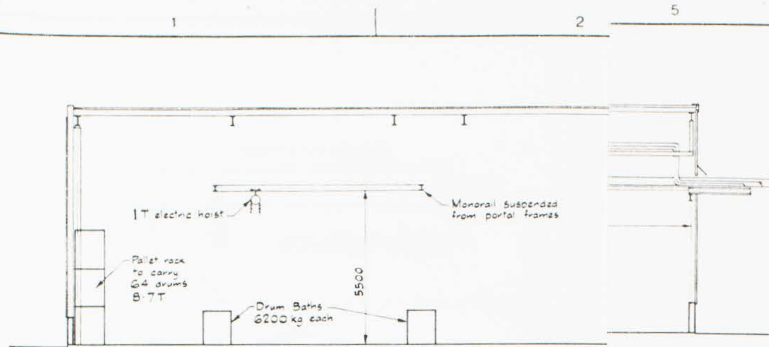
**ELEVATION OF
BULK TANKS,
SERVICES &
LORRY FILLING
SHELTER,
LOCATION PLAN.**

SPECIFICATION NO

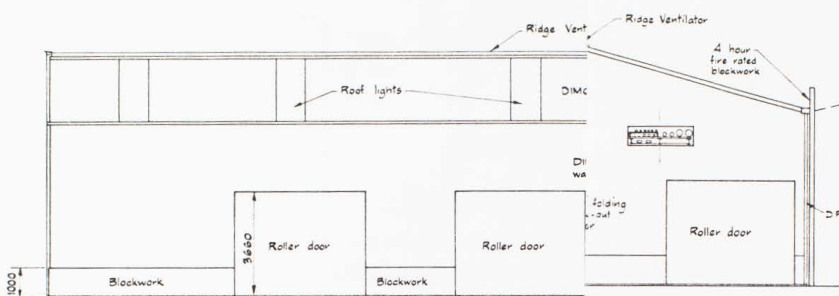
SHEET 2 OF 2 SHEETS

BP NEW ZEALAND LIMITED

 B 14268

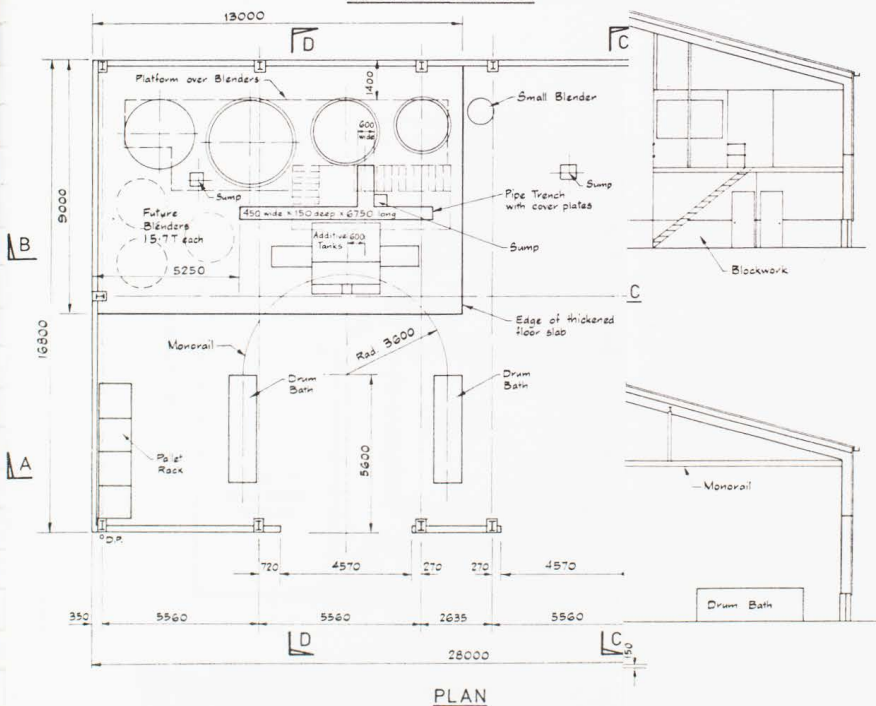


SECTION A-A



SOUTH ELEVATION

ELEVATION



PLAN

B-D

REMARKS

LOCKERS & WASHROOM

Wall & Ceiling linings - Serotone
Floor - Vinyl covered

LUNCHROOM & OFFICE

Walls - Gyprock Board
Ceilings - Plux
Floor - 18mm Particle Board vinyl covered,
on 150 x 50 joists

LABORATORY

Walls & Ceilings to be minimum 1/2 hour F.R.R.
Floor - Vinyl covered concrete
Fume cupboard contains gas, H & C water,
sink drainage to S sewer
Solvent sink drainage to container under
bench for separate disposal.

Note: Exterior wall & roof cladding to
above rooms (inside building)
to be 10mm Particle Board.
Construction to be normal timber
framed above blockwork

B	ALTERATIONS TO AMENITIES BLOCK: PIPE TRENCH ADDED	8-6-77	M.A.B.
A	DIRECTION ON ELEVATION VIEWS ADDED	27-5-77	M.H.
SUFFIX	AMENDMENT	DATE	INITIAL

SCALE	DESIGNED
1:100	DRAWN A READER
	TRACED M.A. BOYES
	CHECKED <i>[Signature]</i>

DATE	APPROVED
25-5-77	<i>[Signature]</i>
	ENGINEERING SUPERINTENDENT

AUCKLAND
AIKEN BLOCK

LUBE BLENDING
PLANT BUILDING

PLAN, ELEVATIONS
AND SECTIONS

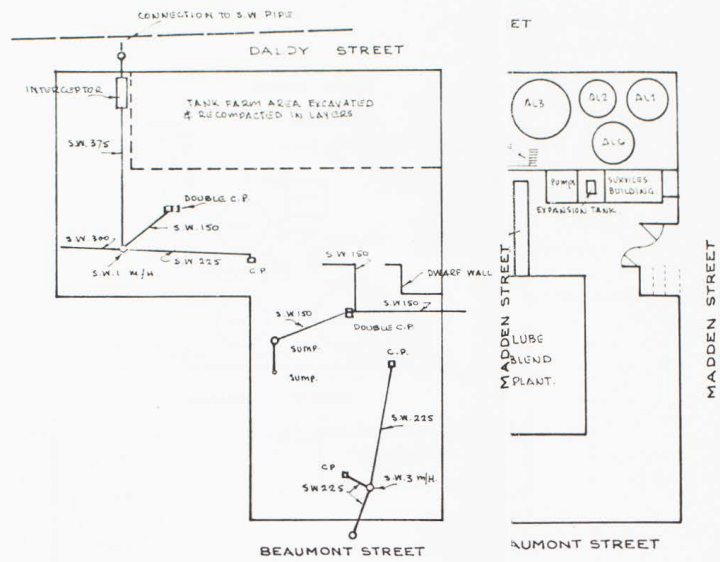
SPECIFICATION NO
SHEET 1 OF 1 SHEETS

BP NEW ZEALAND LIMITED

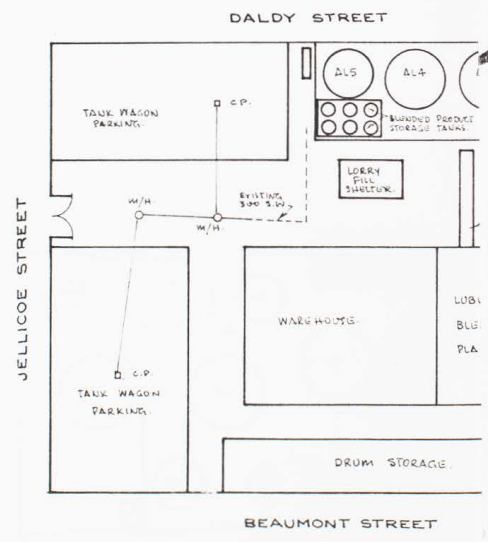


B14215

REMARKS



STEP 1 SITE PREPARATION. EXCAVATION & COMPACTION OF TANK FARM PRODUCT STORAGE. LENO PLANT, PIPE BRIDGE
 AND TANK FOUNDATIONS COMPLETED OCT 1977. COMPLETION END OCT 1977.



SEED 4 - WAREHOUSE & TANK WAGON PARKING
 CONSTRUCTION OF WAREHOUSE TO HOUSE STORES & PRODUCT HANDLING FACIL
 TANK WAGON PARKING FOR VEHICLES BY MECHANICS BAY, GRADING & STORM
 SURFACING OF YARD

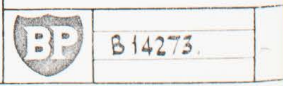
Colours as Shown on Plan

A STREET NAMES ADDED		M/H
SUFFIX	AMENDMENT	DATE INITIAL
SCALE	DESIGNED	H.H.
1:500	DRAWN	L.H.
	TRACED	W. HAMILTON.
	CHECKED	H.H.
DATE	APPROVED	
13.9.77	<i>J.P. [Signature]</i>	ENGINEERING SUPERINTENDENT

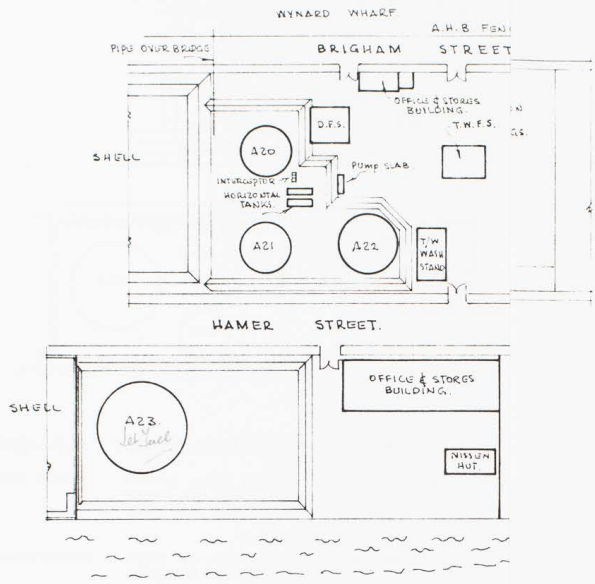
**AUCKLAND,
AIKEN BLOCK.**

**DEVELOPMENT
SEQUENCE.**

SPECIFICATION NO	
SHEET	OF SHEETS
BP NEW ZEALAND LIMITED	

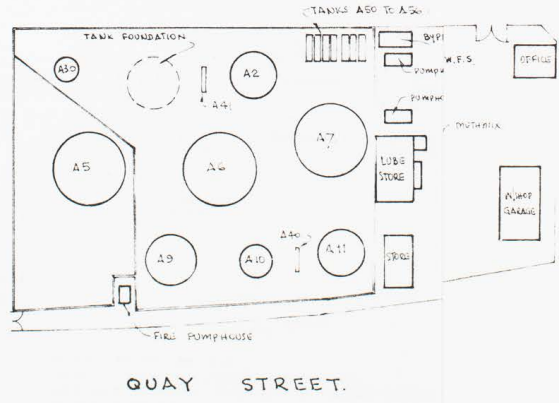


REMARKS



EXISTING LAYOUT AT THE TIME OF CONDITIONAL USE APP

ADJAC. REMOVED.
ADJAC. REMOVED.
ADJAC. REMOVED.




A5 & A11 REMOVED
ADJAC. REMOVED TEMPORARY BOND

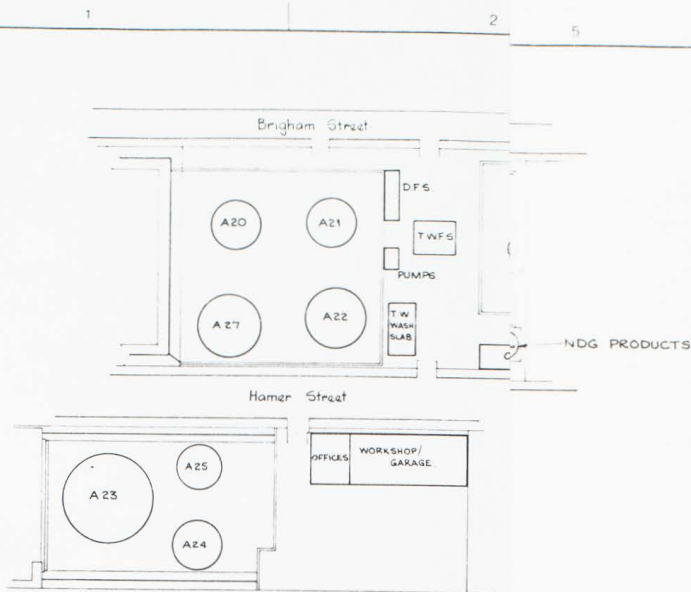
Colours as shown on plan.

SUFFIX	AMENDMENT	DATE	INITIAL
SCALE	DESIGNED		
1:1000	DRAWN	[Signature]	
	TRACED	W. HAMILTON	
	CHECKED	[Signature]	
DATE	APPROVED		
16-9-77	[Signature]		
ENGINEERING SUPERINTENDENT			

AUCKLAND.

**FREEMANS BAY DEVELOPMENT
& MECHANICS BAY RELEASE
SEQUENCES.**

SPECIFICATION NO	
SHEET	1 OF 2 SHEETS
BP NEW ZEALAND LIMITED	
	B 14277

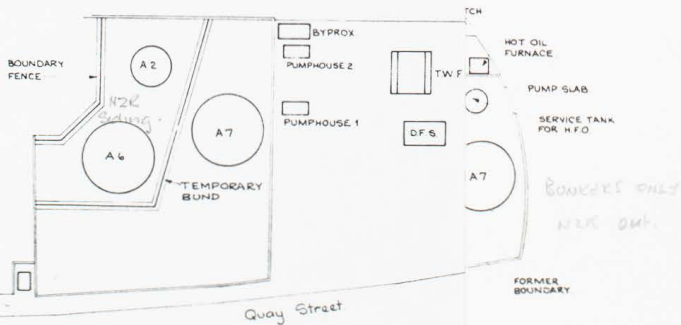


Stage 2; 15 MONTHS AFTER CONDITIONAL USE APPROVAL.

HAMER STREET. EXISTING STORES BUILDING CONVERTED TO WORKSHOP/GARAGE
 NISSEN HUT DEMOLISHED.
 TANK A22 RAISED, TANK A27 CONSTRUCTED.

BRIGHAM STREET. TANKS A9, A30 RELOCATED FROM MECHANICS BAY.
 TANK A31 CONSTRUCTED.

AIKEN BLOCK. TANK WAGON PARKING ON AIKEN BLOCK.



MECHANICS BAY REMOVE A9, A10, A11, A40.
 DEMOLISH WORKSHOP, LUBE STORE AND STORE.
 CONSTRUCT TEMPORARY BUND AROUND A2, A6 TO ALLOW
 RELOCATION OF A7.

below is stage 2 plan.

REMARKS

SUFFIX	AMENDMENT	DATE	INITIALS

SCALE	DESIGNED
1:1000	DRAWN <i>LK</i>
	TRACED LYNNE KENNY
	CHECKED <i>LK</i>
DATE	APPROVED
19-9-77	
	ENGINEERING SUPERINTENDENT

**AUCKLAND,
 FREEMANS BAY
 DEVELOPMENT &
 MECHANICS
 BAY RELEASE
 SEQUENCE.**

SPECIFICATION NO
 SHEET 2 OF 2 SHEETS
 BP NEW ZEALAND LIMITED

