

Attachment I:

Amended MOU by RST in Response to MPDC  
Recommendations

*Link betw. P Change  
& MOU - physical works*

DATED THIS 8<sup>TH</sup> DAY OF FEBRUARY 2018

**AGREEMENT IN RESPECT OF:**

HOBBITON MOVIE SET

**BETWEEN:**

RINGS SCENIC TOURS LIMITED; AND  
MATAMATA-PIAKO DISTRICT COUNCIL

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## 1. PARTIES

- 1.1 The parties to this Agreement are:
- a) Rings Scenic Tours Limited (RSTL); and
  - b) Matamata-Piako District Council (MPDC).

## 2. BACKGROUND

- 2.1 Rings Scenic Tours Limited (RSTL) operates tourism activities from the site known as Hobbiton Movie Set at 501 and 502 Buckland Road, Matamata. The current activities include tours of the movie set which was used for *The Lord of the Rings* and *The Hobbit* film trilogies as well as a restaurant/bar, café, visitor centre with retail and ancillary maintenance and staff facilities. Special events are held from time to time such as movie premieres, weddings, functions and themed concerts.
- 2.2 Set construction at the site initially began in March 1999 for the filming of *The Lord of the Rings* film trilogy. The set construction for *The Lord of the Rings* was temporary and following the completion of filming, large parts of it were removed from the site altogether. The set was rebuilt in 2011 for filming of *The Hobbit* film trilogy and it is now a permanent tourist attraction. Tours of the movie set began in 2002 and the annual number of visitors has increased year on year thereafter, with visitor numbers significantly increasing from 2011. Hobbiton Movie Set is now well established as an internationally renowned and multi award-winning tourist attraction. It is New Zealand's third largest tourist destination, attracting approximately 17% of all international visitors to New Zealand. An economic assessment in August 2017 valued the economic benefit of Hobbiton to the Matamata-Piako District at \$78 million additional annual expenditure with additional employment of 393 FTE jobs.
- 2.3 The site is currently zoned Rural under the Operative Matamata-Piako District Plan ("ODP"). The current activities are not provided for in the ODP in terms of specific objectives and provisions which recognise the use of the site for tourism activities. The existing activities are therefore subject to resource consents which have been granted by both the Matamata-Piako District Council (MPDC) and the Waikato Regional Council (WRC). Significant growth in visitor numbers to Hobbiton Movie Set has resulted in non-compliance with a condition of a resource consent granted by the Matamata-Piako District Council which limits the maximum number of visitors per annum to 300,000 people. There were approximately 552,000 visitors in the financial year April 2016 to March 2017.
- 2.4 RSTL are seeking a Private Plan Change to the ODP to introduce new objectives, policies and rules to enable the ongoing operation and growth of tourism activities within an appropriate planning framework. The Plan Change recognises that the activities are well established, are in part non-rural (despite the Rural zoning of the site) and they make a significant contribution to the economic and social wellbeing of the Matamata-Piako District and the Waikato Region. The proposed mechanism is a Development Concept Plan (DCP) for Hobbiton Movie Set which will form part of the ODP.
- 2.5 To support the Plan Change an Integrated Traffic Assessment (ITA) was prepared by traffic engineering consultants, Bloxam Burnett and Olliver Limited. The ITA assesses the traffic effects of the existing Movie Set activities and those future activities that would be permitted under the provisions of the DCP (should the plan change be adopted).
- 2.6 The ITA recommends a one-off financial contribution for the accelerated pavement deterioration to Buckland Road from heavy vehicles associated with increased visitor numbers, and physical works to improve traffic safety on Buckland Road. Due to the one-off and operational nature of the financial contribution and the physical works respectively, the parties agree that they be addressed through this Agreement and potentially as standards of the DCP.

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## AGREEMENT

### 3. FINANCIAL CONTRIBUTION

- 3.1 The parties have agreed that a one-off financial contribution of \$99,000.00 (plus GST) for pavement deterioration costs, based on the increase in Hobbiton Movie Set traffic on Buckland Road associated with 650,000 visitors per year, will be paid by RSTL to MPDC.

### 4. BUCKLAND ROAD IMPROVEMENTS

- 4.1 The parties have agreed that the detailed design, installation and construction of the following works ("Works") is to be undertaken:
- a) Pavement mark white direction arrows in each lane on Buckland Road east at 900m, 2660m and 4410m to reinforce to tourists that New Zealand drives on the left.
  - b) Install 100mm white painted edge lines on both sides of Buckland Road from 0 to 5370m.
  - c) Install double yellow "no passing" centre line on Buckland Road from 1800m to 6000m, inclusive of lead in markings.
  - d) Install no stopping edge line markings on the eastbound lane and no stopping signs on the eastbound berm of Buckland Road from 2610m to 3510m and from 3760 to 4540m. These are unsafe locations that tourists regularly pull over to take scenic photos.
  - e) Create safe, chip sealed surfaced pull off areas in the berm at 3750m and 4550m on the northeast side of Buckland Road, for tourists to park off the road shoulder to take photos.
  - f) Construct gated speed calming entrance signs (threshold treatments) on Buckland Road either side of Hobbiton at 5210m and 4540m, with "Welcome to Hobbiton Movie Set" or similar agreed wording with MPDC. Threshold treatments to be in accordance with Council standards.
  - g) The additional works detailed in Schedule 3
- 4.2 The general arrangement of the Works is shown in **Schedule 1** (Bloxam Burnett and Olliver Drawing No's. 144150/00/P/101 to 144150/00/P/110 Revision B dated 24 November 2017) and in **Schedule 2** (The Signage Strategy).

### 5. ANNUAL NOTICE

- 5.1 RSTL will send out annual notices to all tourist bus operators reminding them that the recommended travel route to and from Hobbiton Movie Set is via the eastern end of Buckland Road.
- 5.2 RSTL shall send a copy of the notice required under clause 5.1 to MPDC for its records.

### 6. CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES

- 6.1 MPDC owns a portion of Buckland Road and is responsible for its on-going maintenance.
- 6.2 MPDC will be responsible for the construction and on-going maintenance of all the Works under Clause 4 above that are located within the road reserve of Buckland Road. Construction and maintenance of the Works shall be undertaken in accordance with the NZ Transport Agency guidelines and manuals.
- 6.3 RSTL owns the Hobbiton Movie Set and is responsible for its on-going maintenance.

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  - c) Install double yellow "no passing" centre line on Buckland Road from 1800m to 6000m, inclusive of lead in markings.
  - d) Install no stopping edge line markings on the eastbound lane and no stopping signs on the eastbound berm of Buckland Road from 2610m to 3510m and from 3760 to 4540m. These are unsafe locations that tourists regularly pull over to take scenic photos.
  - e) Create safe, chip sealed surfaced pull off areas in the berm at 3750m and 4550m on the northeast side of Buckland Road, for tourists to park off the road shoulder to take photos.
  - f) Construct gated speed calming entrance signs (threshold treatments) on Buckland Road either side of Hobbiton at 5210m and 4540m, with "Welcome to Hobbiton Movie Set" or similar agreed wording with MPDC. Threshold treatments to be in accordance with Council standards.
  - f)g) Provide convex mirrors mounted on poles in the berm opposite accesses #339 and #385 to improve exiting sight distance.
  - g)h) The additional works detailed in Schedule 3
- 4.2 The general arrangement of the Works is shown in **Schedule 1** (Bloxam Burnett and Olliver Drawing No's. 144150/00/P/101 to 144150/00/P/110 Revision B dated 24 November 2017) and in **Schedule 2** (The Signage Strategy).

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- 5.2 RSTL shall send a copy of the notice required under clause 5.1 to MPDC for its records.

### 6. CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES

- 6.1 MPDC owns a portion of Buckland Road and is responsible for its on-going maintenance.
- 6.2 MPDC will be responsible for the construction and on-going maintenance of all the Works under Clause 4 above that are located within the road reserve of Buckland Road. Construction and maintenance of the Works shall be undertaken in accordance with the NZ Transport Agency guidelines and manuals.

6.4 Construction and maintenance of the Works under Clause 4 above that are located within the land owned by RSTL and operated as the Hobbiton Movie Set will be undertaken by RSTL. Construction and maintenance of the Works by RSTL shall be undertaken in accordance with NZ Transport Agency guidelines and manuals and Austroads design guidelines.

## **7. BASIS FOR COST SHARE**

7.1 Within one month following the Plan Change becoming operative and otherwise no later than 1 August 2018, RSTL is obligated to pay a one-off financial contribution of \$99,000.00 (plus GST) for pavement deterioration costs under Clause 3 above.

7.2 MPDC is obligated to pay the full cost of the detailed design, installation and construction of road maintenance works under Clause 6.1 above.

7.3 RSTL is obligated to pay the full cost of the detailed design, installation and construction of the works under Clause 6.2 above. The cost estimate of the Works for 2017 is \$33,917.00 (plus GST).

7.4 RSTL is obligated to pay the full cost of the on-going maintenance of the works under Clauses 6.2 and 6.4 above.

7.5 RSTL is obligated to pay the full cost of the preparation and distribution of the annual notices under Clause 5 above.

## **8. PROGRAMME**

8.1 The parties agree that the detailed design, installation and construction of the works under Clause 4 above will be completed as soon as reasonably practicable.

## **9. LAND AND ACCESS**

9.1 The works under Clause 4 above will be constructed within Buckland Road and on the Hobbiton Movie Set land owned or controlled by RSTL. Access to Buckland Road and the Hobbiton Movie Set land to install, construct or maintain the works shall not be withheld by the parties.

## **10. DISPUTE RESOLUTION**

10.1 All disputes arising between the parties in relation to this Agreement shall be resolved in accordance with this Clause 10 and, for the avoidance of doubt, no party may start court proceedings relating to the dispute (unless that party seeks urgent interlocutory relief) without first complying with this Clause 10.

10.2 A party claiming that a dispute has arisen concerning this Agreement must give written notice to the other party specifying the matter in dispute.

10.3 After a party has given notice under Clause 10.2 the key contact person identified in Clause 14 will have authority to settle the dispute. The key contact persons must try in good faith to resolve the dispute within 15 Working Days of notification of the dispute.

10.4 If the dispute is not resolved under Clause 10.3 then the parties may agree at any time in the next 5 Working Days to invite the President for the time being of the New Zealand Law Society (or his/her nominee) to appoint a mediator to enable the parties to mediate and settle the dispute. All discussions in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and shall share equally the mediator's costs.

6.3 RSTL owns the Hobbiton Movie Set and is responsible for its on-going maintenance.

6.4 Construction and maintenance of the Works under Clause 4 above that are located within the land owned by RSTL and operated as the Hobbiton Movie Set will be undertaken by RSTL. Construction and maintenance of the Works by RSTL shall be undertaken in accordance with NZ Transport Agency guidelines and manuals and Austroads design guidelines.

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10.5 Any dispute not resolved under Clause 10.4 or otherwise remaining unresolved for a period of not less than 40 Business Days, may be finally resolved by the courts of New Zealand.

### 11. ASSIGNMENT

11.1 In the event that the site known as Hobbiton Movie Set at 501 and 502 Buckland Road, Matamata is sold, RSTL must assign this Agreement to the purchaser of the Land who similarly must accept that assignment.

### 12. GENERAL

12.1 Except where expressly stated otherwise in this Agreement, no amendment to this Agreement shall be valid and enforceable unless in writing and executed by all parties.

12.2 If any provision in this Agreement is held to be illegal under any enactment or rule of law such provision shall, to that extent, be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

12.3 Any facsimile or email copy of this Agreement or any notice given pursuant to this Agreement (including any signature on any such document) may be relied upon by the parties as though it were an original.

12.4 No waiver of any breach, or failure to enforce any provision of this Agreement at any time by either party shall in any way limit or waive the right of any such party to subsequently enforce and compel strict compliance with the provisions of this Agreement.

12.5 This Agreement is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.

12.6 Each party shall make all applications, do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.

12.7 None of the Parties shall be entitled to assign any of its rights or obligations under this Agreement without the written consent of all of the other Parties.

12.8 Each party shall take reasonable steps to mitigate any losses and liabilities it may suffer under this Agreement.

12.9 Each party shall use its best endeavours and shall consult and cooperate with the other parties in order to facilitate and expedite the implantation of this Agreement.

### 13. NOTICES

13.1 Any notice, demand or consent to be given or made under this Agreement shall be given or made in writing and shall be given or made to the Parties as follows:

Matamata-Piako District Council  
35 Kenrick Street  
Te Aroha

Rings Scenic Tours Limited  
501 Buckland Road  
Hinuera

Matamata-Piako District Council  
PO Box 266

Rings Scenic Tours Limited  
RD2

in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and shall share equally the mediator's costs.

10.5 Any dispute not resolved under Clause 10.4 or otherwise remaining unresolved for a period of not less than 40 Business Days, may be finally resolved by the courts of New Zealand.

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11.1 In the event that the site known as Hobbiton Movie Set at 501 and 502 Buckland Road, Matamata is sold, RSTL must assign this Agreement to the purchaser of the Land who similarly must accept that assignment.

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501 Buckland Road  
Hinuera

Te Aroha 3342

Matamata 3472

13.2 Or at other such addresses as may from time to time be agreed in writing by the parties for the purpose of this clause.

13.3 Any communication sent by post shall be deemed to have been given or made 3 Working Days after posting.

**14. REPRESENTATIVES**

14.1 The representatives of each party are:

- a) Russell Alexander, General Manager, Rings Scenic Tours Limited
- b) Don McLeod, Chief Executive Officer, Matamata-Piako District Council

**Executed By:**

\_\_\_\_\_  
 Russell Alexander  
 General Manager  
 Rings Scenic Tours Limited

Witness:

Name:

\_\_\_\_\_  
 Don McLeod  
 Chief Executive Officer  
 Matamata-Piako District Council

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Matamata-Piako District Council  
PO Box 266  
Te Aroha 3342

Rings Scenic Tours Limited  
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Witness:

Name:

\_\_\_\_\_  
 Don McLeod  
 Chief Executive Officer  
 Matamata-Piako District Council

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

## SCHEDULE 1

Bloxam Burnett and Olliver Drawing No's. 144150/00/P/101 to 144150/00/P/110 Revision B dated 24 November 2017

## SCHEDULE 2

The Signage Strategy

## SCHEDULE 3

Additional works/ actions required (see Clause 4.1(g))

1. Complete the Recommended Safety Improvements for Buckland Road proposed in the ITA (Appendix D). For example, only one of the pull off areas proposed in the ITA has been constructed and the truck signs have not been removed.
2. Erect appropriate motorist service signs in advance of the pull-off areas.
3. Install no-stopping markings and signs adjacent to 21 Buckland Road for a minimum of 140m on Puketutu Road and 600m on Buckland Road.
4. Design and construct further improvements to improve conspicuity of the Buckland Road/ Puketutu Road intersection. As a minimum, this should include a splitter island, signage and lighting.
5. Install chevron and speed advisory signs near 1241 Buckland Road.
6. Install centreline along length of Buckland Road (west), noting that this will require works within Waipa DC.
7. Design and construct improvements to provide 140m sight distance at the vehicle crossings to 385 and 399 Buckland Road to mitigate the crash risk. This is likely to require lowering of Buckland Road.
8. Reduce the risk of pedestrian crashes at the Hobbiton site accesses by improving barriers to pedestrians crossing the road or providing designated photo opportunities within the site.
9. Provide additional travel information to staff to ensure that staff and deliveries use the preferred Buckland Road (east) route when travelling to and from the site. Travel information should specifically state that Rangitunuku Road should be avoided.

## SCHEDULE 1


Bloxam Burnett and Olliver Drawing No's. 144150/00/P/101 to 144150/00/P/110 Revision B dated 24 November 2017

## SCHEDULE 2

The Signage Strategy

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  2. Erect appropriate motorist service signs in advance of the pull-off areas.
  - ~~3. Install no-stopping markings and signs adjacent to 21 Buckland Road for a minimum of 140m on Puketutu Road and 600m on Buckland Road.~~
  - ~~4.3. Delete the white directional arrow on the northbound lane of Puketutu Road, on the south side of the Buckland Road/ Puketutu Road intersection. Design and construct further improvements to improve conspicuity of the Buckland Road/ Puketutu Road intersection. As a minimum, this should include a splitter island, signage and lighting.~~
  - ~~5.4. Install chevron and speed advisory signs on the curve near 1241 Buckland Road.~~
  5. Install dashed centreline markings along the length of Buckland Road (west), noting that this will require works within from the Waipa DC / MPDC boundary, tying into the existing centreline markings on Buckland Road on the northern side of the Hobbiton Movie Set site.
  6. Install white directional arrow markings on each lane of Buckland Road at a spacing of 800m +/- 100m, starting from the Waipa DC / MPDC boundary to the Hobbiton Movie Set site. The +/- 100m tolerance is provided so the arrow markings are located approximately 100m away from the nearest horizontal curve.
  - ~~6. Design and construct improvements to provide 140m sight distance at the vehicle crossings to 385 and 399 Buckland Road to mitigate the crash risk. This is likely to require lowering of Buckland Road.~~
  7. Reduce the risk of pedestrian crashes at the Hobbiton site accesses by installing gated 'No Pedestrian Access' signs (MOTSAM RG-23) at the vehicle entrance and exit to The Shires' Rest improving barriers car park, to discourage pedestrians from crossing Buckland Road the road,
- 
- RG-23
- ~~8. -or p~~Providing a designated photo opportunities within the site to discourage pedestrians from crossing Buckland Road.
  9. Provide additional travel information to staff ~~to ensure that staff~~ and delivery companies to use the preferred Buckland Road (east) route when travelling to and from the site. ~~Travel information should specifically state that Rangitunuku Road should be avoided.~~



