

Between

**THE FAR NORTH DISTRICT COUNCIL (Lessor)**

And

**THE HOKIANGA SAILING TRUST (Lessee)**  
2559160

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DEED OF LEASE  
OF PART SECTIONS 4 AND 5, BLK XIV, MANGAMUKA SD BEING  
APPROXIMATELY 4650M<sup>2</sup> AT RAWENE DOMAIN

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Far North District Council  
Kaikohe



THIS DEED dated the 28<sup>th</sup> day of January 2013-15,

BETWEEN THE FAR NORTH DISTRICT COUNCIL a body corporate pursuant to the Local Government Act 2002 (hereinafter together with its successors and assigns called ("the lessor"))

AND THE HOKIANGA SAILING TRUST 2559160 incorporated under and the Charitable Trusts Act 1957 (with its successors and permitted assigns called "the lessee")

WHEREAS the Lessor agrees to lease to the Lessee approximately 4650 square metres of Rawene Domain land which adjoins Clendon Esplanade and is more particularly described in the Schedule ("the land") and;

AND the Lessor at the request of the Lessee agrees to the construction on the Land by the Lessee of a multi-purpose storage shed ("the building").

## 1. INTERPRETATION

In this agreement unless the context indicates otherwise:

### 1.1 Definitions:

"**Annual Rent**" means the annual rent specified in the schedule subject to changes consequent on the Lessor's exercise of any right to review the annual rent or on the Lessee's exercise of any right to renew this lease;

"**Authority**" means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over "the land" or its use;

"**Building**" means the building and other improvements described in the schedule;

"**Commencement Date**" means the date of commencement of the Lease specified in the schedule;

"**GST**" means tax charged under the Goods and Services Tax Act 1985 and includes any tax charged in substitution for that tax;

"**Insured Risks**" means loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which the Lessor reasonably requires to be insured against;

"**Lessee**" means the person specified as the Lessee in the Schedule and the Lessee's permitted assigns and the Lessee's agents, employees, contractors and invitees;

"**Lessee's Improvements**" means the Lessee's property situated in, or on the Land and includes all buildings, structures and improvements and all equipment and plant owned or placed on the Land by the Lessee;

"**Lessor**" means person specified as the Lessor in the schedule and includes the Lessor's permitted assigns and Lessor's agents, employees, contractors and invitees;



**“Outgoings”** means all rates, taxes, charges, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Land;

**“Land”** means the land described in the schedule and shown hatched on the plan attached to this lease (Appendix 1) but excludes the Lessee's Improvements;

**“Term”** means the term of this lease and includes the Initial Term and (if this lease is renewed) the Renewal; and

**“Utilities”** means all utility and other services connected and/or supplied to the Land, including water, sewage, drainage, electricity, gas, telephone and rubbish collections;

- 1.2 Building Act Terms:** the terms “Building Work:” and “code Compliance Certificate” have the meanings given to those terms in the Building Act 2004;
- 1.3 Defined Expressions:** expressions defined in the main body of this lease have the defined meaning in the whole of this lease, including the background and the schedules;
- 1.4 Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect this lease's interpretation;
- 1.5 Joint and Several Obligations:** where two or more persons are bound by a provision in this lease, that provision will bind those persons jointly and each of them severally.
- 1.6 Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.7 Parties:** references to parties are references to parties to this agreement and include each party's executors, administrators and successors;
- 1.8 Persons:** references to parties are references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality;
- 1.9 Plural and Singular:** singular words include the plural and vice versa;
- 1.10 Schedules:** the schedule and its contents have the same effect as if set out in the body of this lease;
- 1.11 Schedule Terms:** the terms “Commencement Date”, “Default Interest Rate”, “Final Expiry Date”, “Initial Term”, “Renewal Term(s)”, “Rent Payment Date(s)”, “Rent Review Date(s)” and “Termination Date” together with the other terms specified in the schedule, will be interpreted by reference to the schedule;
- 1.12 Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to sections and clauses of and schedules to this agreement;
- 1.13 Statutes and Regulations:** references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments



to that statute or regulation whether by subsequent statute or otherwise;  
and

## 2. GRANT OF LEASE

Pursuant to s54(1)(a) Reserves Act 1977 the Lessor leases to the Lessee and the Lessee takes the land on lease for the Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent.

## 3. RENEWAL

### 3.1 One further period of ten years

**3.2 Holding Over:** If, other than under a renewal of this lease or the grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Land after the expiry or earlier termination of the Term, the Lessee will be a monthly tenant only.

## 4. RENT

The Lessee must pay:

**4.1 Annual Payments:** the annual payment of the Annual Rent on the Commencement Date;

**4.2 No Deductions or Set-Off:** all rent and other money payable by the Lessee under this lease to the Lessor without any deduction or set-off; and

**4.3 Method:** all rent payments by direct bank payment or as the Lessor may direct.

## 5. RENT REVIEW

**5.1 Process:** The Annual Rent is subject to review on the Rent Review Dates using the process set out in clauses 5.2 – 5.4 (inclusive).

**5.2 Lessor's Notice:** The Lessor may not later than two months before each Rent Review Date give written notice to the Lessee ("Lessor's Notice") setting out the Lessor's assessment of the current rent of the Land on that particular Rent Review Date.

**5.3 Determination of dispute:** If at any time the parties shall be unable to agree upon the rent to become payable following each Review, the appropriate rent shall be determined pursuant to clause 25 hereof.

**5.4 Rent Ratchet:** The Annual Rent payable by the Lessee following a Rent Review Date must never be less than the Annual Rent payable immediately before the Rent Review Date.

## 6. GST

**6.1 Payment:** The Lessee must pay to the Lessor all GST Payable on the Annual Rent and other money payable by the Lessee under this lease. The Lessee must pay GST:

**6.1.1 Annual Rent:** on the Annual Rent on each occasion when any rent falls due for payment; and

**6.1.2 Other Money:** on any other money payable by the Lessee on demand.

**6.2 Default:** If

**6.2.1 Lessee Fails to Pay:** the Lessee fails to pay the Annual Rent or other money payable under this lease (including GST); and

**6.2.2 Lessor Liable to Penalty:** the Lessor becomes liable to pay additional GST or penalty tax;

Then the Lessee must pay the additional tax or penalty tax to the Lessor on demand.

## 7. DEFAULT INTEREST

If the Lessee fails to pay any instalment of the Annual Rent or any other money payable under this lease for 14 days after:

**7.1 Date Due:** the due date for payment; or

**7.2 Demand:** the date of the Lessor's demand, if there is no due date;

Then the Lessee must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of the Lessor's demand (as the case may be) down to the date of payment.

## 8. OUTGOINGS

**8.1 Lessee to Pay Outgoings:** The Lessee must on demand by the Lessor pay the Outgoings without deduction or set-off. If any Outgoing is not separately assessed on or charged to the Land, the Lessee must pay a fair and reasonable proportion of that Outgoing.

**8.2 Apportionment:** Any Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between the Lessor and the Lessee.

**8.3 Penalties:** If any Outgoing is payable by a date after which a penalty applies, the Lessee will comply with clause 8.1 if the Lessee pays that Outgoing at least five days before the penalty date.

**8.4 Lessor's Obligation:** The Lessor must pay all costs, expenses and charges relating to the Land which are not the Lessee's responsibility under this lease.

## 9. UTILITY CHARGES

**9.1 Lessee to Pay Utility Charges:** The Lessee must promptly pay to the relevant Authority or supplier all charges for Utilities (including water) which are separately metered or charged to the Land and/or Lessee's Improvements.

**9.2 Apportionment:** The Lessee must pay to the Lessor on demand a fair and reasonable proportion of the charge for any Utility which is not separately metered or charged to the Land.

**9.3 Meters:** If the Lessor or any Authority requires the Lessee to do so, the Lessee must at the Lessee's own expense install any meter or other measuring devices necessary for the proper measurement of the charges for any Utility or other services supplied to the Land and/or Lessee's Improvements.

## 10. COSTS

The Lessee must pay to the Lessor on demand:

- 10.1 Legal Costs:** the legal costs for the negotiation, preparation and execution of this lease and of any renewal, extension or variation of this lease (including any variation recording a rent review); and
- 10.2 Default Costs:** all costs, charges and expenses for which the Lessor becomes liable as a result of the Lessee's breach of any of this lease's terms.

## 11. INSURANCE

**11.1 Lessee to Insure:** The Lessee must at all times during the Term:

**11.1.1 Lessee's Improvements:** insure and keep the Lessee's Improvements insured to their full insurable value against the Insured Risks and within 30 days of the execution of this Deed produce to the Lessor a copy of the said policy; and

**11.1.2 Pay Premiums:** pay the premium for the insurance taken out under clause 11.1.1 when due.

**11.2 Destruction of buildings:**

**11.2.1 Partial Damage:** In the event of the building or any part thereof at any time during the Term being partially destroyed or damaged as a result of an Insured Risk then as often as that happens all moneys received in respect of insurance shall be expended by the Lessee with all reasonable speed in repairing the damage sustained; or

**11.2.2 Total Destruction:** In the event of the building being totally destroyed or damaged by any cause, the Lessee may elect not to rebuild or reinstate the buildings and if the Lessee shall elect not to rebuild or reinstate the Term shall immediately cease and determine and the Lessee will demolish and clear the debris and have the site clear to the satisfaction of the Lessor.

**11.3 Public Risk Insurance:** The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Land and Lessee's Improvements and the business and activities carried on, in, or from the Land and Lessee's Improvements for:

**11.3.1 Specified Amount:** the amount specified in the Schedule (being the amount which may be paid out arising from any single accident or event); or

**11.3.2 Increased Amount:** any increased amount that the Lessor reasonably requires and in particular any increased amount required by the Lessor as a result of a change in government provision for Accident Compensation claims;

and shall within 30 days of the execution of this Deed produce to the Lessor a copy of the said Public Risk Insurance Policy.

## 12. MAINTENANCE

**12.1 Maintenance:** The Lessee must throughout the Term:

**12.1.1 Repair:** maintain the Land and the Lessee's Improvements in good repair and make good any damage which may be done to the Land or Lessee's Improvements or any improvements thereon

during the Term of this lease but at all times shall comply with clause 15 herein;

- 12.1.2 Keep Land Clean:** keep the land and Lessee's Improvements clean and tidy;
- 12.1.3 Removal of Rubbish:** regularly remove all rubbish and waste from the Land and the Lessee's Improvements;
- 12.1.4 Broken Glass:** replace all broken glass on the Land and the Lessee's Improvements; and
- 12.1.5 Pests:** prevent and exterminate any pest infestation on the Land and the Lessee's Improvements; and
- 12.1.6 Notice from Lessor:** upon receipt of notice in writing from the Lessor of any defect or want of repair of the Land or any building or other improvement on the Land requiring the Lessee within a reasonable time, to be specified therein, to repair the same, the Lessee shall with all reasonable speed cause the defect to be remedied and/or the repair to be made to the satisfaction of the Lessor.

### **13. USE OF LAND AND TERMINATION**

#### **13.1 Permitted Use:**

**13.1.1** The land and facilities to be used as a base for;

- (i) the Hokianga Volunteer Coastguard rescue boat and 4-wheel drive towing vehicle
- (ii) the local sailing and boating club
- (iii) the Rawene school sailing programme
- (iv) workshop space for repairs and maintenance for all the above groups

**13.1.2** Subject to clause 13.2 and 13.6, the Lessee must only use the Land for the Permitted Use and if at any time the Lessor is of the opinion that the Land is not being used or is not sufficiently used for the Permitted Use, the Lessor after making such enquiries as it thinks fit and giving the Lessee the opportunity of explaining the useage of the Land, and if satisfied that the Land is not being used or is not being sufficiently used for the Permitted Use, may terminate the lease whereupon the Land together with all the improvements (including Lessee's Improvements) thereon shall revert to the Lessor and no compensation shall be payable to the Lessee by the Lessor whatsoever.

#### **13.2 Public Use:**

**13.2.1 Entry to the Land:** It shall be lawful for any person who is not a member of the Lessee to enter and for any reasonable space of time to remain as a spectator on the Land at all times. Any such person entering or remaining on the land shall not, so long as he/she conducts and behaves himself/herself in an orderly and seemly manner and refrains from hindering and obstructing the activities of the Lessor be deemed a trespasser.

**13.2.2 Entry to the Lessees Improvements:** The authority contained in clause 13.2.1 does not authorise any person to enter or be within or upon any buildings on the Land belonging to or used by the Lessee without the previous consent of a Club officer of the Lessee.

**13.3 Exclusive Use:**

**13.3.1 Limitation:** Notwithstanding the rights set out in clause 13.2 above, the Lessee shall be entitled with the prior written consent of the Lessor to the exclusive possession of the Land for not more than 40 days in any one year of the Term, but not for more than 6 days consecutively at any time, when a charge for admission to the Land may be made.

**13.3.2 Charges:** The amount of such charge for each day must first have been approved in writing by the Lessor and the Lessee must at its own expense cause a notice to be published in a newspaper circulated in the district setting out the day or days on which the Lessee has obtained consent to the exclusive use of the Land, such notice to be published not more than 14 days nor less than 7 days before the first day of exclusive possession.

**13.4 Provision of toilet facilities:** notwithstanding anything to the contrary within clauses 13.2 and 13.3, the Lessee will when the Land is open for use, make available to all persons whether members of the Lessee or otherwise such toilet facilities as may be requested by the Lessor.

**13.5 Hours of use:** the Lessee acknowledges and agrees that use of the building erected on the Land shall cease no later than the following times:

Sunday to Thursday: 9.30pm

Friday and Saturday: 11.30pm

Unless resource consent is granted and if so the consent hours shall be the applicable hours of use.

**13.6 Change of Permitted Use:** The Lessee may use the Land for a use or activity other than the Permitted Use but only with the Lessor's prior written consent.

**13.7 Restrictions on use:** The Lessee must;

**13.7.1 Noxious Activities and Nuisances:** not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;

**13.7.2 Resource Management Act:** not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;

**13.7.3 Health and Safety in Employment Act:** not do anything which is or may become a breach of any duty imposed on any person by the Health and Safety in Employment Act 1992;

**13.7.4 Acts, Bylaws, etc:** comply in all respects and at the Lessee's expense with all acts, bylaws, regulations, rules and requisitions

relating to the Land and Lessee's Improvements and the Lessee's use of the Land; and

**13.7.5 Accommodation:** under no circumstances use the Land or Lessee's Improvements for accommodation.

**13.7.6 No Right of Freehold:** The Lessee shall have not right to acquire the Freehold Title of the Land.

**13.8 Reserves Act 1977:** The Land and this lease are subject to the Reserves Act 1977 and the provisions of said act are applicable to this lease and shall be binding in all respects upon the Parties in the same manner as if such provisions had been fully set out herein and as such the Lessee accepts this lease of the Land to be held by it as tenant subject to the conditions, restrictions and covenants set forth in this lease.

## 14. BUILDING WORK

**14.1 Approvals:** Subject to the provisions of this section, the Lessee must not carry out any Building Work or alterations or erect any signage on the Land without first giving plans and specifications of the proposed work to the Lessor and:

**14.1.1 Lessor's Consent:** obtaining the Lessor's prior written consent; and

**14.1.2 Minister's Consent:** obtaining written consent (save for in respect of signage) of the Minister of Conservation or the Minister who from time to time has the responsibility for the New Zealand Government's conservation portfolio.

**14.1.3 Building Consent:** obtaining and giving the Lessor a copy of all Building Consents required to enable the relevant Building Work to be carried out lawfully; and

**14.2 Building Act:** The Lessee must:

**14.2.1 Building Consent:** carry out all Building Work in conformity with the Building Consent produced to the Lessor under clause 14.1.3; and

**14.2.2 Compliance Certificate:** obtain a Code Compliance Certificate

## 15. REVERSION ON TERMINATION

On termination of this lease pursuant to the terms herein by effluxion of time, surrender, breach of conditions or otherwise, the Land together with all improvements thereon shall revert to the Lessor without compensation being payable by the Lessor whatsoever.

## 16. REMOVAL OF IMPROVEMENTS

**16.1 Conditions of Removal:** Notwithstanding anything to the contrary in clauses 13.1 and 15, if the Lessee has:

**16.1.1** Paid the rent due; and

**16.1.2** Is not in breach of any of the terms of this lease; and

**16.1.3** Has given notice sent by registered post to the Lessor three months prior to the expiration or termination of the Term of its intention to remove the Lessee's Improvements;



then the Lessee:

- 16.2 Remove Lessee's Improvements:** may remove the Lessee's Improvements from the Land; and
- 16.3 Repair Damage:** must repair any damage caused to the Land by that removal; and
- 16.4 Leave Land Tidy:** must leave the Land in a clean and tidy condition to the Lessor's reasonable satisfaction.
- 16.5 Reversion to Lessor:** In the event that the Lessee's Improvements are not removed within six calendar months of the date of expiry or termination of the Term, then the Lessee's Improvements will revert to the Lessor, who shall have the right to enter upon the Land and remove all the Lessee's Improvements and charge to the Lessee all costs of removal and storage of the Lessee's Improvements or deal with the Lessee's Improvements as it deems appropriate.
- 16.6 Lessees Right to Transfer:** Notwithstanding anything contained in clauses 16.2 and 16.5 and provided clause 16.1 has been complied with the Lessee may alternatively transfer the Lessee's Improvements which shall remain on the Land to anybody or organisation approved by the Lessor which has similar objects to the objects of the Lessee and which shall prohibit the distribution of its assets among its members and which body or organisation shall enter into a lease agreement with the Lessor for the use and enjoyment of the Land and the Lessee shall yield and deliver up the Land and the Lessee's Improvements to remain thereon in good clean and substantial order condition and repair.
- 16.7 Payment:** Nothing in this clause 16 shall render the Lessor liable to pay to the Lessee compensation for the Lessee's Improvements and if the Lessee does not exercise its right to remove or transfer the Lessee's Improvements in accordance with clauses 16.1-16.6, then the Lessee's Improvements shall revert to the Lessor without compensation being payable to the Lessee by the Lessor whatsoever.

## 17. ASSIGNMENT AND SUBLEASING

- 17.1 Control of Assignment and Subleasing:** Subject to the provisions of this section, the Lessee must not:
- 17.1.1 Assign:** assign the Lessee's interest in this lease; or
- 17.1.2 Sublease:** sublease or part with possession or share occupation of the whole or any part of the Land.
- 17.2 Lessor's Consent:** The Lessee may with the Lessor's prior written consent:
- 17.2.1 Assign:** assign the Lessee's entire interest in this lease; or
- 17.2.2 Sublease:** sublease the whole or any part of the Land.
- 17.3 Conditions:** Without limiting the grounds on which the Lessor may withhold consent under clause 17.2, the Lessor may, as a condition of any consent, require prior compliance with the following conditions:
- 17.3.1 Standing of Assignee:** the Lessee must prove to the Lessor's reasonable satisfaction that the proposed assignee or sub lessee

is responsible and, in the case of an assignment, of sound financial standing;

**17.3.2 Performance by Lessee:** the Lessee must have performed all of the Lessee's obligations under this lease up to the date of the proposed assignment or grant of the sublease;

**17.3.3 Deed of Covenant:** in the case of an assignment, the assignee must sign a deed of covenant with the Lessor agreeing to perform the Lessee's obligations under this lease but without releasing the assignor or any other person from liability under this lease; and

**17.3.4 Assignment to a Company:** in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, the Lessor may require the assignee's directors and shareholders to guarantee the assignee's obligations under the deed of covenant signed by the assignee.

**17.4 Costs:** The Lessee must pay the Lessor's reasonable costs for any consent or application for consent under this section (including the Lessor's legal costs) and the costs of investigating the suitability of the proposed assignee or sub lessee.

## 18. LESSOR'S RIGHTS OF ENTRY

**18.1 Entry to Land by Lessor:** The Lessor may, with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in the case of an emergency), enter the Land or the Lessee's Improvements to:

**18.1.1 Inspect Land:** inspect the condition and state of repair of the Land or the Lessee's Improvements; or

**18.1.2 Compliance with Statutes, etc:** carry out any works to comply with any statutes, regulations, by-laws, ordinances, orders, proclamations, requirements of or notices by any Authority and if such works are the responsibility of the Lessee under this lease such works shall be at the Lessee's cost and all moneys expended by the Lessor in completing the works shall be payable by the Lessee to the Lessor and shall be recoverable together with interest thereon at the default rate until payment thereon as rent in arrears.

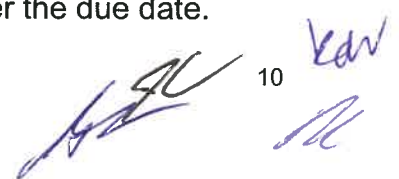
**18.2 Minimise Disturbance to Lessee:** The Lessor will take reasonable steps to minimise any disturbance to the Lessee when exercising the entry rights granted under clause 18.1.

## 19. QUIET ENJOYMENT

If the Lessee pays the Annual Rent and performs the Lessee's obligations in this lease subject to the provisions of this lease, the Lessee will be entitled to quiet enjoyment of the Land and the Lessee's Improvements without interruption by the Lessor or any person claiming under the Lessor.

## 20. DEFAULT

**20.1 Distress:** The Lessor may enter on the Land and the Lessee's Improvements and distrain for rent or other money payable by the Lessee under this lease which remains unpaid for 30 days after the due date.



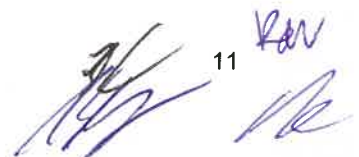
- 20.2 Re-Entry:** The Lessor may re-enter the Land and the Lessee's Improvements and terminate this lease if the Lessee:
- 20.2.1 Failure to Pay Rent:** fails for a period of 30 days after the due date to pay any instalment of the Annual Rent or any other money payable under this lease;
  - 20.2.2 Failure to Perform:** fails for a period of 14 days to observe or perform any other obligation under this lease;
  - 20.2.3 Winding up:** is wound up or dissolved.
- 20.3 Lessor May Remedy Lessee's Default:** The Lessor may, without being under any obligation to do so, remedy any default or breach by the Lessee under this lease at the Lessee's cost and all monies expended by the Lessor by reason of the default shall be payable by the Lessee to the Lessor together with interest thereon at the default rate until payment thereon and shall be recoverable as rent in arrears.

## 21. ESSENTIAL TERMS

- 21.1 Essential Terms:** The Lessee's breach of the following terms is a breach of an essential term of this lease:
- 21.1.1 Payment of Rent:** the covenant to pay rent or other money payable by the Lessee under this lease;
  - 21.1.2 Assignment and Subleasing:** the terms dealing with assignment and subleasing; or
  - 21.1.3 Use of Land:** the terms restricting the use of the Land.
- 21.2 Waiver:** The Lessor's acceptance of any arrears of rent or other money payable under this lease is not a waiver of the essential obligation to pay any other rent or money payable under this lease.
- 21.3 Compensation:** The Lessee must compensate the Lessor for any breach of an essential term of this lease. The Lessor may recover damages from the Lessee for those breaches. The Lessor's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessor (including the right to terminate this lease).

## 22. COMPENSATION

- 22.1 Lessee's Acts or Omissions:** If any act or omission of the Lessee:
- 22.1.1 Repudiation:** is a repudiation of this lease or of the Lessee's obligations under this lease; or
  - 22.1.2 Breach of Lease:** is a breach of any of the Lessee's obligations under this lease;
- the Lessee must compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.
- 22.2 Entitlement:** The Lessor's entitlement to recover damages will not be affected or limited by:
- 22.2.1 Abandonment:** the Lessee abandoning or vacating the Land;
  - 22.2.2 Re-entry or Termination:** the Lessor electing to re-enter or to terminate this lease;



**22.2.3 Acceptance of Repudiation:** the Lessor accepting the Lessee's repudiation; or

**22.2.4 Surrender:** the parties' conduct constituting a surrender by operation of law.

**22.3 Legal Proceedings:** The Lessor may bring legal proceedings against the Lessee claiming damages for the entire Term including the periods before and after:

**22.3.1 Land Vacated:** the Lessee has vacated the Land; and

**22.3.2 Abandonment, etc:** the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 22.2;

whether the proceedings are instituted before or after that conduct.

**22.4 Mitigation of Damages:** If the Lessee vacates the Land, whether with or without the Lessor's consent, the Lessor must take reasonable steps to:

**22.4.1 Mitigate Damages:** mitigate the Lessor's damages; and

**22.4.2 Lease Land:** endeavour to lease the Land at a reasonable rent and on reasonable terms.

The Lessor's entitlement to damages will be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this clause. The Lessor's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation, or a surrender by operation of law.

## 23. NO WAIVER

The Lessor's waiver or failure to act in response to the Lessee's breach of any of the Lessee's obligations in this lease will not operate as a waiver of:

**23.1 Waiver of Breach:** the same breach on any later occasion; or

**23.2 Waiver of Obligations:** any other obligations in this lease.

## 24. INDEMNITY

**24.1 Lessor Indemnified:** The Lessee indemnifies the Lessor against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by the Lessor resulting from the Lessee's acts or omission.

**24.2 Repair Costs:** The Lessee must pay to the Lessor on demand the amount of all costs and expenses incurred by the Lessor in making good any damage to the Land and the Lessee's Improvements resulting from the Lessee's acts or omission.

**24.3 Extent of Indemnity:** The Lessee is liable to indemnify the Lessor only to the extent that the Lessor is not fully indemnified under any insurance policy.

## 25. RESOLUTION OF DISPUTES

**25.1 Disputes:** Any dispute, difference or question arising between the parties about:

**25.1.1 Interpretation:** the interpretation of this lease;

**25.1.2 Matters Arising:** anything contained in or arising out of this lease;

**25.1.3 Rights, Liabilities or Duties:** the rights, liabilities or duties of the Lessor or Lessee; or

**25.1.4 Other Matters:** any other matter touching on the relationship of the Lessor and the Lessee under this lease (including claims in tort as well as in contract);

will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

**25.2 Arbitrator:** The parties must try to agree on the arbitrator. If they cannot agree, the president for the time being of the district law society for the place where the Land is situated (or his or her nominee) will, on either party's application, nominate the arbitrator.

**25.3 Action at Law:** The parties must go to arbitration under this section before they can begin any action at law (other than an application for injunctive relief).

## 26. NOTICES

**26.1 Service of Notices and Time of Service:** Any notice or document required or authorised to be delivered or served under this lease may be delivered or served:

**26.1.1 Property Law Act:** in any manner mentioned in the Property Law Act 2007 Sections 353 – 361 (Part 7); or

**26.1.2 Facsimile:** by facsimile.

**26.2 Signature of Notices:** Any notice or document to be delivered or served under this lease must be in writing and may be signed by:

**26.2.1 Attorney, etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or

**26.2.2 Authorised Person:** the party serving the notice or any other person authorised by that party.

## 27. PROPERTY LAW ACT

The covenants and powers contained in section 218 and Schedule 3 of the Property Law Act 2007 apply to this lease unless they are inconsistent with this lease's express terms.

## 28. LEASE NOT REGISTRABLE

The Lessor does not warrant that this lease is in registrable form. The Lessee must not require registration of this lease against the title to the Land.

## 29. LESSOR'S CONSENT

The Lessor's consent under this lease is required for each occasion even if the Lessor has given consent for the same or a similar purpose on an earlier occasion.

## 30. MEMBERSHIP

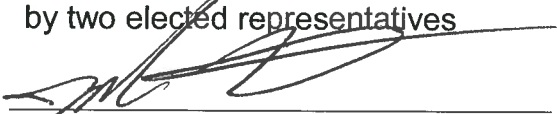
Any person of good repute and eligible for membership of the Lessee may join the Lessee upon paying the necessary fee (if any) and complying with the usual rules of the Lessee.

**31. CONTINUED OPERATION OF CLAUSES:**

The provisions of clauses 20, 25 and 26 shall operate and have effect notwithstanding that this lease may have expired or been terminated.

**EXECUTED AS A DEED**

Executed for and on behalf of the  
**FAR NORTH DISTRICT COUNCIL**  
by two elected representatives

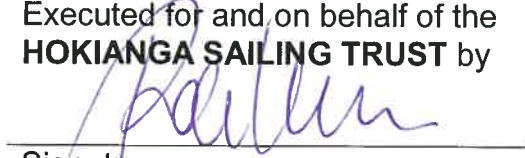
  
Elected member signature

John Vujeich  
Please print name

  
Elected member signature

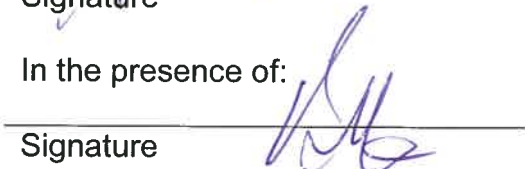
Sally Macauley  
Please print name

Executed for and on behalf of the  
**HOKIANGA SAILING TRUST** by

  
Signature

René de Vries (President HST)  
Please print name and title

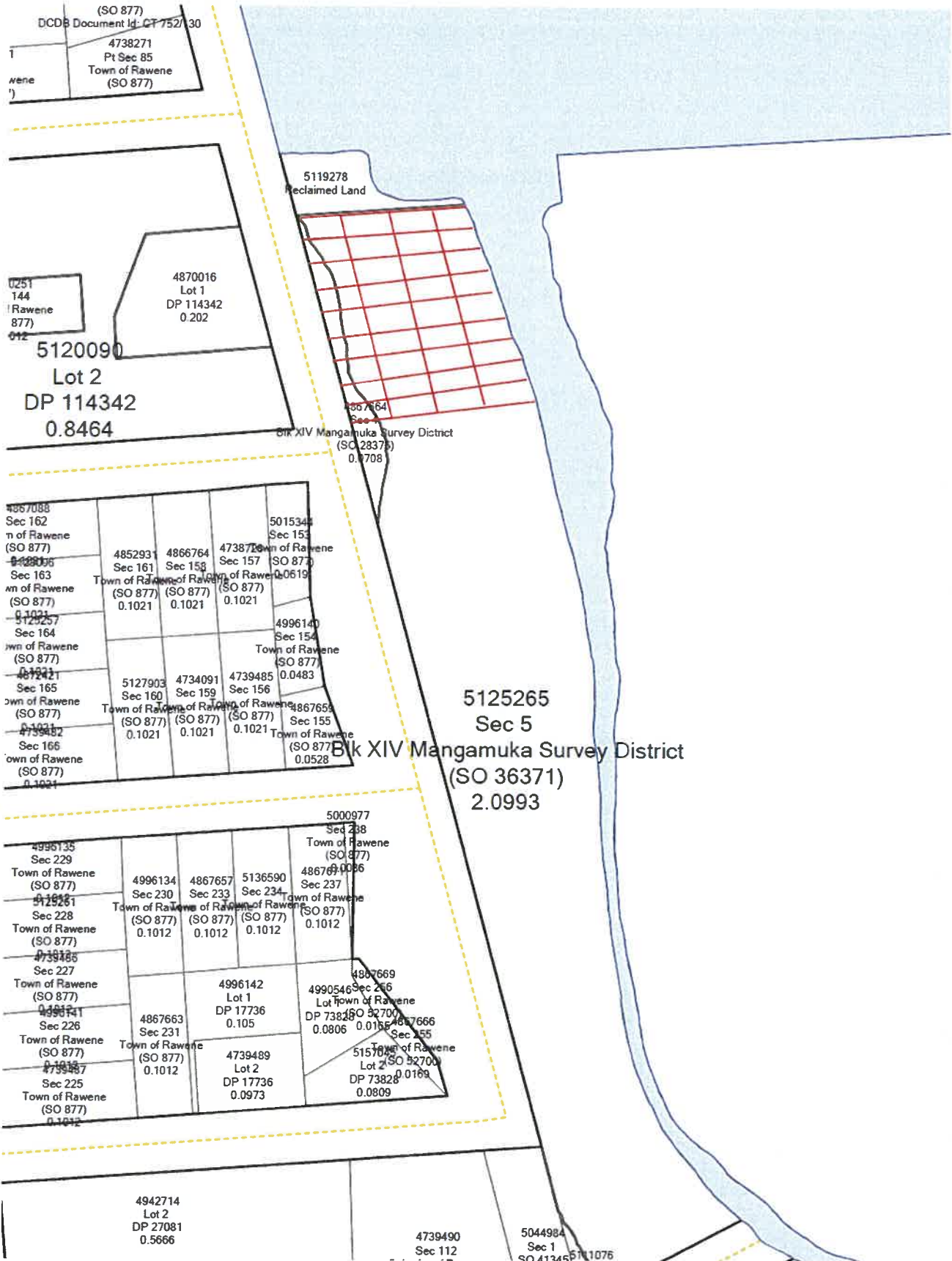
In the presence of:

  
Signature

KATHARINA SLATNER  
Please print name and occupation  
MEDICAL PRACTITIONER  
84 Waikuku rd, Oropere  
Address/occupation

## SCHEDULE

**Lessor:** FAR NORTH DISTRICT COUNCIL  
**Lessor's Address** Private Bag 752, Kaikohe  
**Lessee:** HOKIANGA SAILING TRUST (2559160)  
**Registered Offices:** 25 Honey Street, Rawene  
**Lessee's Postal Address** PO Box 5, Rawene  
**Land:** All that portion of land more particularly shown cross-hatched on the plan annexed hereto (Appendix 1) being part section 4 and 5, BLK XIV, Mangamuka SD containing approximately 4650 m<sup>2</sup>.  
**Building:** 15 x 7.5 metre corrugated iron Durobuilt Industries farm shed. (Shed on site location to be agreed between lessor and lessee.)  
**Commencement Date:** 1 May 2013  
**Termination Date:** 30 April 2023  
**Final Expiry Date:** 30 April 2033  
**Initial Term:** 10 years  
**Renewal Term(s):** 10 years  
**Annual Rent:** \$100 per annum plus GST  
**Rent Review Date(s):** Every three (3) years commencing  
1 May 2016 1 May 2025  
1 May 2019 1 May 2028  
1 May 2022 1 May 2031  
**Public Liability Insurance:** \$5,000,000.00  
**Default Rate:** 14% per annum



*[Handwritten signatures and initials]*

16 *Raw*

Plan of portion of reserve to be leased to Hokianga Volunteer Coastguard

Description  
Pt Sec 4 & 5 Blk XIV Mangamuka SD

Area  
4650 sq m

Shown  


Date Printed: 07-February-2013



SCALE 1:3,087



Meters

Projection: NZGD\_2000\_New\_Zealand\_Transverse\_Mercator

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*[Handwritten signatures and initials]*



**CONSENT OF MINISTER**

Section 54(1)(a) of the Reserves Act 1977 and to a delegation from the Minister of Conservation, the Community Support Manager, for the Northland Conservancy, Department of Conservation, hereby consents to the granting of a lease over the area of recreation reserve described in the Schedule, in accordance with the provisions of the attached draft Deed of Lease.

**Schedule**

Approximately 4,650 m<sup>2</sup>, as shown crosshatched on the site plan in Schedule 1 of the attached draft Deed of Lease; being part Sections 4 and 5 Block XIV Mangamuka Survey District.

Classified as recreation reserve by NZ Gazette 1980 p.1283; and vested in the Far North District Council pursuant to s.26A of the Reserves Act 1977.

Dated this 24th day of June 2013

**SIGNED BY**

Andrea Booth )  
Community Support Manager )



In the presence of:

Witness




Occupation

GIS Analyst

Address

2 SOUTH BAY AVENUE, WHANGAREI.

 18 