



# Appendix 1

## Leases



# DEED OF LEASE

Pursuant to Section 54 (1) (c) of the Reserves Act 1977

DEED made the 16<sup>th</sup> day of October 2000

LANDLORD: THE WAITAKERE CITY COUNCIL

TENANT: MASSEY PONY CLUB INCORPORATED

THE LANDLORD leases to the Tenant and the Tenant takes on lease the land described in the First Schedule FOR the term from the commencement date and at the annual rent set out in the First Schedule.

SIGNED by the Landlord  
by affixing its common seal  
in the presence of:



*[Handwritten signature]*  
MAYOR/DEPUTY MAYOR

*[Handwritten signature]*  
CHIEF EXECUTIVE

SIGNED by the Tenant  
by affixing its common seal  
in the presence of:

*[Handwritten signature]* *[Handwritten signature]*



*[Handwritten signature]*  
Debra Kay McDonald  
office manager  
SWANSON

*[Handwritten signature]*

\*Property conveyed under this deed to pony club on leasg term reserve doc

# FIRST SCHEDULE

**LAND:** Part of Te Rangi Hiroa Reserve, Massey being Allotment 15, DP 7867; Lot 1, DP 80484; part Lot 2, DP 50606 and Lots 1,3 and part Lot 4 on DP 19247 being a recreation reserve and shown hatched and marked as areas A and B on the diagram attached.

**TERM:** Twenty years less one day

**COMMENCEMENT DATE:** 1 July 2000

**EXPIRY DATE:** 30 June 2020

**ANNUAL RENT:** \$2000.00 plus GST

**RENT PAYMENT DATE :** The 1st day of July each year commencing on the 1st day of July 2000.

**RENT REVIEW DATES :** 1 July 2002 and on the first day of July in every second year thereafter for the term of this lease.



# SECOND SCHEDULE

## 1. RENT

The Tenant shall pay the rent as specified in the First Schedule above by automatic deductions from their bank account.

## 2. PAYMENT OF OUTGOINGS

The Tenant shall pay the following charges:

- i Water, gas, electricity, telephone and other utilities or services
- ii Rubbish collection
- iii New Zealand Fire Service charges and those relating to the maintenance of all fire detection and fire fighting equipment

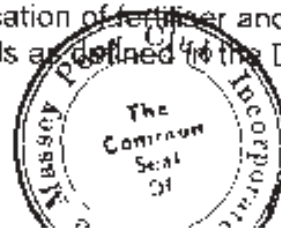
## 3. GST

The Tenant shall pay to the Landlord GST on all rent payments payable to the Landlord hereunder.

## 4. MAINTENANCE OF THE LAND

The Tenant shall :

- i Maintain the interior and the exterior of all buildings erected on the land ("the buildings") and all services connected thereto in good order and repair and in a neat and tidy condition fair wear and tear and damage by fire and inevitable accident excepted
- ii Ensure that any graffiti is promptly removed from the buildings
- iii Ensure that the land is kept in a neat and tidy condition and that all rubbish removed from the land is kept in containers in a tidy condition and that this rubbish is removed from the land
- iv Ensure that all fences, gates and drains are kept in good order and repair and that any new fences erected by the Tenant are visually permeable
- v Ensure that all troughs, water pipes and plumbing fittings are kept in good order and repair
- vi Ensure that all paddocks are maintained in accordance with good pastoral practice including where necessary the application of fertiliser and grass seed and the eradication of all environmental weeds as defined in the District Plan



of the Landlord. The Tenant shall also ensure that all chemicals used on the land are approved by the Landlord for use in Waitakere City and are used in the manner approved by the Landlord.

5. **TENANTS INDEMNITY**

The Tenant shall not by any act or omission with respect to the Land cause any damage or loss to the Landlord and shall indemnify the Landlord for any loss so caused.

6. **COMPLIANCE WITH STATUTES**

The Tenant shall comply with all statutes, ordinances, regulations, by-laws relating to its use of the Land.

7. **INSURANCE**

Insurance against fire and other damage to the buildings, fences and other assets of the Tenant on the land shall be arranged and paid for by the Tenant.

8. **PUBLIC LIABILITY INSURANCE**

The Tenant shall forthwith at its own expense take out and keep current Public Liability Insurance relating to its activities on the Land for an amount of not less than \$250,000.00.

9. **RESERVES ACT 1977**

The Tenant acknowledges that it is aware that this lease is subject to the Reserves Act 1977 and accordingly the following provision (amongst others) shall apply :

The Tenant acknowledges that the Land leased shall be used for equestrian activities and the Tenant shall make the buildings available at all possible times for the use of other community groups at a rent considered reasonable by the Landlord and, if at any time the Landlord is of the opinion that the land leased is not being used or is not being sufficiently used for these purposes, the Landlord, after making such enquiries as the Landlord thinks fit and giving the Tenant an opportunity of explaining the usage of the land leased, and if satisfied that the land leased is not being used or is not being sufficiently used for the purpose specified in the lease, may terminate the lease on such terms as the Minister of Conservation approves.

10. **ASSIGNMENT OR SUBLETTING**

The Tenant shall not without the prior written consent of the Landlord assign, transfer, sublet, mortgage or part with possession of the premises provided that allowing other community organisations to use the land from time to time at a



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A handwritten signature, possibly "Mark", with a date "2002" written below it.



**16. COMPENSATION FOR IMPROVEMENTS**

On termination of the lease under clause 14 of this lease or by effluxion of time, surrender, breach of conditions or otherwise, the land together with all improvements thereon shall revert to the Landlord without compensation being payable to the Tenant or otherwise.

**17. TENANTS ANNUAL ACCOUNTS**

The Tenant shall produce each year to the Landlord a copy of the Tenants annual accounts as registered with the Registrar of Incorporated Societies.

**18. REMOVAL OF BUILDINGS**

Notwithstanding the provisions of clause 16 above the Landlord shall be entitled to require the Tenant to remove the buildings on the expiration or the termination of this lease.

**19. SERVICE OF NOTICES**

Any notice served under this Lease may be served in accordance with Section 152 of The Property Law Act 1952.

**20. ARBITRATION**

All disputes between the parties shall be submitted to arbitration under the Arbitration Act 1996.

**21. REMOVAL OF AREA B**

The Landlord shall have the right to remove the area marked B on the attached plan from the area leased to the Tenant upon giving the Tenant one year's notice in writing and on the removal of area B from the leased area the rent for the remaining area A shall remain the same as the rent charged at that time for areas A and B.



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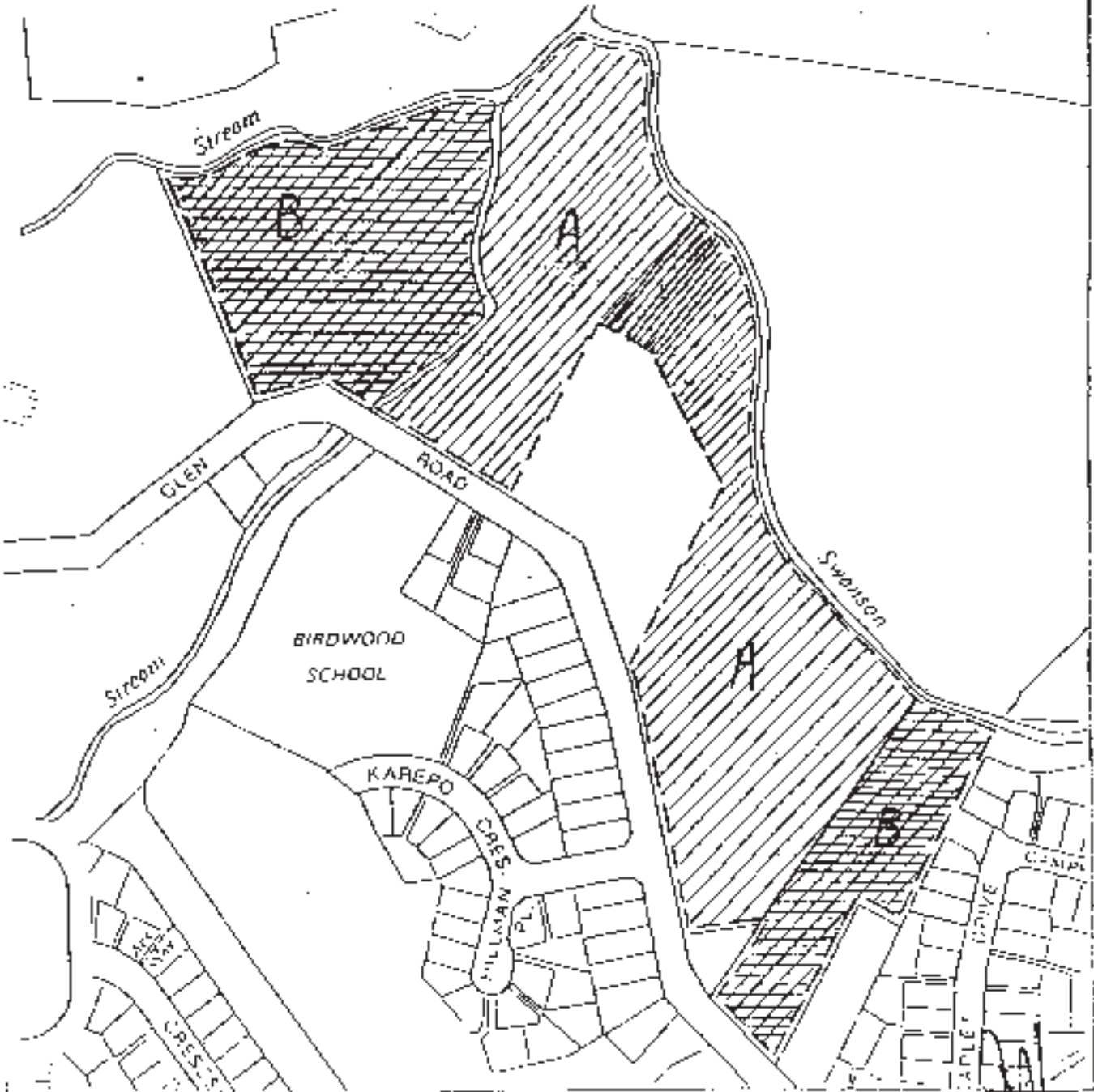
A.



AREA A - "Core" area to be leased for 20 years less one day



AREA B - to be leased for twenty years less one day but able to be removed from leased area



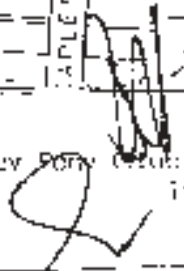
Waitakere City Council

Civic Centre, Waipareira Avenue, Lincoln, Waitakere City  
Private Bag 93106 Telephone 837 3700. Facsimile 837 1624

Land to be leased to Mousley Dairy Centre

P.N.

Scale 1 : 400



# DEED OF LEASE

Pursuant to Section 54 (1) (c) of the Reserves Act 1977

DEED made the 18<sup>th</sup> day of December 2000

LANDLORD: THE WAITAKERE CITY COUNCIL

TENANT: WAITAKERE BMX CLUB INCORPORATED

THE LANDLORD leases to the Tenant and the Tenant takes on lease the land described in the First Schedule FOR the term from the commencement date and at the annual rent set out in the First Schedule.

SIGNED by the Landlord  
by affixing its common seal  
in the presence of:



  
MAYOR/DEPUTY  
MAYOR/COUNCILLOR

  
ACTING CHIEF EXECUTIVE

SIGNED by the Tenant  
by affixing its common seal  
in the presence of:



  
RESIDENT

  
N James  
Treasurer


# FIRST SCHEDULE

**LAND:** Part of Birdwood Winery Estate being part Lot 2 Deeds Plan 50606 and being part Allotment 146 Parish of Waipareira and being part of the land contained in Certificate of Title 28/867 as shown on the diagram attached hereto outlined in yellow.

**TERM:** Ten years


**COMMENCEMENT DATE:** 1 April 2000

**EXPIRY DATE:** 31 March 2010

**ANNUAL RENT:** \$150.00 plus GST

**RENT PAYMENT DATE :** The 1st day of April each year.

**RENT REVIEW DATES :** 1 April 2002, 1 April 2004, 1 April 2006 and 1 April 2008.

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## SECOND SCHEDULE

### 1. RENT

The Tenant shall pay the rent as specified in the First Schedule above by automatic deductions from their bank account.

### 2. PAYMENT OF OUTGOINGS

The Tenant shall pay the following charges:

- i Water, gas, electricity, telephone and other utilities or services
- ii Rubbish collection
- iii New Zealand Fire Service charges and those relating to the maintenance of all fire detection and fire fighting equipment

### 3. GST

The Tenant shall pay to the Landlord GST on all rent payments payable to the Landlord hereunder.

### 4. MAINTENANCE OF THE LAND

The Tenant shall :

- i Maintain the interior and the exterior of the buildings erected on the land ("the buildings") and all services connected thereto in good order and repair and in a neat and tidy condition fair wear and tear and damage by fire and inevitable accident excepted
- ii Ensure that any graffiti is promptly removed from the buildings
- iii Ensure that the land is kept in a neat and tidy condition and that all rubbish removed from the buildings or collected from the grounds is kept in containers in a tidy condition and that this rubbish is removed from the leased area.
- iv Ensure that all environmental weeds as defined in the District Plan of the Landlord are eradicated from the Land using only herbicides approved for use

in Waitakere City and that only registered operators or holders of Advanced Growsafe Certificates are allowed to undertake spraying on the Land.

**5. TENANTS INDEMNITY**

The Tenant shall not by any act or omission with respect to the Land cause any damage or loss to the Landlord and shall indemnify the Landlord for any loss so caused.

**6. COMPLIANCE WITH STATUTES**

The Tenant shall comply with all statutes, ordinances, regulations, by-laws relating to its use of the Land.

**7. INSURANCE**

Insurance against fire and other damage to the building shall be arranged and paid for by the Tenant.

**8. PUBLIC LIABILITY INSURANCE**

The Tenant shall forthwith at its own expense take out and keep current Public Liability Insurance relating to its activities on the Land for an amount of not less than \$250,000.00.

**9. RESERVES ACT 1977**

The Tenant acknowledges that it is aware that this lease is subject to the Reserves Act 1977 and accordingly the following provision (amongst others) shall apply :

The Tenant acknowledges that the Land leased shall be used solely for the purposes of a BMX track for the Tenant and the Tenant shall make the land and facilities available at all possible times for the use of other community groups at a rent considered reasonable by the Landlord and, if at any time the Landlord is of the opinion that the land leased is not being used or is not being sufficiently used for these purposes, the Landlord, after making such enquiries as the Landlord thinks fit and giving the Tenant an opportunity of explaining the usage of the land leased, and if satisfied that the land leased is not being used or is not being sufficiently used for the purpose specified in the lease, may terminate the lease on such terms as the Minister of Conservation approves.

**10. ASSIGNMENT OR SUBLETTING**

The Tenant shall not without the prior written consent of the Landlord assign transfer sublet mortgage or part with possession of the premises provided that allowing other community organisations to use the land from time to time at a







DEED OF LEASE

PURSUANT TO SECTION 73 (3) OF THE RESERVES ACT 1977

DEED made the 7<sup>th</sup> day of February 2001

LANDLORD: THE WAITAKERE CITY COUNCIL

TENANT: TECHSCAPE LIMITED

THE LANDLORD leases to the Tenant and the Tenant takes on lease the land described in the First Schedule FOR the term from the commencement date and at the annual rent set out in the First Schedule.

SIGNED by the Landlord by affixing its common seal in the presence of:



MAYOR/DEPUTY MAYOR/COUNCILLOR

ACTING CHIEF EXECUTIVE

SIGNED by the Tenant

*Paul Jewell*  
Director - Techscape Ltd.

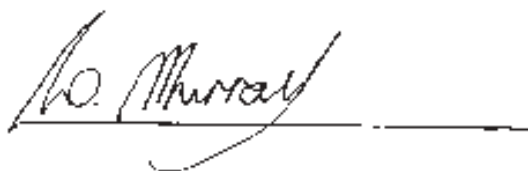
in the presence of:

*[Signature]* (DIRECTOR)

R.A. TOOLE

S.P. AUCKLAND

**SIGNED** by **WARWICK MCLEOD MURRAY**  
Community Relations Manager,  
Auckland Conservancy for and on behalf  
of the Minister of Conservation pursuant to  
a delegation under Section 10 of the  
Reserves Act 1977 in the presence of:



Witness: *D. D. Bayly*  
Occupation: *Community Relations Officer, Statutory Management*  
Address: *Department of Conservation, Auckland Conservancy.*



Property records are available on the Department of Conservation website.

## FIRST SCHEDULE

**LAND:** That part of Te Rangi Hiroa Reserve as shown hatched on the plan attached hereto being part Allotment 15 on Deposited Plan 7867 and part Lot 1 on Deposited Plan 19247 and being more particularly described as a Recreation Reserve subject to the Reserves Act 1977.

**TERM:** Five years

**COMMENCEMENT:** 1 October 2000

**FINAL EXPIRY DATE:** 30 September 2005

**MONTHLY RENT:** \$1,430.00 plus GST

**RENT PAYMENT DATES:** The 1st day of each month for the term of this lease commencing on the 1st day of October 2000.

**RENT REVIEW DATES:** 1 October 2002 and 1 October 2004



## SECOND SCHEDULE

### 1. RENT

The Tenant shall pay the rent as specified in the First Schedule above by automatic deduction from their bank account.

### 2. GST

The Tenant shall pay to the Landlord GST on all payments payable to the Landlord thereunder.

### 3. TENANTS INDEMNITY

The Tenant shall not by any act or omission with respect to the land cause any damage or loss to the Landlord and shall indemnify the Landlord for any loss so caused.

### 4. COMPLIANCE WITH STATUTES

The Tenant shall comply with all statutes, ordinances, regulations, by-laws and management plans relating to its use of the land.

### 5. RESERVES ACT 1977

The Tenant acknowledges that it is aware that this Lease is granted subject to the Reserves Act 1977 and accordingly the following provisions (amongst others) apply:

- i On the termination of this lease under clause 11 or by effluxion of time, surrender, breach of conditions, or otherwise the land, together with all improvements thereon, shall revert to the Landlord without compensation being payable to the Tenant
- ii The Tenant shall not without the prior written consent of the Minister of Conservation and the Landlord erect any building on the land.
- iii The land leased shall be used solely for the purposes of a nursery and, if at any time the Landlord is of the opinion that the land leased is not being used or not being sufficiently used for these purposes, or if the Landlord considers the land is required for the purpose of public recreation or any other purpose, the lease may be terminated on such terms as the Minister of Conservation approves
- iv The Tenant shall ensure that any indigenous flora or fauna on the land is protected.

- (c) The Tenant shall be responsible for minor repairs to the house and garage at 79 Glen Road (eg windows, lightbulbs, stove elements etc) and for keeping the swimming pool at that address safe and secure but the Landlord shall be responsible for all major repairs and maintenance.

#### 10. PUBLIC LIABILITY INSURANCE

The Tenant shall forthwith at its own expense take out and keep current public liability insurance relating to its activity on the land for an amount of not less than \$200,000.00.

#### 11. RE-ENTRY AND TERMINATION

The Landlord may re-enter the land and terminate this lease at any time after the occurrence of any one of the following:

- i The rent is in arrears for thirty days
- ii The Tenant is in breach of any of its obligations under this lease.
- iii The Tenant is insolvent, bankrupt or put into liquidation

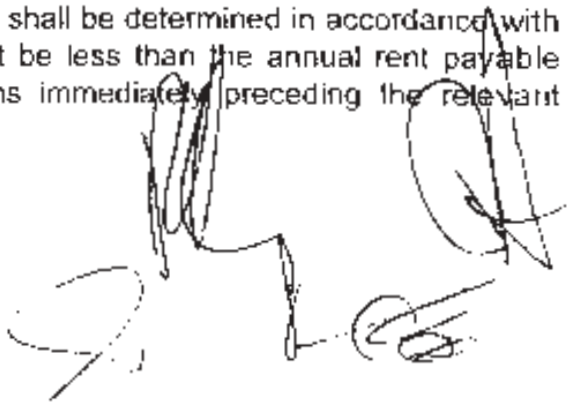
#### 12. TERMINATION

When the lease terminates the Tenant shall be entitled to remove any improvements to the land made by him but shall not be entitled to compensation from the Landlord for any improvements that are not removed.

#### 13. RENT REVIEW

The annual rent may be reviewed by the Landlord as follows:

- (a) The Landlord shall commence a review by not earlier than three (3) months prior to a review date or at any time thereafter giving written notice to the Tenant specifying the annual rent considered by the Landlord to be the current market rent as at that review date.
- (b) If, by written notice to the Landlord within twenty-eight (28) days after receipt of the Landlord's notice, the Tenant disputes that the proposed new annual rent is the current market rent then the new rent shall be determined in accordance with clause 13.1. But the new rent shall not be less than the annual rent payable during the period of twelve (12) months immediately preceding the relevant review date.



6. **ASSIGNMENT OR SUBLETTING**

The Tenant shall not without the prior written consent of the Landlord assign transfer sublet part with possession mortgage or charge the land.

7. **PERMITTED USE**

- (i) The Tenant shall use the land only for the purposes of a nursery and as accommodation for the caretaker of the leased land
- (ii) The Tenant shall not erect any building or structure on the land or bring any building, structure or container onto the land without first obtaining the consent of the Landlord in writing.

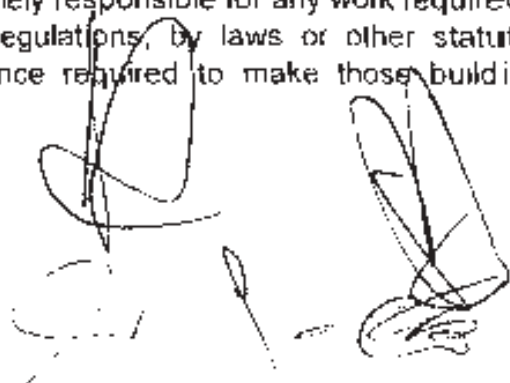
8. **PAYMENT OF OUTGOINGS**

The Tenant shall pay the following charges:

- (i) Water, gas, electricity, telephone and other utilities or services
- (ii) Rubbish collection
- (iii) New Zealand Fire Service charges and those relating to the maintenance of all fire detection and fire fighting equipment for the building.

9. **MAINTENANCE OF THE LAND AND BUILDING**

- (a) The Tenant shall be responsible for the following maintenance of the land:
  - (i) The keeping of all fences, gates and drains in good order and repair
  - (ii) The keeping of all water pipes and plumbing fittings relating thereto in good order and repair
  - (iii) The keeping of the Land in accordance with good agricultural practice including where necessary the eradication of all environmental weeds as defined in the District Plan of the Landlord. The Tenant shall also ensure that all pesticides or herbicides used by the Tenant on the Land are on the Landlords approved schedule and are used in an approved manner.
  - (iv) The keeping of the land in a generally clean and tidy state and free of any litter or rubbish.
  
- (b) The Tenant acknowledges that all the buildings on the land other than the house and garage at 79 Glen Road are the property and the responsibility of the Tenant and the Tenant shall be solely responsible for any work required to make these buildings comply with regulations, by laws or other statutory obligations and any other maintenance required to make those buildings useable.



- (c) If the Tenant fails to give such notice (time being of the essence) the Tenant shall be deemed to have accepted the annual rent specified in the Landlord's notice.
- (d) The annual rent so determined or accepted shall be the annual rent from the review date or the date of the Landlord's notice if such notice is given later than three (3) months after the review date.
- (e) Pending the determination of the new rent, the Tenant shall pay the rent specified in the Landlord's notice provided that the rent is substantiated by a registered valuer's report. Upon determination of the new rent an appropriate adjustment shall be made.
- (f) The rent review at the option of either party may be recorded in a Deed, the cost of which shall be payable by the Tenant.

**13.1** Immediately following receipt by the Landlord of the Tenant's notice the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within fourteen (14) days then the new rent may be determined either:

- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration, or
- (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
  1. Each party shall appoint a valuer and give written notice of the appointment to the other party within fourteen (14) days of the parties agreeing to so determine the new rent.
  2. If the party receiving a notice fails to appoint a valuer within the fourteen (14) days period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.
  3. The valuers appointed before commencing their determination shall appoint an umpire who need not be a registered valuer.
  4. The valuers shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the umpire.
  5. Each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound thereby

When the new rent has been determined the arbitrators or the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties

**14. RIGHT OF INSPECTION**

The Landlord shall be entitled to enter onto the land and enter into all buildings on the land at any reasonable times to view their condition.

**15. SERVICE OF NOTICES**

Any notice served under this Lease may be served in accordance with Section 152 of The Property Law Act 1952.

**16. ARBITRATION**

All disputes between the parties shall be submitted to arbitration under the Arbitration Act 1908.





TOP FLOOR OF WINERY

D-7/11

W114

THIS DEED made the 1<sup>st</sup> day of August 1986

BETWEEN THE WAITEMATA CITY COUNCIL (hereinafter called "the Lessor" of the first part)

AND THE WEST CITY DARTS ASSOCIATION INC (hereinafter called "the Lessee" of the second part)

WHEREAS The land known as the Glen Road Reserve more particularly described in the Schedule hereto (hereinafter referred to as "the said land") is vested in the Lessor in fee-simple.

AND WHEREAS the Lessor has agreed to lease to the Lessee that portion of the said land as is more particularly delineated red on the plan attached hereto (hereinafter referred to as "the leased area") and to permit the Lessee to use and occupy as Clubrooms and for the purpose of furthering the Lessee's activities the top floor of the building currently erected thereon and known as "the Old Winery Building" (hereinafter called "the said building") and, further, to make such additions, alterations and extensions to the said building as are hereinafter set out so as to better fit the said building for such purpose (the leased area and the said building and any addition, alteration and extension thereto being hereinafter called "the said premises")

NOW THIS DEED WITNESSETH that in consideration of the foregoing and of the rent hereby reserved the Lessor DOETH HEREBY OFFER AND LEASE the said premises unto the Lessee SUBJECT TO the following covenants, conditions and restrictions:-

1. THE term of this lease shall be 20 years from the 1st day of July 1986

*Handwritten signature/initials*  
A. M. May

2. THE Lessee shall pay to the Lessor an annual rent of \$5.00 payable in advance on the 1st day of January in each and every year during the term hereby agreed to be created PROVIDED HOWEVER that Lessor shall have the right at any time before the expiration of the first 10 year period of the said term to review the annual rental payable by the Lessee, and by notice in writing to the lessee, to increase the annual rent charge payable as aforesaid for that subsequent period, such reviewed rental to reflect the current market rent charge for the said building.

3. THE Lessee shall not assign charge or part with possession of the said premises or any part thereof, except in accordance with Clause 4 hereof.

4. THE Lessee shall use the said premises solely for the purpose of Clubrooms in accordance with its constitution PROVIDED HOWEVER that the Lessee shall, so far as reasonably possible without unduly conflicting with the foregoing, make the said premises or any part thereof available for hire on a regular basis and subject to such terms conditions and hire charge as may be approved by the Lessor in any instance to such other service and community organisations as shall from time to time make application to the lessee to be permitted such use TO THE INTENT that the facility is utilised by the inhabitants of the district as fully and completely as is possible and appropriate to the particular circumstances.

5. IF at any time the Lessor is of the opinion that the said premises are not being used or are not being sufficiently used for the above purpose and in accordance with the foregoing Clause 4 hereof the Lessor after making such enquiries as it thinks fit and giving the Lessee an opportunity

*P. M. May*



of explaining the usage of the said premises and if satisfied that the said premises are not being used or not being sufficiently used as aforesaid may terminate the lease whereupon the said premises (including all improvements thereon whether made erected or constructed before or after the date hereof) shall revert to the Lessor without compensation being payable to the Lessee by the Lessor whatsoever.

6. ON termination of the within lease by effluxion of time, surrender, breach of conditions or otherwise the said premises (including all improvements thereon whether made erected or constructed before or after the date hereof) shall revert to the Lessor without compensation being payable to the Lessee by Lessor whatsoever.

7. THE Lessee will at all times and from time to time during the continuance of this lease to the satisfaction of the Lessor and its duly appointed representatives keep and maintain the said premises including and any addition or extension to the said building in good order repair and condition and will at all times comply with the bylaws of the Waiterata City Council and the requirements of the Town and Country Planning Act 1977 or any Act in substitution therefore and the Lessee shall indemnify and keep the Lessor indemnified from and against all actions claims suits costs and demands arising out of the use and occupation of the said premises by the Lessee or any other service or community organisation in accordance with Clause 4 hereof, its/or their members invitees servants and workmen as aforesaid.

8. THE Lessee will forthwith restore or make good any damage which may be done to the said premises or any part thereof at any time during the term of the within lease but at all times shall comply with the provisions of Clause 13 hereof.

*Handwritten signature:*  
A. M. May

*Handwritten signature:*  
S. S.

9. ANY person authorised by Lessor may at all reasonable time enter upon the said premises or any part thereof and view and inspect the same and upon receipt by the Lessee of a notice in writing from any responsible officer of the Lessor of any defect or want of repair of the said building requiring the Lessee within a reasonable time to be therein specified for repairing the same and the Lessee shall with all reasonable speed cause the defect to be remedied and/or the repairs to be made.

10. THAT the Lessee shall not do or cause or suffer to permit to be done on the said premises anything that may prejudice the Lessor in its tenure or control of the land or render the Lessor liable to any action claim demand or proceedings whatsoever and the Lessee will indemnify the Lessor against any loss or damage arising out of any such action claim demand or proceedings aforesaid.

11. THE Lessee shall not commence or permit to be altered the said building so erected on the said land without first supplying the Lessor with detailed plans and specifications thereof and obtaining both the Lessor's approval in writing to such alterations together with a building permit in accordance with the Waitemata City Council Building Bylaws.

12. THE Lessor may issue such building permit pertaining to alterations to the said building on such conditions as it in its sole discretion shall think fit and it shall be a condition of any such permit that the said structure building or improvement be erected by a building or builders approved by the Lessor.

13. THE Lessee will insure with the meaning ascribed to those words in the Fourth Schedule of the Land Transfer Act 1952 and will deposit with

*Handwritten notes:*  
14. no. 1014  
15. no. 1014



the Lessor every such policy of insurance and produce to it the receipt or receipts for the annual or other premiums payable on account thereof and all moneys received pursuant to any such insurance shall be firstly expended in or towards the repair reinstatement and re-erection of the structures buildings or improvements of a structural nature on the said premises destroyed or damaged and if all or any part of the moneys received are not used in the aforesaid manner then their dispersal shall be in the manner required by the Lessor.

14. THAT the Lessee will pay the costs of the installation of any water service and sewer connection should such be required and will be responsible to punctually pay the Lessor the fees and water charges which may from time to time be fixed by the Lessor and any other rates or taxes levied on the said premises and any charges made for the disposal of refuse and power supply.

15. THE Lessee shall ensure that from time to time and at all times it shall so organise and plan its activities and the use of the said premises that the public and in particular the inhabitants of the locality are not adversely affected thereby and so that properties in the locality suffer no material detraction thereby.

16. IT shall be lawful for any person not being a member of the West City Darts Association to enter and for any reasonable space of time to remain as a spectator upon the leased area at all times and any person so entering or remaining on the leased area shall not so long as he conducts and behaves himself in an orderly and solemn manner and refrains from hindering and obstructing the activities of the Lessee be deemed to be a

*Handwritten signature*  
K. M. May

*Handwritten signature*

trespasser PROVIDED HOWEVER that the authority herein contained shall not be deemed to authorise any person to enter or be within or upon the said building without the previous consent of some member of the said West City Darts Association.

17. THE Lessee may make such rules for the management and control of the said premises and for the conduct of persons using the same as may be proper and necessary and not inconsistent with the conditions of this Lease PROVIDED ALWAYS that all such rules before coming into force shall be submitted to and approved by the Lessor. All such rules when approved and adopted shall be put up in some conspicuous place in the said building for the information and guidance of all persons entering upon and using the said premises. No such rule shall be inconsistent with the rights reserved in Clause 16 hereof.

18. IF the Lessee shall make default in payment of the yearly payments reserved in Clause 2 hereof on the days upon which the same fall due or in case of the breach by the Lessee of any of the terms and conditions herein contained or implied being continued for the space of thirty (30) days after notice in writing stating the nature of such breach shall have been given by the Lessor to the Lessee it shall be lawful for the Lessor to determine these presents PROVIDED HOWEVER that such determination shall not release the Lessor from its liability in respect of any moneys owing to the Council or of any preceding breach of the said terms and conditions.

19. THAT if the Lessee shall during the term of this lease observe and perform the covenants conditions and agreements herein contained and implied the Lessee may give notice to the Lessor not more than six (6) months or less than three (3) months before the expiration of the said term of its desire to obtain a renewal of this lease and provided in the

*M. M. May*

opinion of the Lessor that there is sufficient evidence of a need for the Lessee to continue to use and occupy the said premises in the public interest and that the said premises or any part thereof is not required for other purpose then the Lessor will consider the granting of a renewal of this lease for a further term of years and on such other terms and conditions as shall be determined by the Lessor excepting this present right of renewal.

20. THE Lessee acknowledges that the said building is currently used on a casual basis by several community groups and agrees to allow the Groups to continue with their use of the said building provided that such use is not inconsistent with the Lessee's use of the building and so long as use is consistent and in accordance with the provisions of Clause 4 hereof.

21. NOTHING in the foregoing clauses shall entitle the Lessor to the continued use of any of the Lessor's chattels which may be situated in the said building at the date hereof. The Lessee covenants to retain all such chattels on the said premises until the Lessor requires to uplift same, in the same condition and order as at present fair wear and tear excepted and acknowledges that all such chattels remain the property of the Lessor.

*For signature:  
R. M. May*



