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**10.2 RIGHT OF WAY EASEMENT FOR TE HANGA**

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DOCUMENTS

10.2: RIGHT OF WAY EASEMENT FOR TE HANGA

EASEMENT INSTRUMENT  
to grant easement

Section 109, Land Transfer Act 2017

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

[Trustees of the [Te Puāwaitanga o Ngāti Hinerangi Iwi] Trust]

Grantee

*Surname must be underlined*

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the burdened land set out in Schedule A, grants to the Grantee in gross the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

ATTESTATION:

<hr/> Signature of Grantor	Signed in my presence by the Grantor:
	<hr/> <i>Signature of Witness</i>
	Witness Name:
	Occupation:
	Address:

All signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

10.2: RIGHT OF WAY EASEMENT FOR TE HANGA

Easement Instrument	Dated:	Page of pages
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<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 2017

\_\_\_\_\_

Solicitor for the Grantee

All signing parties and either their witnesses or solicitors must sign or initial in this box.



**DOCUMENTS**

**10.2: RIGHT OF WAY EASEMENT FOR TE HANGA  
SCHEDULE A**

Easement Instrument	Dated:	Page of      pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Pedestrian Right of Way	[The area marked blue on deed plan OTS-135-07 (the easement area will be generally 3 metres wide) Subject to survey.]  <b>The Easement Area</b>	[Section [ ] on SO [ ] Subject to survey.]  <b>The Grantor's Land</b>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

10.2: RIGHT OF WAY EASEMENT FOR TE HANGA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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RIGHTS AND POWERS

1 Pedestrian Right of way

- 1.1 The right of way includes the right for the Grantee, its employees, contractors and invitees (including the general public as the Grantee's invitees) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining lands, then the Grantee its employees, contractors and invitees may proceed along the Easement Area by foot and with all necessary tools, equipment (including firearms) and dogs to carry out the work.
- 1.2 The right of way includes—
  - 1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
  - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
  - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
  - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor. However, hunting dogs may be taken on the Easement Area with a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not apply to dogs allowed on the Easement Area under clause 1.1.
- 1.5 No firearm or other weapon may be carried on the Easement Area without a current hunting permit issued by the Grantee.
- 1.6 For avoidance of doubt, clause 1.4 and clause 1.5 do not authorise hunting or the discharge of any firearm on the Grantor's Land.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

10.2: RIGHT OF WAY EASEMENT FOR TE HANGA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

**2 General rights**

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then the Grantor is responsible for repair and maintenance of the track on the Easement Area and associated costs only to the extent that the use by the Grantor results in repair and maintenance requirements that are additional to the repair and maintenance the Grantee is responsible for in clause 3.1.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

**4 Rights of entry**

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

All signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

10.2: RIGHT OF WAY EASEMENT FOR TE HANGA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
  - (i) meet the obligation; and
  - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

10.2: RIGHT OF WAY EASEMENT FOR TE HANGA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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**6 Disputes**

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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**10.3 RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA**

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DOCUMENTS

10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA

EASEMENT INSTRUMENT  
to grant easement

Section 109, Land Transfer Act 2017

Land Registration District

South Auckland

Grantor

Surname must be underlined

Trustees of the [Te Puāwaitanga o Ngāti Hinerangi Iwi] Trust

Grantee

Surname must be underlined

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the burdened land set out in Schedule A, **grants to the Grantee** in gross the easement(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

ATTESTATION:

<hr/> Signature of Grantor	Signed in my presence by the Grantor:
	<hr/>
	Signature of Witness
	Witness Name:
	Occupation:
	Address:

All signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA

Easement Instrument	Dated:	Page of pages
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<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 2017

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Solicitor for the Grantee

All signing parties and either their witnesses or solicitors must sign or initial in this box.



**DOCUMENTS**

**10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA**

**SCHEDULE A**

Easement Instrument	Dated:	Page    of    pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Pedestrian Right of Way	[The area marked blue on deed plan OTS-135-09 (the easement area will be generally 3 metres wide) Subject to survey.]  <b>The Easement Area</b>	[Section [ ] on SO [ ] Subject to survey.]  <b>The Grantor's Land</b>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



DOCUMENTS

10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Pedestrian Right of way

- 1.1 The right of way includes the right for the Grantee its employees, contractors and invitees (including the general public as the Grantee's invitees) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining lands, then the Grantee its employees, contractors and invitees may proceed along the Easement Area by foot and with all necessary tools, equipment (including firearms) and dogs to carry out the work.
- 1.2 The right of way includes—
- 1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
  - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
  - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
  - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor. However, hunting dogs may be taken on the Easement Area with a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not apply to dogs allowed on the Easement Area under clause 1.1.
- 1.5 No firearm or other weapon may be carried on the Easement Area without a current hunting permit issued by the Grantee.
- 1.6 For avoidance of doubt, clause 1.4 and clause 1.5 do not authorise hunting or the discharge of any firearm on the Grantor's Land.

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DOCUMENTS

10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

**2 General rights**

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then the Grantor is responsible for repair and maintenance of the track on the Easement Area and associated costs only to the extent that the use by the Grantor results in repair and maintenance requirements that are additional to the repair and maintenance the Grantee is responsible for in clause 3.1.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

**4 Rights of entry**

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

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DOCUMENTS

10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
  - (i) meet the obligation; and
  - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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**6 Disputes**

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

All signing parties and either their witnesses or solicitors must sign or initial in this box.



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**10.4 RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

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DOCUMENTS

10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY

EASEMENT INSTRUMENT  
to grant easement

Section 109, Land Transfer Act 2017

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

[Trustees of the [Te Puāwaitanga o Ngāti Hinerangi Iwi] Trust]

Grantee

*Surname must be underlined*

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the burdened land set out in Schedule A, grants to the Grantee in gross the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

ATTESTATION:

<hr/> Signature of Grantor	<b>Signed in my presence by the Grantor:</b>
	<hr/>
	<i>Signature of Witness</i>
	<b>Witness Name:</b>
	<b>Occupation:</b>
	<b>Address:</b>

All signing parties and either their witnesses or solicitors must sign or initial in this box.



DOCUMENTS

10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY

Easement Instrument	Dated:	Page	of	pages
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<p><b>Signed on behalf of Her Majesty the Queen by</b></p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p><b>Signature of Grantee</b></p>	<p><b>Signed in my presence by the Grantee</b></p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><b>Witness Name:</b></p> <p><b>Occupation:</b></p> <p><b>Address:</b></p>
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Certified correct for the purposes of the Land Transfer Act 2017

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Solicitor for the Grantee

All signing parties and either their witnesses or solicitors must sign or initial in this box.
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**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

**SCHEDULE A**

Easement Instrument	Dated:	Page    of    pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Pedestrian Right of Way	[The area marked blue on deed plan OTS-135-10 (the easement area will be generally 3 metres wide) Subject to survey.]  <b>The Easement Area</b>	[Section [ ] on SO [ ] Subject to survey.]  <b>The Grantor's Land</b>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page of pages
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**RIGHTS AND POWERS**

**1 Pedestrian Right of way**

- 1.1 The right of way includes the right for the Grantee, its employees, contractors and invitees (including the general public as the Grantee's invitees) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining lands, then the Grantee, its employees, contractors and invitees may proceed along the Easement Area by foot and with all necessary tools equipment (including firearms) and dogs to carry out the work.
- 1.2 The right of way includes—
  - 1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
  - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
  - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
  - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor. However, hunting dogs may be taken on the Easement Area with a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not apply to dogs allowed on the Easement Area under clause 1.1.
- 1.5 No firearm or other weapon may be carried on the Easement Area without a current hunting permit issued by the Grantee.
- 1.6 For avoidance of doubt, clause 1.4 and clause 1.5 do not authorise hunting or the discharge of any firearm on the Grantor's Land.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



DOCUMENTS

10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

**2 General rights**

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then the Grantor is responsible for repair and maintenance of the track on the Easement Area and associated costs only to the extent that the use by the Grantor results in repair and maintenance requirements that are additional to the repair and maintenance the Grantee is responsible for in clause 3.1.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

**4 Rights of entry**

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

All signing parties and either their witnesses or solicitors must sign or initial in this box.

**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
  - (i) meet the obligation; and
  - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

<b>All signing parties and either their witnesses or solicitors must sign or initial in this box.</b>
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DOCUMENTS

10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

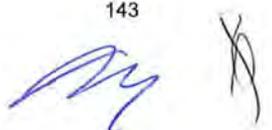
All signing parties and either their witnesses or solicitors must sign or initial in this box.



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**10.5 RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

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DOCUMENTS

10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY

EASEMENT INSTRUMENT  
to grant easement

Section 109, Land Transfer Act 2017

Land Registration District

South Auckland

Grantor

Surname must be underlined

[Trustees of the [Te Puāwaitanga o Ngāti Hinerangi Iwi] Trust]

Grantee

Surname must be underlined

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the burdened land set out in Schedule A, grants to the Grantee in gross the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

ATTESTATION:

<hr/> Signature of Grantor	<b>Signed in my presence by the Grantor:</b>
	<hr/>
	Signature of Witness
	Witness Name:
	Occupation:
	Address:

All signing parties and either their witnesses or solicitors must sign or initial in this box.



**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**SCHEDULE A**

Easement Instrument	Dated:	Page    of    pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Pedestrian Right of Way	[The area marked red on deed plan OTS-135-11 (the easement area will be generally 3 metres wide) Subject to survey.]  <b>The Easement Area</b>	[Section [ ] on SO [ ] Subject to survey.]  <b>The Grantor's Land</b>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

DOCUMENTS

10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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**RIGHTS AND POWERS**

**1 Pedestrian Right of way**

- 1.1 The right of way includes the right for the Grantee, its employees, contractors and invitees (including the general public as the Grantee's invitees) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining lands, then the Grantee its employees or contractors and invitees may proceed along the Easement Area by foot with all necessary tools, equipment (including firearms) and dogs to carry out the work.
- 1.2 The right of way includes—
  - 1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
  - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
  - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
  - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor. However, hunting dogs may be taken on the Easement Area with a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not apply to dogs allowed on the Easement Area under clause 1.1.
- 1.5 No firearm or other weapon may be carried on the Easement Area without a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not authorise the discharge of any firearm on the Easement Area or the Grantor's Land.
- 1.6 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

All signing parties and either their witnesses or solicitors must sign or initial in this box.



**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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**2 General rights**

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then the Grantor is responsible for repair and maintenance of the track on the Easement Area and associated costs only to the extent that the use by the Grantor results in repair and maintenance requirements that are additional to the repair and maintenance the Grantee is responsible for in clause 3.1.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

**4 Rights of entry**

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
  - 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
  - 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
  - (i) meet the obligation; and
  - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

**6 Disputes**

If a dispute in relation to this easement arises between the Grantor and Grantee—

<b>All signing parties and either their witnesses or solicitors must sign or initial in this box.</b>
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**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



DOCUMENTS

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**10.6 RIGHT OF WAY EASEMENT FOR WAIRERE FALLS PROPERTY**

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**DOCUMENTS**

**10.6: RIGHT OF WAY EASEMENT FOR WAIRERE FALLS PROPERTY**

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor**

**Matamata-Piako District Council**

**Grantee**

**[the Trustees of the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust]**

**Grant of Easement or *Profit à prendre***

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	[The area coloured purple and shown as "A" on the plan attached (subject to survey)]	Section 1 on SO 523878 Record of Title 853192	[Section [ ] on SO [ ] (formerly part Section 9, Block XI Wairere Survey District (subject to survey))]
Right of way	[The area coloured purple and shown as "B" on the plan attached (subject to survey)]	Section 1 on SO 523878 Record of Title 853192	[Section [ ] on SO [ ] (formerly part Section 9, Block XI Wairere Survey District (subject to survey))]

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018.

The implied rights and powers are hereby **[varied and added to]** **[negated]** **[added to]** or **[substituted]** by:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]

the provisions set out in Annexure Schedule 1.

DOCUMENTS

10.6: RIGHT OF WAY EASEMENT FOR WAIRERE FALLS PROPERTY

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

Dated

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Continue in additional Annexure Schedule, if required.

The rights and powers implied in easements contained in Schedule 5 of the Land Transfer Regulations 2018 ("Regulations") are varied as follows:

**1. Rights and Powers applying to Right of Way**

1.1 Clause 6(1) of Schedule 5 of the Regulations is deleted and replaced with the following:

"6(1) A right of way includes the right of the grantee, in common with the grantor and other persons to who the grantor may grant similar rights, at all times to go over and along the easement facility with or without any kind of vehicle, machinery or implement, provided that any such vehicle, machinery or implement falls within the type, weight and speed parameters set out in the New Zealand driver licence "Class 1" category as specified by the New Zealand Transport Authority as at the date of this easement instrument.

1.2 Clause 6(2) of Schedule 5 of the Regulations is deleted in its entirety.

1.3 Clause 6 of Schedule 5 of the Regulations is varied to include the following additional rights and powers:

"6(6) The Grantee shall comply at all times with all statutes and regulations (including, without limitation, health and safety requirements) and local authority requirements as are necessary in respect of exercising its rights pursuant to this easement instrument.

6(7) The Grantee will ensure that all vehicles exiting Easement B must at all times follow the marked traffic flow direction around Easement A.

6(8) In respect of the right of way shown ["B" on the plan attached (subject to survey)] ("Easement B") only, the following provisions shall apply:

(a) The Grantee may, at its option and at its cost, form a 4.00 metre wide sealed or unsealed driveway within the easement facility from that part of the boundary where Easement B adjoins the legal road. For the avoidance of doubt, the provisions of this easement do not confer any obligation or requirement on the part of the Grantee to form or establish a driveway over Easement B;

(b) The Grantee will take all reasonable precautions for guarding against risks and hazards associated with the Grantee's use of the easement facility (including, without limitation, fire, physical damage, transmission of disease and/or the spread of contaminants);

(c) In establishing the driveway, the Grantee will ensure that as little damage or disturbance as reasonably possible is caused to the surface of the easement area and/or the Burdened Land not comprising the driveway ("Balance Land") and the Grantee will ensure that the surface of the Balance Land following establishment is restored as nearly as reasonably possible to the condition it was in prior to the Grantee's use pursuant to this easement;

DOCUMENTS

10.6: RIGHT OF WAY EASEMENT FOR WAIRERE FALLS PROPERTY

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

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Continue in additional Annexure Schedule, if required.

- (d) *The Grantee will not substantially change the natural watercourse and will follow the general lay of the contours with the driveway through the easement area. Any changes proposed or major disturbances to the Burdened Land, existing structures or natural watercourses need to be approved by the Grantor; and*
- (e) *The Grantee shall be responsible for obtaining any resource and/or building consents and any other consents or permits required to form the driveway in Easement B."*

**2. Repairs, Maintenance and Costs**

2.1 Clause 11 of Schedule 5 of the Regulations is deleted and replaced with the following:

**"11 Repair, Maintenance and Costs**

11.1 *In respect of Easement A only, the following provisions shall apply:*

- (a) *The Grantor is responsible for monitoring and for arranging the repair and maintenance of the easement facility (including without limitation all roads, bridges, improvements and any other structures located in the easement area), and for all the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.*
- (b) *The Grantor is responsible for meeting any associated requirements of the relevant local authority.*
- (c) *Notwithstanding the provisions contained in clauses 11.1, the Grantee will pay the costs of any repair and maintenance of the easement facility that is attributable solely to an act or omission by the Grantee. However, if the repair and maintenance of the easement facility is only partly attributable to act or omission by the Grantee:*
  - (i) *the Grantee must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and*
  - (ii) *the balance of those costs is payable by the Grantor."*

11.2 *In respect of Easement B only, the following provisions shall apply:*

- (a) *The Grantee is responsible for monitoring and for arranging the repair and maintenance of the easement facility (including without limitation all roads, bridges, improvements and any other structures located in the easement area), and for all the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.*
- (b) *The Grantee is responsible for meeting any associated requirements of the relevant local authority.*

DOCUMENTS

10.6: RIGHT OF WAY EASEMENT FOR WAIRERE FALLS PROPERTY

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

Dated

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Continue in additional Annexure Schedule, if required.

(c) *Notwithstanding the provisions contained in clauses 11.2, the Grantor must promptly carry out at the Grantor's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by the Grantor. However, if the repair and maintenance of the easement facility is only partly attributable to act or omission by the Grantor:*

(i) *the Grantor must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and*

(ii) *the balance of those costs is payable by the Grantee."*

**Reserves Act 1977**

3.1 Notwithstanding that the Burdened Land is subject to the Reserves Act 1977, pursuant to section [X] of the Ngāti Hinerangi Claims Settlement Act [Year] this instrument is enforceable in accordance with its terms and is to be treated as having been granted in accordance with the Reserves Act 1977.

**4. General**

4.1 The rights and powers implied by Section 297 of the Property Law Act 2007 and Schedule 5 of the Property Law Act 2007 do not apply to any of the easements created by this instrument.



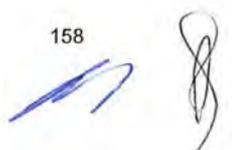




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**11. ENCUMBRANCE FOR LICENSED LAND**

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**11.1 TUAHU TRACK CARPARK EASEMENT**

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DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Approved by Registrar-General of Land under No.2007/6225  
Annexure Schedule 1

Easement Instrument

Dated

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Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement; <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of Way	Area C on DPS 57167	[to be inserted]	In gross

**Easements or profits à prendre  
rights and powers (including  
terms, covenants and conditions)**

Delete phrases in [ ] and insert memorandum  
number as required;  
Continue in additional Annexure Schedule, if  
required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are [varied] [negatived] [added to] or [substituted] by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A      Dated       Page  of  Pages

Continue in additional Annexure Schedule, if required.

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions:**

In this Easement Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister which may include members of the general public.

**1.2 Construction**

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

**2 GRANT OF ACCESS RIGHTS**

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [insert details] ("Grantor's Land") together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A      Dated       Page  of  Pages

Continue in additional Annexure Schedule, if required.

2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this easement instrument.

2.3 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

**3 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

3.1 The Grantee shall have the right to pass and repass from time to time with or without vehicles over and along the easement facility and the right to stop and park vehicles in such areas of the easement facility so as not to prevent, inhibit or restrict the safe passage of vehicles along the forestry road contained within the Grantor's Land.

3.2 The Grantee shall when passing or repassing over the Grantor's Land:

3.2.1 except when using the easement facility for parking in accordance with this easement instrument, wherever possible, remain on the forestry roads and tracks constructed on the Grantor's Land and when on those forestry roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.2.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

3.2.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor and the Crown Forest Licensee;

3.2.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.2.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.2.5):

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

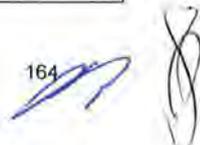
Dated

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Continue in additional Annexure Schedule, if required.

- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.3 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.3 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.4 For the avoidance of doubt the Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper either the Grantor or the Crown Forest Licensee or their agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.5 The Grantee will be responsible for the costs and maintenance of the easement facility to a standard suitable for its use as determined by the Grantee. When carrying out any repairs, maintenance or improvements to the easement facility, the Grantee shall not:
- 3.5.1 alter the nature of the easement facility, including the nature, size or location of any forestry road or track running through the easement facility; or
  - 3.5.2 alter the way in which the run-off from the easement facility or any forestry road or track is disposed of; or
  - 3.5.3 store equipment or material on the Grantor's Land; or
  - 3.5.4 park on any part of the Grantor's Land other than the easement facility, provided that such parking on the easement facility does not prevent, inhibit or restrict the safe passage of vehicles along the forestry road contained within the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.6 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

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Continue in additional Annexure Schedule, if required.

- 3.7 The Grantee shall not, without the prior written approval of the Grantor and the Crown Forest Licensee, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.8 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.
- 3.9 Clauses 3.10 to 3.13 do not limit clause 3.8 and apply to the exercise of rights and compliance with obligations under this easement instrument.
- 3.10 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:
- 3.10.1 the Grantor; and
- 3.10.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land,
- in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.
- 3.11 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.
- 3.12 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.
- 3.13 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Grantor's Land.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

Page 5 of 8 Pages

Continue in additional Annexure Schedule, if required.

5 COSTS

The Grantee shall be liable to the Grantor and the Crown Forest Licensee as applicable for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

6 LICENCE AND PUBLIC ACCESS EASEMENT

*[The first part of this clause will be omitted if there is no crown forestry licence at the time this easement is granted]*

6.1 The Grantor and the Grantee record that at the time that the easement is granted there is:

6.1.1 a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

6.1.2 a Public Access Easement over the easement area granted under section 25 of the Crown Forest Assets Act and recorded in Public Access Easement Certificate B102557.2 and this Easement Instrument is entered into subject to, and does not override the terms of, the Public Access Easement as at the date of this Easement Instrument.

7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

Page 6 of 8 Pages

Continue in additional Annexure Schedule, if required.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

8 DELEGATION

8.1 All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party, **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by [the trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] as Grantor:

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

In the presence of:

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantee by  
\_\_\_\_\_  
[Operations Manager] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

\_\_\_\_\_  
Name:  
Occupation:  
Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.1: TUAHU TRACK CARPARK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

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Continue in additional Annexure Schedule, if required.

**SCHEDULE**

**1 GRANTOR'S ADDRESS:**

**Te Puāwaitanga o Ngāti Hinerangi Iwi Trust**

40 Jellicoe Road  
PO Box 20  
Matamata 3040

**2 GRANTEE'S ADDRESS:**

Department of Conservation

[enter address]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

---

**11.2 TUAHU TRACK EASEMENT**

---

DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Easement Type A

Approved by Registrar-General of Land under No.2007/6225

Easement instrument to grant easement or profit à prendre, or create land covenant  
Section 109 Land Transfer Act 2017

Land registration district

[Empty box for Land registration district]

BARCODE

[Empty box for BARCODE]

Grantor

[the Trustees of the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust]

[Empty box for Grantor details]

Grantee

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

[Empty box for Grantee details]

Grant\* of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered owner of the burdened land set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

[Empty box for Grant details]

Dated this

day of

20

[Empty box for Dated this details]

Attestation

<p>_____ Signature [common seal] of Grantor</p>	<p><b>Signed in my presence by the Grantor</b></p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><b>Witness name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>

<p>_____ Signature [common seal] of Grantee</p>	<p><b>Signed in my presence by the Grantee</b></p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><b>Witness name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>

Certified correct for the purposes of the Land Transfer Act 2017

[Empty box for Solicitor for the Grantee]

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

**DOCUMENTS**

**11.2: TUAHU TRACK EASEMENT**

Approved by Registrar-General of Land under No.2007/6225  
**Annexure Schedule 1**

Easement Instrument

Dated

Page

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pages

**Schedule A**

*(Continue in additional Annexure Schedule, if required)*

Purpose (nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Burdened Land (Identifier/CT)	Benefited Land (Identifier/CT or in gross)
Right of Way	[The area shown with red pecked line on the attached plan (the easement area will be 5 metres wide) (subject to survey)]	Lot 1 on Deposited Plan 57167 (Record of Title [    ])	In gross

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required;  
Continue in additional Annexure Schedule, if required.*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **[varied]** and added to **[negatived]** **[added to]** or **[substituted]** by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

the provisions set out in Annexure Schedule 2.

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

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Pages

Continue in additional Annexure Schedule, if required.

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

["Crown Forestry Licence" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"Crown Forestry Licensee" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister which may include members of the general public.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

Page 2 of 9 Pages

Continue in additional Annexure Schedule, if required.

**2 GRANT OF ACCESS RIGHTS**

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [insert details] ("Grantor's Land") together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 ("Regulations") except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument. For the avoidance of doubt, the rights and powers implied in all classes of easements as specified in clauses 10 to 14 of Schedule 5 of the Regulations shall apply to the right of way created by this easement.
- 2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this easement instrument.
- 2.3 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

**3 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

- 3.1 Clause 6(2) of Schedule 5 of the Land Transfer Regulations 2018 shall not apply. Members of the public shall have the right to go from time to time over and along the easement facility on foot only. Servants, tenants, agents, workmen, licensees and invitees of the Minister of Conservation (excluding members of the public) may go over and along the easement facility with or without any kind of vehicle, machinery, or implement.
- 3.2 The Grantee shall when passing or repassing over the Grantor's Land:
  - 3.2.1 wherever possible, remain on the pathways and tracks constructed on the Grantor's Land;
  - 3.2.2 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor and the Crown Forest Licensee;
  - 3.2.3 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

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*Continue in additional Annexure Schedule, if required.*

- 3.2.4 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.2.4), comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority.
- 3.3 Subject to clauses 3.8 and 3.9, the Grantee shall, at its cost, repair to the satisfaction of the Grantor or the Crown Forest Licensee as the case may be, any of the Grantor's or the Crown Forest Licensee's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of pedestrian pathway users. Such temporary operational signs are to be consistent with all applicable statutes and regulations and must be removed when the operation has been completed.
- 3.5 Notwithstanding the provisions contained in clause 3.4, the Grantor may require the Grantee to erect or install interpretation signage which describes or educates people about the significance of the pedestrian pathway or track (located within the easement facility) to Ngāti Hinerangi in terms of matters such as, without limitation, historical, ecological, cultural, environmental and geological significance. The location, number and size of such interpretation signage shall be agreed as between the Grantor and the Grantee. The costs of erecting and/or installing any such interpretation signage (together with the preparation and construction of such signage) shall be borne by the Grantee.
- 3.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper either the Grantor or the Crown Forest Licensee or their agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.7 Subject to clauses 3.8 and 3.9, in the event that the Grantor's or the Crown Forest Licensee's pathways, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

Page 4 of 9 Pages

Continue in additional Annexure Schedule, if required.

- 3.8 The Grantee will be responsible for the costs and maintenance of the easement facility to a standard suitable for access as determined by the Grantee. When carrying out any repairs, maintenance or improvements, the Grantee shall not:
- 3.8.1 widen the easement facility; or
  - 3.8.2 alter the location of the easement facility; or
  - 3.8.3 alter the way in which the run-off from the easement facility is disposed of; or
  - 3.8.4 change the nature of the easement facility,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, the Grantee may following consultation with the Grantor or the Crown Forest Licensee as applicable, enter upon the burdened land by a reasonable route with all necessary tools, vehicles and equipment in accordance with Schedule 5 of the Land Transfer Regulations 2018 for the purpose of carrying out any repair, maintenance and/or improvement work.
- 3.9 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.10 The Grantee shall not at any time, except with the prior written approval of the Grantor and the Crown Forest Licensee as applicable, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor and the Crown Forest Licensee.
- 3.11 The Grantee shall not, without the prior written approval of the Grantor and the Crown Forest Licensee, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.12 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.
- 3.13 Clauses 3.14 to 3.17 do not limit clause 3.11 and apply to the exercise of rights and compliance with obligations under this easement instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

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Continue in additional Annexure Schedule, if required.

3.14 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:

3.14.1 the Grantor; and

3.14.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land,

in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.

3.15 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.

3.16 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.

3.17 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Grantor's Land.

4 GRANTOR'S RIGHTS

4.1 The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

4.2 The Grantor or the Crown Forestry Licensee may from time to time control or restrict the entry onto and use of the easement facility for reasons relating to the safety of the public or of those working on the Grantor's Land, for the purposes of complying with its statutory and/or regulatory obligations and/or for matters pertaining to the protection of trees, vegetation, buildings, plant, equipment and related items on the Grantor's Land.

[The reference to the Crown Forestry Licensee in clause 4.2 should be omitted if there is no crown forestry licensee at the time this easement is granted]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

Page 6 of 9 Pages

Continue in additional Annexure Schedule, if required.

5 COSTS

The Grantee shall be liable to the Grantor and the Crown Forest Licensee as applicable for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

6 LICENCE [this clause will be omitted if there is no crown forestry licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

Page 7 of 9 Pages

Continue in additional Annexure Schedule, if required.

8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

Page 8 of 9 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by [the trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] as Grantor:

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

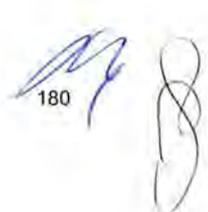
Name:  
Occupation:  
Address:

Signed for and on behalf of HER MAJESTY THE QUEEN as Grantee by [Operations Manager] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

Name:  
Occupation:  
Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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DOCUMENTS

11.2: TUAHU TRACK EASEMENT

Easement Type A

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

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Continue in additional Annexure Schedule, if required.

**SCHEDULE**

**3 GRANTOR'S ADDRESS:**

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

40 Jellicoe Road  
PO Box 20  
Matamata 3040

**4 GRANTEE'S ADDRESS:**

Department of Conservation

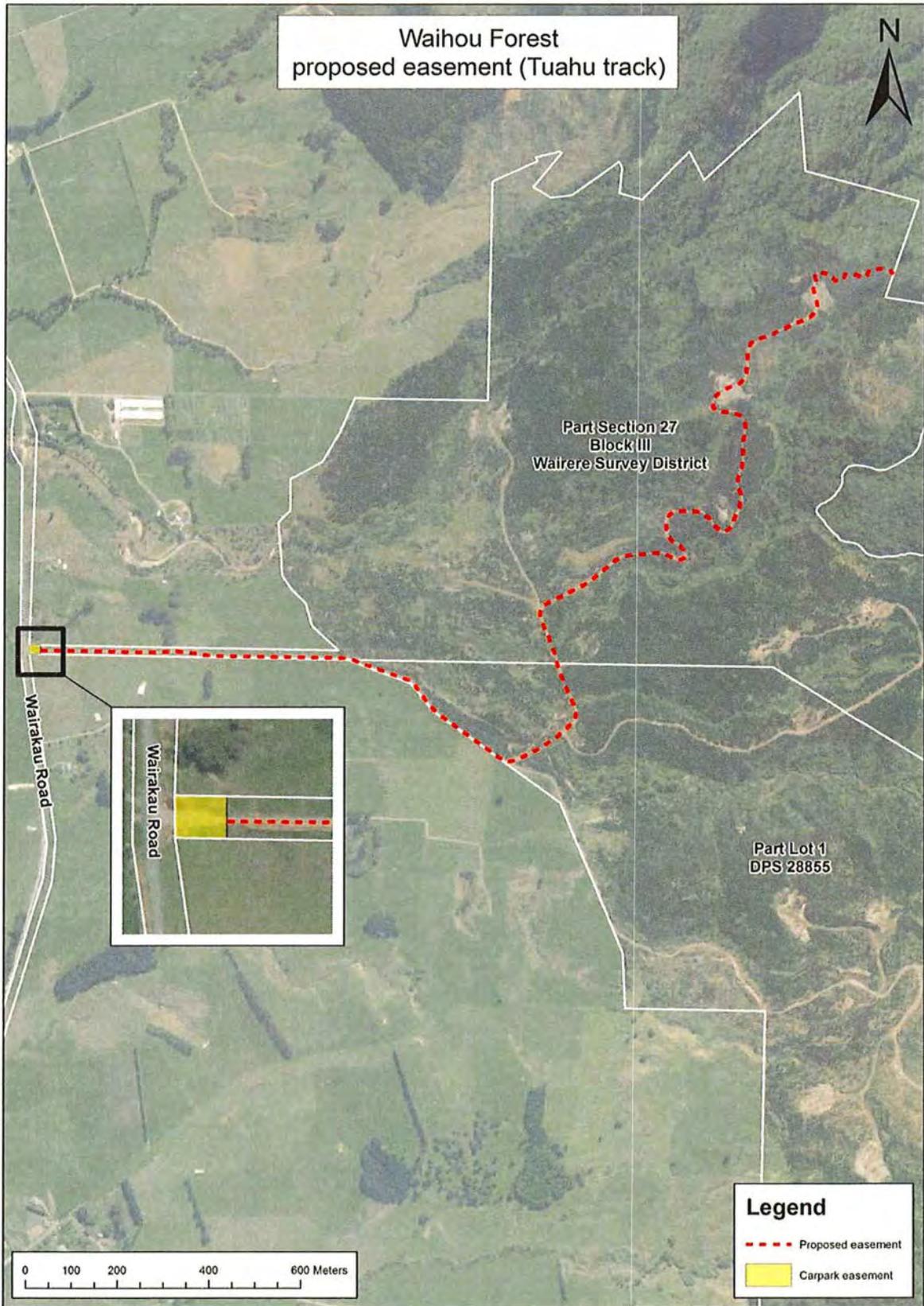
[enter address]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



DOCUMENTS

11.2: TUAHU TRACK EASEMENT



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**12. MINISTRY OF EDUCATION LEASE**

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DOCUMENTS

12: MINISTRY OF EDUCATION LEASE

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER  
Draft as at 22 November 2018

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]	[ ]	[ ]
-----	-----	-----

Lessor

[ ]

Lessee

**HER MAJESTY THE QUEEN** for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number " etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

DOCUMENTS

12: MINISTRY OF EDUCATION LEASE

Attestation

Signature of the Lessor

\_\_\_\_\_  
[       ]

\_\_\_\_\_  
[       ]

\_\_\_\_\_  
[       ]

\_\_\_\_\_  
[       ]

\_\_\_\_\_  
[       ]

Signed in my presence by the Lessor

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

Witness name:

Occupation:

Address:

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

Witness name:

Occupation:

Address:

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

Witness name:

Occupation:

Address:

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

Witness name:

Occupation:

Address:

\_\_\_\_\_  
*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

Witness name:

Occupation:

Address:



DOCUMENTS

12: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

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*Insert instrument type*

Lease Instrument

**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [*insert name of claimant group*] and the Crown, under which the parties agreed to transfer the Land to [*insert name of post-settlement governance entity*] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A**

**ITEM 1 THE LAND**

[*insert full legal description - note that improvements are excluded*].

**ITEM 2 START DATE**

[*insert start date*].

**ITEM 3 ANNUAL RENT**

\$(*insert agreed rent*) plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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Form F *continued*

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Lease Instrument

- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

[            ]

The above information is taken from the Lessee's records as at [            ]. A site inspection was not undertaken to compile this information.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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12: MINISTRY OF EDUCATION LEASE

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ITEM 10 CLAUSE 16.5 NOTICE

To: [Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")

From: [Name of Mortgagee/Chargeholder] ("the Lender")

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

- (i) It has notice of the provisions of clause 16.5 of the Lease; and
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and
- (iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



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Lease Instrument

**SCHEDULE B**

**1 Definitions**

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



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- (d) a company or body that is wholly owned or controlled by one or more of the following:
    - (i) the Crown;
    - (ii) a Crown entity;
    - (iii) a State enterprise; and
  - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at **6.25%** of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 4% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



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- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



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accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 **Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

10 **Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11 **Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12 **Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 **Damage or Destruction**

13.1 **Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

13.2 **Partial Destruction**

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
  - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

**13.3 Natural Disaster or Civil Defence Emergency**

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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Lease Instrument

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

**14 Contamination**

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**16 Lessee's Improvements**

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 **Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 **Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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19 **Insurance**

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 **Fencing**

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 **Quiet Enjoyment**

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 **Assignment**

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
  - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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**23 Subletting**

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

**24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Notice of Breach**

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
  - (a) by paying the Lessor all money necessary to remedy the breach within 20 Business

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

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12: MINISTRY OF EDUCATION LEASE

Days of the notice; or



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12: MINISTRY OF EDUCATION LEASE

Form F continued

Annexure Schedule

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Insert instrument type

Lease Instrument

- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
  - (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.
- 27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

- 28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.
- 28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

- 29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.
- 29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.
- 29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1-29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

12: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

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*Insert instrument type*

Lease Instrument

required and the Lessee's right to purchase the land under clause 29 will not apply.

**30 Exclusion of Implied Provisions**

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

**31 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**32 Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

**33 Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

Assignment

*insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

**34 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

12: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 18 of 18 Pages

*Insert instrument type*

Lease Instrument

purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 **Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

36 **Limitation of Liability**

36.1 If any person enters into this lease as trustee of a trust, then that person warrants that:

- (a) that person has power to enter into this lease under the terms of the trust; and
- (b) that person has properly signed this lease in accordance with the terms of the trust; and
- (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
- (d) all of the persons who are trustees of the trust have approved entry into this lease.

36.2 If any person enters into this lease as trustee of a trust that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time, except where such liability is a result of that person's fraud or gross negligence.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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**13. NEW ZEALAND POLICE LEASE**

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DOCUMENTS

13: NEW ZEALAND POLICE LEASE

**THE TRUSTEES OF TE PUĀWAITANGA O NGĀTI HINERANGI  
IWI TRUST**

Lessor

**HER MAJESTY THE QUEEN**  
acting by and through the  
**MINISTER OF POLICE**

Lessee

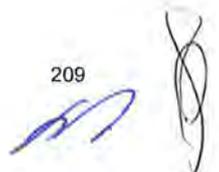
**MEMORANDUM OF LEASE**



DOCUMENTS

13: NEW ZEALAND POLICE LEASE

Signed for and on behalf of )  
**HER MAJESTY THE QUEEN** )  
acting by and through the )  
**MINISTER OF POLICE** by )  
authorised agent of the Commissioner )  
of New Zealand Police, on behalf of the )  
Commissioner of New Zealand Police )  
in the presence of )



DOCUMENTS

13: NEW ZEALAND POLICE LEASE

THE REFERENCE SCHEDULE

**ITEM 1: LESSOR PARTICULARS:**

Name: The Trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

Address: 40 Jellicoe Road, Matamata, PO Box 20, Matamata

Email: info@ngatihinerangiwi@gmail.com

Telephone: 027 447 0930

Contact person: Dianna Vaimoso

**ITEM 2: LESSEE PARTICULARS:**

Name: Her Majesty the Queen acting by and through the Minister of Police

Address: New Zealand Police, National Property Office, PO Box 3017, Wellington

Fax: (04) 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

**ITEM 3: LAND:**

All the land comprised in computer freehold register SA62D/738 (South Auckland Registry)

**ITEM 4: TERM:**

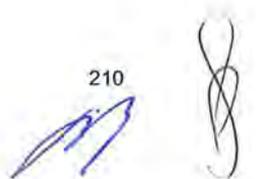
Ten (10) years

**ITEM 5: DATE OF COMMENCEMENT:**

[Drafting note: To be inserted]

**ITEM 6: FURTHER TERMS:**

Perpetual rights of renewal of five (5) years each.



**DOCUMENTS**

**13: NEW ZEALAND POLICE LEASE**

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**ITEM 7: RENEWAL DATES:**

The renewal date is ten (10) years from the Date of Commencement and thereafter, in accordance with item 6 of this schedule.

**ITEM 8: ANNUAL RENT:**

\$26,000.00 plus GST per annum

**ITEM 9: REVIEW DATES:**

5 yearly.

**ITEM 10: PERMITTED USE:**

For any Police / Justice related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.



THE SCHEDULE OF TERMS

1 INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
  - 1.1.2 Words importing the singular shall include the plural and vice versa.
  - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
  - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
  - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under clause 13) unless expressly stated otherwise.
  - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
  - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
  - 1.1.8 "writing" shall include words visibly represented or reproduced.
  - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
  - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
  - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.



## DOCUMENTS

### 13: NEW ZEALAND POLICE LEASE

- 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "Business Days" means any day, other than a Saturday or Sunday, a statutory or anniversary holiday observed in Auckland or any other day which falls on or between 25 December and 2 January.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under clause 13) and where the context permits the Lessee includes the Lessee's sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:

## DOCUMENTS

### 13: NEW ZEALAND POLICE LEASE

- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
- (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
- (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
- (d) the alteration of soil fertility or of the structure of the soil; or
- (e) the arresting or elimination of erosion or flooding.

1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.

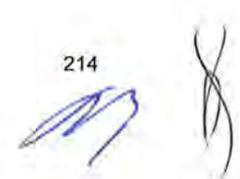
1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

## 2 TERM

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

2.2 Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease early by providing to the Lessor not less than twelve (12) months notice in writing to that effect PROVIDED THAT:

- (a) No such notice may be given so as to effect termination of this Lease within the first five (5) years of the initial term or the first two (2) years of any renewed term of this Lease.
- (b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have occurred up to the date of termination.



**DOCUMENTS**

**13: NEW ZEALAND POLICE LEASE**

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**3 RIGHT OF RENEWAL OF LEASE**

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give notice under clause 3.1 as to whether it requires a renewed lease and the Lessor at any time after such expired time has given one month's written notice ("Expiry Notice") to the Lessee advising the Lessee that it has one further month from the date of the Expiry Notice to exercise its right of renewal, and the Lessee fails to advise the Lessor of its desire to renew within that timeframe, then the Lessee shall be deemed to have given notice that a renewed lease is not required and the Lease shall, subject to clause 3.4, terminate at the end of the then current term.
- 3.3 If the Lessee gives notice in writing or is deemed to have given such notice that a renewal is not required then its right for a renewed lease shall cease and this Lease shall terminate on the later of:
- (a) the date which is one month after the date on which such notice is given or is deemed to be given; and
  - (b) the date on which the then current term of the Lease expires.
- 3.4 In circumstances where the current term of the Lease has expired and the Lessee has failed to serve notice within the timeframe specified in clause 3.1 but has not given or been deemed to have given notice that a renewed lease is not required, then the Lessee shall be deemed to be holding over until this Lease is either renewed or terminated in accordance with the provisions of this clause 3.
- 3.5 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term set out in Item 6 of the Reference Schedule and subject to the covenants and provisions referred to in clause 3.1.
- 3.6 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clauses 5.9 and 5.11 shall otherwise apply.



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### 13: NEW ZEALAND POLICE LEASE

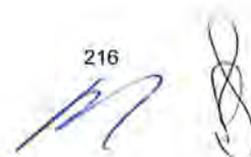
- 3.7 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

#### 4 RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

#### 5 RENT REVIEW PROVISIONS

- 5.1 The annual rent may be reviewed by either party on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date"), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.2 The person or persons (being either of the parties or the experts appointed pursuant to clause 5.6) determining the current market rent in respect of the Land shall, in addition to other relevant factors:
- 5.2.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
  - (b) the value of any goodwill attributable to the Lessee's business; and
  - (c) all Improvements made to the Land; and
- 5.2.2 Have regard to:
- (a) the Lessor's Improvements; and
  - (b) the permitted use under this Lease; and
  - (c) Regional and District Plans.



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### 13: NEW ZEALAND POLICE LEASE

- 5.3 If the recipient of the Notice (the "Recipient") does not, within 15 Business Days of receipt of the Notice (time being of the essence), serve a written notice on the other party (the "Counter Notice") disputing the new annual rent so notified and set out in the Notice, then the annual rent so notified and set out in the Notice shall be the Rent as from the relevant review date or, in the circumstances prescribed by clause 5.5, the date of service of the Notice. If the Recipient serves a Counter Notice, such notice shall set out the amount which the Recipient considers to be the new annual rent and the provisions of clause 5.6 shall apply thereafter.
- 5.4 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date.
- 5.5 The reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant review date and any payment of or receipt for the payment of annual rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of clause 5.9.2.
- 5.6 Where the Counter Notice is given, the parties shall enter into negotiations to resolve the dispute. Should agreement not be reached within ten (10) Business Days (or such longer period as the parties agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.6.1 the parties shall, within fifteen (15) Business Days after the date on which the Recipient gives the Counter Notice, each appoint a valuer ("Valuer") to jointly determine the annual rent. Each Valuer shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.6.2 if either party fails to appoint a Valuer within the timeframe provided in clause 5.6.1, then the determination of the annual rent shall be made by the sole Valuer within twenty (20) Business Days of the expiry of the timeframe in clause 5.6.1 and such determination of the annual rent shall be final and binding on both parties.
- 5.6.3 before proceeding with their determination, the Valuers shall agree upon and appoint an umpire who is also qualified in the manner referred to in clause 5.6.1 ("Umpire") and obtain the Umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the parties may agree, whichever is the latest.



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### 13: NEW ZEALAND POLICE LEASE

- 5.6.4 if the Valuers within ten (10) Business Days of the date on which the last Valuer is appointed either fail to appoint an Umpire or are unable to agree upon an Umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an Umpire (also qualified in the manner aforesaid) and obtain the Umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to clause 5.6.3.
- 5.6.5 subject to clauses 5.6.2, 5.6.3 and 5.6.4 the Valuers shall, within one (1) month of the date on which the Umpire is appointed, jointly determine the annual rent as at that particular review date.
- 5.6.6 in the event that either Valuer fails to provide to the other his or her written assessment of the annual rent within one (1) month of the Appointment Date, then the annual rent shall be determined by the other Valuer and his or her determination shall be final and binding on both parties.
- 5.6.7 if the Valuers are unable to agree upon a determination within one (1) month of the Appointment Date or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the Umpire whose determination shall be final and binding on the parties. The Umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
  - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
  - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
  - (d) have due regard to any evidence submitted by the Valuers as to their assessment of the annual rent;
  - (e) take into account any expert witness evidence considered relevant to the hearing;
  - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
  - (g) give in his or her determination the reasons therefor in writing.



## DOCUMENTS

### 13: NEW ZEALAND POLICE LEASE

- 5.6.8 the costs incurred in the determination pursuant to clause 5.6 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to clause 5.6.8(b) each party shall be responsible for the cost of its own appointed Valuer;
  - (b) where the determination is made by a single Valuer pursuant to clause 5.6.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
  - (c) the parties shall share equally the costs of the Umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this clause 5.6 in which case the Umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
    - (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the Valuers and the Umpire (where applicable) shall be borne by the Lessee alone; or
    - (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of the Valuers and the Umpire (where applicable) will be borne by the Lessor alone;
    - (3) other than the foregoing then all costs of the Valuers and the Umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.7 The Valuers and Umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.8 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date.
- 5.9 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.9.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
  - 5.9.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be



## DOCUMENTS

### 13: NEW ZEALAND POLICE LEASE

paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder; and

5.9.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

5.10 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.

5.11 Immediately upon the parties agreeing to a revised annual rent or on determination under clause 5.6 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor. The parties shall thereafter do all such things as may be necessary (including signing any documents) to register the Memorandum of Variation of Lease against the relevant certificate of title in respect of the Land.

## 6 CHARGES

6.1 The Lessee will pay all charges incurred for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services direct to those authorities.

## 7 PAYMENT OF RATES AND IMPOSITIONS

7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the Lessee will be entered in the rating information database and the district

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valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

#### 8 GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

#### 9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 4 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

#### 10 USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is



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not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.

- 10.4 For so long as Her Majesty the Queen acting by and through the Minister of Police is the Lessee under this Lease, then despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

## 11 NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

## 12 STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety at Work Act 2015.

- 12.2 The Lessee shall not, during the term of this Lease:

12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

12.2.2 suffer insolvency, bankruptcy or liquidation or an analogous state;

12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect

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### 13: NEW ZEALAND POLICE LEASE

whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

#### 13 ASSIGNMENT AND SUBLETTING

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease (in whole or in part), such consent not to be unreasonably or arbitrarily withheld or delayed if the following conditions are fulfilled:
- 13.1.1 the Lessee submits all relevant information in respect of the proposed assignee, transferee or sublessee ("Disposee") as the Lessor may reasonably require and further demonstrates that the Disposee is respectable, responsible and (in the case of an assignment or transfer) has or shall have the financial resources to meet the Lessee's obligations under this Lease;
  - 13.1.2 in the case of an assignment or transfer where the proposed Disposee is a company not listed by the New Zealand Stock Exchange, the Lessee shall have procured that the controlling shareholders of the Disposee have entered into a deed guaranteeing the performance by that company of the terms of this Lease, such guarantee to be in a form reasonably acceptable to the Lessor;
  - 13.1.3 in the case of an assignment or transfer, the Lessee shall have procured the execution by the Disposee of a deed of covenant with the Lessor, in a form prepared by the Lessee at the Lessee's expense, whereby the Disposee covenants in favour of the Lessor to be bound by and perform the covenants in this Lease to be observed and performed by the Lessee, provided however that the execution of such a deed shall not release the Lessee from the Lessee's obligations under this Lease; and
  - 13.1.4 in the case of an assignment or transfer where the Disposee is a party which is not a Crown entity, the Lessee has at the Lessee's own expense procured the execution and irrevocable release to the Lessor by the Disposee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment or transfer is effected.
- 13.2 Notwithstanding clause 13.1, where the Crown (as that term is defined in section 7(1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.

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### 13: NEW ZEALAND POLICE LEASE

- 13.3 This section 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purpose of this section 13, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed an assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.5.
- 13.5 For the purposes of clause 13.1, a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.6 Where the Lessor consents to a subletting under clause 13.1, the consent shall extend only to that subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing (including where Lessor consent is required) under this Lease.
- 13.7 Notwithstanding any rule of law or provision of this Lease to the contrary, it is specifically agreed that in the event of an assignment or transfer of this Lease by Her Majesty the Queen ("the Crown"), the following provisions shall apply:
- (a) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease; and
  - (b) in the event of an assignment or transfer during any renewed term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.

## 14 LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its

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### 13: NEW ZEALAND POLICE LEASE

employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except to the extent that the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

#### 15 QUIET ENJOYMENT / REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.
- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

#### 16 REGISTRATION

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 2017.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

#### 17 IMPROVEMENTS DURING LEASE

- 17.1 Any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent provided all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.
- 17.3 Throughout the term of this Lease and on any renewal the Lessee shall have full and absolute operational control over all Improvements on the Land including, but not limited to, the right to vacate all such Improvements and leave them vacant at any time during the then current term of the Lease.

**18 IMPROVEMENTS ON TERMINATION OF LEASE**

- 18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.
- 18.5 The Lessee may, but shall not be required by the Lessor to, remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.



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### 13: NEW ZEALAND POLICE LEASE

- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.
- 18.10 Notwithstanding any other provision of this clause 18, whenever resource consent is required to remove or demolish any Improvements, the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease that would otherwise have been payable but for the termination of the Lease until such time as the consents are obtained or the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.
- 18.11 Following the completion of any removal of the Improvements under this clause 18, the Lessee shall forthwith yield up the Land in a good, clean, tidy, safe and secure condition having made good any damage caused by such removal. In doing so, the Lessee shall ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed.

## 19 DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:
- 19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;
- and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.
- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that in such circumstances the Lessor and the Lessee agree to observe and be bound by the provisions of clause 18.



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### 13: NEW ZEALAND POLICE LEASE

#### 20 NOTICES

- 20.1 All notices must be in writing and must be served by one of the following means:
- 20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
  - 20.1.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
    - (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
    - (b) by personal delivery, or by posting by registered or ordinary mail, or (where a party is noted as capable of receiving notices by the following means in the Reference Schedule) by facsimile or email transmission.
- 20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:
- 20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
  - 20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3 (or, if previously notified by the other party, to such other address as is notified); and
  - 20.2.3 in the case of facsimile or email transmission, on the business day following the date of sending to the addressee's facsimile number or email address designated in clause 20.3 provided:
    - (a) in the case of facsimile transmission, that the sender produces a confirmation notice that the facsimile has been sent on that day;
    - (b) or, in the case of email transmission, the sender does not receive an email rejection notification.

20.3 Details for Notices:

**Lessor:**

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust  
40 Jellicoe Road  
PO Box 20  
Matamata

Email: info.ngatihinerangiwi@gmail.com



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#### Lessee:

Manager Property  
Police National Headquarters  
PO Box 3017  
Wellington

Fax: 04 498 7415

- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.
- 20.5 A notice served on a day which is not a Business Day shall be deemed to have served on the next Business Day thereafter.

## 21 DEFAULT BY LESSEE

- 21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

- 21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Improvements must be satisfied.

## 22 DISPUTE RESOLUTION

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

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### 13: NEW ZEALAND POLICE LEASE

- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

## 23 COSTS

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

## 24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

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### 13: NEW ZEALAND POLICE LEASE

- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 24.3.1 complete a security check on terms reasonably acceptable to the Lessee;
  - 24.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
  - 24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

## 25 DISPOSAL OF LESSOR'S INTEREST

- 25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.
- 25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:
- 25.2.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
  - 25.2.2 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:

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### 13: NEW ZEALAND POLICE LEASE

- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
  - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
  - (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled within 20 Business Days of the disposal (time being of the essence) to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

## 26 HOLDING OVER

- 26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants



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### 13: NEW ZEALAND POLICE LEASE

and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

#### 27 INSURANCE

- 27.1 The Lessee is responsible for insuring or self insuring any Improvements on the Land.
- 27.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance against all public liability.
- 27.3 Under no circumstances shall the Lessor be required to contribute towards the cost of any insurances effected under this clause 27.

#### 28 EXCLUSION OF IMPLIED PROVISIONS

- 28.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

28.1.1 clause 10 - Premises unable to be used for particular purpose;

28.1.2 clause 11 - Power to inspect premises.

#### 29 CONTAMINATION

- 29.1 Upon the expiry or early determination of this Lease, the Lessee agrees to forthwith remedy any Contamination caused by the use of the Land by the Lessee (including its predecessors) or its agents prior to or during the Term of the Lease by restoring the Land to a standard reasonably fit for (and in compliance with law for) human habitation.
- 29.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 29.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

#### 30 LIMITATION OF LIABILITY

- 30.1 If any person enters into this Lease as trustee of a trust, then that person's liability under this Lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time.

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**13: NEW ZEALAND POLICE LEASE**

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**SCHEDULE OF LAND**

Section 18-19 Block VIII Matamata Township and Defined on Survey Office Plan 13203, being the land comprised in computer freehold register SA62D/738 (South Auckland Registry)



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13. NEW ZEALAND POLICE LEASE

LEASE OF FREEHOLD

Correct for the purposes of the Land  
Transfer Act 2017

THE TRUSTEES OF TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST

Lessor

HER MAJESTY THE QUEEN

acting by and through the

MINISTER OF POLICE

Lessee

Particulars entered in the Register  
on the date and at the time recorded

District Land Registrar Assistant of  
the Wellington Land Registry