

MEMORANDUM OF LEASE

THE BULLER DISTRICT COUNCIL at Westport in which Council the land in the Schedule hereto is vested by virtue of an Order in Council giving effect to a reorganisation scheme (hereinafter referred to as "The Lessor") being registered as proprietor of an estate in fee simple (subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon) in the parcel(s) of land situated in the Land District of Nelson particularised in Schedule A hereunder:

SCHEDULE A

Area	Lot and Section No.	Where Situated	Instrument	Register Book	
				Vol.	Folio

DO HEREBY LEASE TO

(hereinafter referred to as "the Lessee") all the said lands to be held by the Lessee as tenant

for the space of _____ years from the _____ day of _____ 19____ at the yearly rental of \$ _____ payable half yearly in advance on the _____ day of _____ and the _____ day of _____ in each year of the said term.

SUBJECT to the covenants conditions and restrictions contained in Schedule B hereto.

I/We, _____ of _____ do hereby accept this lease for the above described land to be held by _____ as tenant and subject to the covenants conditions and restrictions above set forth.

DATED this _____ day of _____ 19____

THE COMMON SEAL of THE BULLER DISTRICT COUNCIL)
as Lessor was by the authority of The Buller District Council)
hereto affixed and this lease was signed on behalf)
of and by direction of the said Council in the presence of:)

_____ Mayor: or Principal Administrative Officer: or

_____ Two Members of The Buller District Council

SIGNED by the above named _____)
_____)
_____)
as Lessee in the presence of: _____)
_____)
_____ Lessee

Witness: _____

Occupation: _____

Address: _____

The District Land Registrar is hereby requested to state in the memorial of the above lease that the same is in renewal of or in substitution for the prior Lease No. _____ pursuant to Section 117 of the Land Transfer Act 1952.

SCHEDULE B

1. The Lessee will not during the said term without written leave from the Lessor in that behalf first had and obtained transfer sub-let or part with the possession of the said land hereby demised or any part thereof AND on making any application to the said Council for its consent to any such transaction the Lessee shall pay to the Lessor any customary legal costs.
2. The Lessee will at all times during the said term punctually pay the rent hereby reserved and all rates taxes assessments and outgoings of every description payable in respect of the land hereby demised.
3. In case the Lessee shall with the consent of the Lessor sub-divide the said land and shall elect to take a new lease of any portion or portions of the said land for the unexpired part of the term of this present lease he shall surrender this lease and the Lessor shall have the right to assess the rent thenceforth of such portion or portions of the said land and the Lessee shall thenceforth pay the rent fixed by such assessment PROVIDED however that no rent in respect of any portion of the sub-divided land shall be less than one dollar per annum AND PROVIDED ALSO that every new lease so required and every surrender shall be prepared and completed at the expense in all things of the Lessee.
4. In case the Lessor shall require the said premises for the purposes of any public work within the meaning of the Public Works Act 1981 then notwithstanding anything hereinafter contained the Lessor shall have the power to determine this Lease subject to the payment of such compensation to the Lessee as may be fixed by arbitration in manner hereinafter provided.
5. If and whenever the rent hereby reserved or any part thereof shall be in arrear or unpaid for the space of one calendar month after any of the days hereinbefore appointed for payment thereof whether the same shall have been legally demanded or not or if and whenever default shall be made in the performance or observance of any of the covenants conditions or agreements on the part of the Lessee herein expressed or implied then and in any such case it shall be lawful for the Lessor forthwith or at any time or times thereafter and without the necessity of any further delay or notice whatsoever to re-enter and take possession of the land and premises hereby demised and determine the estate and interest of the Lessee therein and that without discharging the Lessee from liability for any rent due or accruing due hereunder or from liability for any previous breach of covenant.
6. At all times during the said term the Lessee will keep the demised premises free and clear of noxious weeds and will at his own expense do all things necessary to comply with the provisions and requirements of the Noxious Plants Act 1978 or any amendment or reenactment thereof so far as the same may be applicable to the demised premises or any part thereof.
7. The Lessee "will not carry on offensive trades" upon the said land or any part thereof.
8. That no dwelling house building or erection of any kind shall be constructed upon any part of the said land except in accordance with plans and specifications which shall previously have been submitted to and approved by the Lessor.
9. That the Lessee will within two years from the commencement of the said term erect and put up on the boundaries of the said land or upon such boundaries upon which no substantial fence then exists a good and substantial fence to the satisfaction of the Lessor AND that the Lessee shall not at any time call upon the Lessor to contribute towards the erection or maintenance of any fences.
10. On the expiry by effluxion of time of the term hereby granted the Lessee shall have a right to obtain in accordance with the provisions hereinafter contained a renewal lease of the land hereby demised at a rent to be determined in accordance with the said provisions for the term of twenty-one (21) years computed from the expiration of the Lease hereby granted and subject to the same covenants and provisions as this Lease including this present covenant for the renewal thereof and all provisions ancillary or in relation thereto.
11. Not earlier than 9 calendar months and not later than 3 calendar months before the expiry by effluxion of time of the term of the lease hereby granted, or as soon thereafter as may be, the Lessor shall cause a valuation to be made by a person whom the Lessor reasonably believes to be competent to make the valuation of the fair annual rent of the land hereby demised, so that the rent so valued shall be uniform throughout the whole term of the renewal lease.
12. In making the said valuation no account shall be taken of the value of improvements on the said land.
13. As soon as possible after the said valuation has been made, the Lessor shall give the Lessee notice in writing informing him of the amount of that valuation and requiring him to notify the Lessor in writing within 2 calendar months whether he will accept a renewal lease at the rent specified in the notice.
14. Within 2 calendar months after the giving of that notice to the Lessee, he shall give notice in writing to the Lessor stating –
 - (a) That he desires to accept a renewal lease at the rent stated in the notice given to him by the Lessor; or
 - (b) That he requires the rent for the renewal lease to be determined by arbitration; or
 - (c) That he does not desire to accept a renewal lease.
15. If the Lessee fails to give to the Lessor within the time specified in clause 14 hereof the notice referred to in that clause, he shall be deemed to have agreed to accept a renewal lease at the rent specified in the notice given to him by the Lessor.
16. Where the valuation of the rent payable under a renewal lease is to be determined by arbitration, that valuation shall be made by 2 persons as arbitrators, each such person being reasonably believed by the party appointing him to be competent to make the valuation, one of whom shall be appointed by the Lessor and the other by the Lessee.
17. The arbitrators, before commencing to make the said valuation, shall together appoint a third person, who shall be an umpire as between them.
18. The decision of the 2 arbitrators if they agree or in such respects as they agree, or of the umpire if the arbitrators do not agree or in such respects as they do not agree, shall be binding on all parties.
19. The duty of the umpire, on reference to him of any question, shall be to consider the respective valuations of the 2 arbitrators in the matters in which their valuations do not agree, and then to make an independent and substantive valuation, and the last-mentioned valuation shall be the decision of the umpire: but in giving his decision on any question so referred to him the umpire shall in every case be bound to make a valuation not exceeding the higher and not less than the lower of the valuation made by the arbitrators respectively.
20. The provisions herein contained for the making of the said valuation shall be deemed to be a submission to arbitration under and within the meaning of the Arbitration Act 1908, or any enactment for the time being in force in substitution therefor or amendment thereof, and all the provisions of any such enactment shall, so far as applicable, apply accordingly.
21. Within two calendar months after the making of the said valuation and the giving of notice thereof to the Lessee the Lessee shall give notice in writing signed by him or his agent duly authorised in that behalf and delivered to the Lessor stating whether the Lessee desires to accept a renewal lease of the land.
22. Any such notice may be given by the Lessee within the time aforesaid although the term hereby granted has already expired by effluxion of time or although the said valuation has not been made or notice thereof has not been given to the Lessee until after the expiration of the said term by effluxion of time unless before the giving of such notice by the Lessee he has given up to the Lessor the possession of the land hereby demised or has been duly ejected therefrom in pursuance of the judgement or order of any Court of competent jurisdiction.

23. If the Lessee fails within the time aforesaid to give any notice under Clause 21 hereof as to whether he desires a renewal lease or not or if he gives notice in writing signed by himself or by his agent duly authorised in that behalf that he does not desire a renewal lease his right to a renewal lease shall cease on the expiry of the time aforesaid or on the date at which such notice is received by the Lessor as the case may be.

24. Any such notice by the Lessee under Clause 14 or Clause 21 hereof of his desire to accept a renewal lease shall be deemed to constitute a contract between the Lessor and Lessee for the granting and acceptance of a renewed lease at the rent so valued and for the term and subject to the covenants and provisions referred to in Clause 10 of these presents.

25. The term of any renewal lease shall run from the date of the expiry of the prior lease and rent thereunder shall accrue as from the said date instead of the rent reserved in the prior lease notwithstanding the fact that the renewal lease may not be executed until after that date.

26. The reasonable costs of any such valuation as aforesaid shall be paid by the Lessee.

27. In the event of the term hereby created being determined by forfeiture or otherwise than by effluxion of time the Lessee shall not be entitled to any compensation for buildings or improvements.

28. Any notice required to be given to the Lessee in accordance with the foregoing provisions shall be given in the manner prescribed by Section 25 of the Public Bodies Leases Act 1969.

29. If the Lessee makes default in payment of the rent hereby reserved or any part thereof or makes a breach in the observance or performance of any covenant or agreement herein contained or implied and on his part to be observed or performed such Lessee shall not be entitled to a renewal of his lease.

30. Nothing in the foregoing provisions shall exclude or restrict the right of the Lessee to obtain relief against any forfeiture or determination of the lease or of his right to a renewal thereof in the same cases and on the same conditions as if the lease had been granted otherwise than in the execution of statutory powers in that behalf.

31. The expression "Lessor" as herein used includes the successors and assigns of the Lessor and the expression "Lessee" as herein used includes the successors executors administrators and assigns of the Lessee.

32. Provided always and it is hereby agreed and declared that if at the expiration of the term hereby granted the Lessee shall not apply for a renewal lease of the said land in manner aforesaid the Lessor shall cause a valuation to be made in manner aforesaid of the building and improvements then on the said land hereby demised whether made by the Lessee or any former Lessee or tenant and shall offer for sale by public auction a new lease of the said premises for a further term of twenty-one (21) years containing the same covenants and provisions as are contained in this lease (including this present provision) at the upset annual rent of the said land determined by the said valuation without the buildings and improvements so valued as aforesaid subject to such conditions of sale as the Lessor shall think fit and subject to the payment by the purchaser of the value of the said buildings and improvements as so determined AND if any person other than the Lessee becomes the purchaser at the said auction of the said right to a lease that person shall before being let into possession and within two calendar months from the date of the auction pay in cash to the Lessor in trust for the Lessee the amount of the value of the buildings and improvements so determined and accept and execute a lease of the said land for the said term at the annual ground rent at which the right to the said lease has been so purchased by him AND the Lessor shall on demand (all rent and outgoings payable by the Lessee having been previously paid) pay over to the outgoing Lessee the amount of the value of the said buildings and improvements paid to the Lessor by the said purchaser without any deduction whatsoever but nothing in these presents contained shall be deemed to render the Lessor liable to pay to the Lessee any part of the value of any buildings and improvements save after having received the amount thereof as aforesaid. PROVIDED that if the new lease offered for sale at any such auction as aforesaid be not sold then at the expiration of the said term the said land with all buildings and improvements thereon shall absolutely revert to the Lessor free from any payment or compensation whatsoever.

33. This lease is made pursuant to the powers conferred by Part I of the Public Bodies Leases Act 1969 and shall be subject to the conditions therein set forth where not inconsistent herewith.

34. The Lessee shall have the right at any time during the continuance of this lease or any renewal thereof to elect to acquire the interest of the Lessor in the said land upon giving to the Lessor 3 months notice in writing of such election but subject to the provisions of Section 230 of the Local Government Act 1974. The price payable therefor shall be determined, if the parties cannot agree thereon, by valuation and arbitration in the manner hereinbefore provided for the determination of the rent on a renewal lease all the provisions whereof shall apply mutatis mutandis and the rent payable hereunder shall be apportioned as at the date on which the Lessee pays the Lessor the price so fixed.

No.

Correct for the purposes of the Land Transfer Act.

LEASE of

Solicitor for the Lessee

Situated in Nelson Land District

The Buller District Council

Lessor

..... **Lessee**

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Particulars entered in the Register, as shown herein on the date and at the time stamped below.

District
Assistant Land Registrar of the District of Nelson

Cottrell Lovell
Solicitors,
Westport.