



Te Kōhaka o Tūhaitara Trust

Dated

2023

DEED OF LEASE – KAIRAKI BEACH

Landlord

TE KŌHAKA O TŪHAITARA TRUST

Tenant _____

NAME _____

DEED OF LEASE
KAIRAKI BEACH PROPERTY

DATED _____

2023

PARTIES

1. **TE KŌHAKA O TŪHAITARA TRUST (Landlord)**
2. _____ **(Tenant)**

BACKGROUND

- A. In 2019, the Crown transferred forty seven sections located at Featherstone Avenue, Kairaki Beach as set out in the **attached** Third Schedule of this deed (the **Land**) to the Landlord as part of the Waimakariri Residential Red Zone Recovery Plan (**attached** as the Fifth Schedule of this deed).
- B. The Land was transferred in the form of individual fee simple surveyed plots and subject to a number of restrictions including prohibiting the construction of permanent buildings, limiting industrial and commercial activities and a requirement to offer the sections back to the Crown should the Landlord wish to change ownership of the land within 100 years.
- C. The parties have agreed that the Landlord will grant the Tenant a lease of part of the Land (the Lot) as set out within this deed (the Lease). The Landlord has engaged VSC Holdings Limited, t/a Ready Property Managers (the Landlord's Agent) to facilitate and manage the leasing process.
- D. The Tenant has agreed to accept the Landlord's grant of the Lease on the basis provided for within this deed.

TERMS OF THIS DEED

1. GRANT OF LEASE

- 1.1 The Landlord agrees to grant and the Tenant agrees to take, the Lease of the Lot as described in the First Schedule for the Term from the Commencement Date and at the Annual Rent, subject to review, as set out in the First Schedule.
- 1.2 The Landlord and the Tenant covenant as set out in the Second Schedule.

2. COUNTERPARTS

- 2.1 This deed may be executed in any number of counterparts (including facsimile or scanned and emailed PDF counterpart), each of which will be deemed an original, but all of which together will constitute the same instrument. No counterpart will be effective until each party has executed at least one counterpart.

EXECUTED AND DELIVERED AS A DEED

EXECUTED as a DEED by affixing THE)
COMMON SEAL of TE KŌHAKA O)
TŪHAITARA TRUST as Landlord in the)
presence of:

Common Seal

Signature of Board Member

Signature of Board Member

Name of Board Member

Name of Board Member

EXECUTED as a DEED by)
as Tenant)
in the presence of)

Signature

Witness signature

Full name

Address

Occupation

Note: The signature must be witnessed by an independent person

FIRST SCHEDULE

Item 1: The Lot

That part of the land situated at Kairaki Beach, Canterbury being Lot _____ and contained in record of title _____ and known as _____ outlined on the **attached** plan.

Item 2: Term of Lease

Nine (9) years unless terminated early in accordance with the terms of this Lease.

Item 3: Commencement Date _____

Item 4: Final Expiry Date _____

Item 5: Annual Rent (subject to review if applicable)

\$_____ and outgoings to be paid every month (in advance) in instalments of _____

Item 6: Default Interest Rate Percentage

12%

Item 7: Rent Review Dates

The Annual Rent payable shall be reviewed every three years after the Commencement Date, with the first rent review due on _____

Item 8: Permitted Use

Erection of and occupation of Non-Permanent Buildings

SECOND SCHEDULE

3. INTERPRETATION AND DEFINITIONS

3.1 In this Lease unless a contrary intention appears:

- (a) **Encumbrance** means the Encumbrance Instrument 11290382.3 **attached** as the Fourth Schedule;
- (b) **Law** includes all statutes, bylaws, regulations, orders, district and regional plans, other subordinate legislation of any type, and all common law, in force in New Zealand;
- (c) **Lot** means the area of land as described in the First Schedule;
- (d) **Permanent Structure** has the meaning given under the Encumbrance;
- (e) **Non-Permanent Buildings** means any structure that can be readily removed from the Lot including but not limited to removable baches, caravans, cabins, garden sheds, windbreaks, shade cloth and fences erected at the Lot;
- (f) **Recovery Plan** means the Waimakariri Residential Red Zone Recovery Plan **attached** as the Fifth Schedule;
- (g) **Reserve Management Plan** means the Tūhaitara Coastal Park Reserve Management Plan which will be revised and updated from time to time but the current version is **attached** as the Sixth Schedule; and
- (h) **Working Day** means working day as defined by the Property Law Act 2007.

3.2 Interpretation

- (a) Any reference in this Lease to the terms described in the First Schedule will have the meanings set out in the First Schedule.
- (b) Any references to the Landlord and the Tenant includes their respective successors and permitted assigns and will extend in the case of the Tenant to include the Tenant's agents, contractors, invitees and any other person under the Tenant's control.
- (c) Words importing the singular will include the plural. Words importing the masculine gender will include the feminine or any other gender and vice versa. Words importing persons will include companies.
- (d) Any covenant or agreement on the part of two or more persons will be deemed to bind them jointly and severally.
- (e) The Table of Contents and any headings and marginal notations in this Lease have been inserted for convenience only and will not limit or govern the construction of the terms of this Lease.

- (f) Any reference in this Lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation and any re-enactments thereof.
- (g) Where the Landlord's consent or approval is required pursuant to any provision of this Lease such consent or approval will be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.

3.3 **Entire Agreement**

This document embodies the entire understanding and the whole agreement between the parties. Any previous representations, warranties, arrangements and statements whether expressed or implied with reference to the subject matter of this Lease are merged herein.

4. **TERM**

- 4.1 This Lease will be for the term fixed in Item 2 of the First Schedule commencing on the Commencement Date unless terminated early in accordance with the terms of this Lease.

5. **RENT**

- 5.1 The Tenant will pay to the Landlord the Annual Rent from the Commencement Date in twelve instalments per annum to be paid every month in advance (or as varied pursuant to any rent review during the term of this Lease) with the first of such payments to be due and payable on the Commencement Date.
- 5.2 All rent will be paid without any deductions or set-off by automatic payment to the Landlord or Landlords agent or as the Landlord may direct.

6. **RENT REVIEW**

- 6.1 The Annual Rent may be reviewed by agreement between the Landlord, Landlords Agent and Tenant as follows:
 - (a) The Landlord shall commence a review by not earlier than three (3) months prior to a review date or at any time up to the next following review date giving written notice to the Tenant specifying the Annual Rent considered by the Landlord to be the current market rent as at the review date.
 - (b) It is agreed that the Annual Rent payable will increase on each renewal date by a minimum of CPI plus 1%.
 - (c) If, by written notice to the Landlord within twenty-eight (28) days after receipt of the Landlord's notice, the Tenant disputes that the proposed new Annual Rent is the current market rent then the new rent shall be determined in accordance with clause 6.2 **BUT** the

new rent shall not be less than the Annual Rent payable during the period of twelve (12) months immediately preceding the review date.

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

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

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

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

7. OUTGOINGS

- 7.1 The Tenant will pay in addition to the Annual Rental:

- (a) all rates or levies payable to any local or territorial authority (if applicable);
- (b) any charges for water, gas, electricity, phones and other utilities or services;
- (c) all charges for rubbish and waste collection services relating to the Lot; and
- (d) insurance premiums and related valuation fees and any insurance excess in respect of a claim.

- 7.2 In any case when the charges referred to in clause 7.1 are not separately assessed to the Lot the Tenant will pay a fair and reasonable portion of those charges.

8. MAINTENANCE AND CARE OF THE LOT

8.1 Tenant's Obligations

The Tenant will (subject to any maintenance covenant by the Landlord) in a proper and workmanlike manner at the Tenant's cost and to the reasonable requirements of the Landlord:

(a) **Maintain the Lot**

Keep and maintain the Lot and shall maintain any Non-Permanent Structures now existing or which may be erected on the Lot in good order and repair and in a neat, tidy, and sanitary condition to the satisfaction of the Landlord.

(b) **Cleaning**

Keep the Lot and any Non-Permanent Buildings (including all exterior and interior windows and fences) clean and free of graffiti and ensure that all waste and rubbish is placed in suitable receptacles and removed from the Lot at the earliest opportunity. Approval by the Trust is needed for fences to be erected or installed.

(c) **Control of Pests**

Keep the Lot clear and free of all noxious plants, including broom and gorse, and all other vermin and duly comply with the provisions of the Biosecurity Act 1993 or its successor Acts.

(d) **Make Good Defects**

Repair any damage to the Lot or to any Non-Permanent Structures now existing or which may be erected on the Lot which is caused by the act or omission of the Tenant or any

person under the control of the Tenant, including any other person in or about the Lot at any time at the request or invitation of or under the control or direction of the Tenant.

(e) **Plants**

Keep, maintain and trim all growing or living hedges which may be on or around the said Lot or on the boundary thereof. The Trust will supply trees, shrubs and will permit vegetable gardens but any plants require our approval (reason - possible weed issue in the park). Grass is to be maintained and no longer than 150mm.

(f) **Surfaces**

The Tenant will not use or remove or permit to be used or removed any gravel or metal or other material on or from the Lot or otherwise injure the surface of the Lot save and without the consent in writing of the Landlord having first been obtained.

8.2 Landlord's Right of Inspection

The Landlord and the Landlord's employees, contractors and invitees may at all reasonable times enter upon the Lot to view its condition. If the Landlord or Landlords Agent gives the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clause 8.1 the Tenant will with all reasonable speed so comply within one (1) calendar month.

8.3 Landlord may Repair

If a default is made by the Tenant in the due and punctual compliance with any repair notice given under clause 8.2 or in the event that any repairs for which the Tenant is responsible are required to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may, by the Landlord's employees and contractors, with all necessary equipment and material at all reasonable times enter upon the Lot to execute such works. Any moneys expended by the Landlord in executing such works will be payable by the Tenant to the Landlord upon demand.

8.4 Access for Repairs

The Tenant will permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the Lot to carry out repairs to the Lot or adjacent land and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant. For the avoidance of doubt, nothing in this clause will be construed as obligating the Landlord to undertake any repairs.

8.5 Access for Development and Maintenance of Land

The Landlord may from time to time and at all reasonable times by its employees, contractors and invitees enter upon the Lot to cut, fell, remove or destroy any tree or shrub growing on the said land and to replace any such tree or shrub by replanting or to construct, layout and maintain any

works for the development or maintenance of the land as a whole provided however that there shall be no obligation whatsoever on the Landlord to do so.

9. LANDLORD'S AGENT

The Landlord may, at any time, appoint an entity to undertake various administrative duties, with respect to this Lease, on the Landlord's behalf.

Administrative duties include, but are not limited to the following:

- a. Collection of rent;
- b. Rental reviews and renewals;
- c. Conducting inspections;
- d. Accessing the Lot to complete repair work and/or maintenance work;
- e. Carrying out repair and maintenance work(s);
- f. Serving notices on the Tenant and receiving notices from the Tenant;
- g. Any other duties as the Landlord directs.

VSC Holdings Limited, t/a Ready Property Managers has been appointed as the Landlord's Agent.

- 9.1 The Landlord agrees to inform the Tenant if any changes are made with respect to the appointment of the Landlord's Agent.

10. PERMITTED USE

- 10.1 The Tenant will not without the prior written consent of the Landlord (which consent may be granted or withheld at the Landlord's sole discretion and on such conditions as the Landlord sees fit) use or permit the whole or any part of the Lot to be used for any purpose other than the Permitted Use. In granting or withholding its consent the Landlord may have regard to whether the proposed use is:

- (a) compatible with the use of the land adjacent to the Lot;
- (b) reasonably suitable for the Lot; and
- (c) in compliance with any designations, planning ordinances, provisions and consents affecting the Lot, including the Encumbrance.

- 10.2 The Tenant will not at any time:

- (a) do, allow, or carry on in or upon any part of the Lot any offensive, noxious, noisy, illegal or dangerous act or business occupation;
- (b) do or fail to do anything in or upon any part of the Lot that may cause damage to or allow damage to occur to the Lot or which may cause contamination to the Lot or become an annoyance, nuisance or disturbance to the Landlord or any other person;
- (c) bring into or install on the Lot any machinery plant or equipment of such a weight or size as may be liable to cause damage to the Lot;

- (d) light or permit to be lit any open fire on the Lot without the written permission of the Landlord;
- (e) store or permit to be stored more than 100 litres of fuels or other combustible materials on the Lot without the written permission of the Landlord;
- (f) carry out any business occupation on the Lot;
- (g) sublease or hire out any accommodation on the Lot, provided that the Lot may be used for temporary/holiday accommodation by the Tenant's invitees on a non-payment basis for a period not exceeding 4 weeks in any 52 week period;
- (h) erect or display any signs or advertising on the Lot or surrounding land without the prior written approval of the Landlord; or
- (i) permit or allow to be erected, or allow to remain, any Permanent Structure on the Lot.

11. VEHICLES, BOATS AND TRAILERS

- 11.1 There are to be no more than three motor vehicles parked on the Lot at any time. This excludes the motor vehicles belonging to any visiting invitees of the Tenant.
- 11.2 All motor vehicles brought onto the Lot are to have a current warrant of fitness and vehicle registration, unless an exemption through NZTA has been issued.
- 11.3 Any caravans or buses brought onto the Lot are to have a current electrical certificate, current warrant of fitness and registration.
- 11.4 The subleasing or hiring of motor vehicles, caravans and buses on the Lot is prohibited, provided that they may be used for temporary/holiday accommodation by the Tenant or their invitees on a non-payment basis for a period not exceeding 4 weeks in any 52 week period.

12. TENANT'S INDEMNITY

- 12.1 The Tenant will indemnify and keep indemnified the Landlord against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Tenant or its invitees or otherwise caused as a consequence of its occupation of the Lot.

13. COMPLIANCE WITH STATUTES AND REGULATIONS

- 13.1 The Tenant must at the Tenant's expense comply with the terms and conditions of:
 - (a) the Encumbrance;
 - (b) the Waimakariri Residential Red Zone Recovery Plan.
 - (c) the Tūhaitara Coastal reserves & Waikuku Reserves Reserve Management Plan; and

- (d) all Laws so far as they relate to, and all notices or orders which may be given by any competent authority in respect of, the Lot or its use by the Tenant and will keep the Landlord indemnified in respect of all such matters.

14. DAMAGE OR DESTRUCTION

- 14.1 If any Non-Permanent Building on the Lot or any proportion of such structure is damaged or destroyed, the Tenant will, at its own cost, repair the damage or demolish and rebuild/reinstate the structure(s) to a similar or improved standard of repair and condition.
- 14.2 Any repair or rebuild/reinstatement in accordance with clause 14.1 shall be undertaken by the Tenant in accordance with clause 15.

15. BUILDING WORKS

- 15.1 The Tenant must not carry out any alterations, additions, removals or demolition works on the Lot, or place additional Non-Permanent Structures on the Lot without the prior written consent of the Landlord (which consent may be granted or withheld at the Landlord's sole discretion and on such conditions as the Landlord sees fit).
- 15.2 The Tenant must, upon request by the Landlord submit written building plans and other details to the Landlord for approval before commencing any works.
- 15.3 In giving approval under clause 15.1 the Landlord may, in the Landlord's sole and absolute discretion, impose any reasonable terms and conditions as the Landlord considers appropriate.
- 15.4 The Tenant must pay all costs (including any cost reasonably incurred by the Landlord) associated with applications for consent and approval to carry out works under this clause.
- 15.5 The Tenant, when undertaking any "building work" on the Lot (as that term is defined in the Building Act 2004), will comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.
- 15.6 If the Landlord authorises any alterations or additions the Tenant will at the Tenant's own expense if required by the Landlord at the end of the term reinstate the Lot and make good at the Tenant's own expense all damage which may have been done by the removal of any Non-Permanent Structures and will leave the Lot in a clean and tidy condition.
- 15.7 Should the Tenant fail to comply with clause 15.5, the Landlord may undertake whatever works and operations are necessary to effect the same and all costs and expenses incurred in doing so shall be payable by the Tenant to the Landlord upon demand.

16. ASSIGNMENT / SUBLETTING

- 16.1 That the Tenant will not transfer, assign, sublet, mortgage, charge, grant any lien or otherwise dispose of or part with the possession of the Lot without the Landlord's prior written consent.

- 16.2 The Landlord may, in considering whether to grant consent, require such inspection(s) of the Lot and any Non-Permanent Structures on the Lot as it sees fit to establish whether the Lot and any improvements are compliant with this Lease. Where the Lot and any improvements are not compliant, the Landlord may, for the avoidance of doubt, require that such non-compliances are rectified.

17. DEFAULT

17.1 Re-entry

The Landlord may re-enter the Lot at the time or at any time thereafter:

- (a) if the rent shall be in arrears for three (3) consecutive calendar months after any of the rent payment dates; or
- (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied and on the part of the Tenant to be performed or observed being continued for the space of thirty (30) days after notice in writing by the Landlord to the Tenant specifying the nature of the breach,

and the term of this Lease will terminate on such re-entry but without prejudice to the rights of either party against the other.

17.2 Essentiality of Payments

- (a) Failure to pay rent or other moneys payable hereunder on the due date will be a breach going to the essence of the Tenant's obligations under this Lease. The Tenant will compensate the Landlord and the Landlord will be entitled to recover damages from the Tenant for such breach. Such entitlement will subsist notwithstanding any termination of this Lease and will be in addition to any other right or remedy which the Landlord may have.
- (b) The acceptance by the Landlord of arrears of rent or other moneys will not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

17.3 Repudiation

The Tenant will compensate the Landlord and the Landlord will be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of this Lease or the Tenant's obligations under this Lease. Such entitlement shall subsist notwithstanding any termination of this Lease and will be in addition to any other right or remedy which the Landlord may have.

18. TERMINATION AT WILL

- 18.1 The landlord may terminate the Lease if the lease conditions are breached and the lessee for whatever reason by giving the landlord no less than six (6) months' notice in writing to cancel the

Lease and re-enter the Lot. The Term shall terminate upon the cancellation but without prejudice to the rights of either party against the other.

- 18.2 On termination of the lease for whatever reason, the Landlord may direct that any improvements including Non-Permanent Structures remaining on the Lot at the termination of the Lease, be removed by the Tenant at the Tenant's cost. The Tenant will in complying with such direction, repair and make good at the Tenant's cost all damage which may have been done by the removal and will leave the Lot in a clean and tidy condition.

19. TERMINATION DUE TO CLIMATIC EVENTS

- 19.1 In the event of a climatic event, including but not limited to, sea level rise, floods, tornadoes, earthquakes, or any other natural disaster, that causes substantial damage to the leased property rendering it uninhabitable or unsafe for occupancy, either the Lessor or the Lessee shall have the right to terminate this lease agreement by providing written notice to the other party.
- 19.2 Upon such termination, any rent or security deposits paid shall be prorated and refunded to the Lessee, and the Lease Agreement shall be considered null and void, with no further obligations on either party. It is agreed that neither, the Lessee, lessor (Te Kōhaka o Tūhaitara Trust), or the Trust's settlor partners, Waimakariri District Council or Te Rūnanga o Ngāi Tahu shall be held liable for any damages or losses arising from the climatic event or termination of this lease due to climatic events.

20. IMPROVEMENTS

- 20.1 During the term of the Lease or of any renewed term, the Tenant will not without the consent in writing of the Landlord first, cut, remove or destroy any tree, shrub or plant growing on the Lot or execute any works or carry out any improvements whatsoever except in accordance with the plans for the development, construction and maintenance of the Lot previously submitted to and approved by the Landlord in accordance with clause 15.

21. MISCELLANEOUS

21.1 Quiet Enjoyment

The Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied will quietly hold and enjoy the Lot throughout the term of this Lease without any interruption by the Landlord or any person claiming under the Landlord.

21.2 Suitability

No warranty or representation expressed or implied has been or is made by the Landlord that the Lot is now suitable or will remain suitable or adequate for use by the Tenant or that any use of the Lot by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

21.3 **Holding Over**

If the Landlord permits the Tenant to occupy the Lot beyond the expiration of the term of this Lease the Tenant will do so as a monthly tenant only at a rent calculated daily but payable monthly in advance, determinable at any time by either party by 1 month's written notice but otherwise the tenancy will continue on the same terms and conditions (so far as applicable to a monthly tenancy) contained in this Lease.

21.4 **Costs**

The Tenant will pay, at the direction of the Landlord:

- (a) all costs and expenses for which the Landlord will become liable in consequence of or in connection with any breach or default by the Tenant in the performance or observance of any of the terms of this Lease, including costs and expenses incurred by the Landlord in the enforcement or attempted enforcement by the Landlord of its remedies under this Lease;
- (b) the Landlord's reasonable costs of and incidental to the preparation and execution of any variation, or surrender of this Lease, or the obtaining of any consents or approvals associated with this Lease; and
- (c) where the costs incurred by the Landlord are in respect of fees incurred by the Landlord with its solicitors, those costs will be paid on a solicitor/client basis. Where the costs incurred by the Landlord represent a charge by the Landlord to the Tenant for its own administration or other expenses, then such charge will in all the circumstances be reasonable. If any dispute or difference will arise as to what is a reasonable charge, such dispute or difference will be determined by the dispute resolution procedure set out in clause 21.10.

21.5 **Interest**

If the Tenant shall fail to pay any instalment of Annual Rent or other sum of money payable to the Landlord under this Lease on the day on which it fell due or, if the Landlord shall fail to pay to the Landlord upon demand any amount paid by the Landlord to remedy any default by the Tenant of the Tenant's obligations under this Lease, then any amount not so paid shall bear interest at the Default Interest Rate Percentage accruing on a daily basis from the due date for payment or the date of payment by the Landlord (as the case may be) down to the date that such amount is paid to the Landlord by the Tenant. Interest shall continue to accrue both before and after judgment, and before and after any termination.

21.6 **Exclusion of Implied Covenants**

The covenants and powers contained in sections 210, 211 and 218 to 220 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.

21.7 **No Caveat**

The Tenant will not register a caveat against the Record of Title for the Lot.

21.8 Landlord Not Required to Register

The Landlord will not be obliged to do any act or thing or grant any consent or co-operate in any way with the Tenant to register this Lease under the Land Transfer Act 2017.

21.9 Notices

- (a) Any notice, demand or consent to be given by the Landlord under this Lease will be given for and on behalf of the Landlord in writing signed by an authorised officer of the Landlord.
- (b) Any notice required to be given by the Landlord under this Lease may be delivered or posted to the Tenant at the usual or last known address of the Tenant. Any notice required to be given by the Tenant to the Landlord under this Lease may be delivered or posted to the Landlord at:

Name: Te Kōhaka o Tūhaitara Trust

Address: C/- WDC

Bag 1005

RANGIORA

Attention: The Secretary

- (c) If the address of the Tenant changes, the Tenant will forthwith notify the Landlord of the new address details.

21.10 Dispute Resolution

- (a) In the event of any dispute or difference between the parties in relation to or arising out of this Lease, a party must notify the other party of the dispute in writing setting out the full particulars of the dispute.
- (b) Within ten (10) Working Days' of receipt of the written notice of the dispute under clause (a) above, the parties shall meet and endeavour to resolve the dispute through good faith negotiation and informal dispute resolution techniques.
- (c) If the dispute is not resolved within twenty (20) Working Days' of receipt of the notice of the dispute under clause (a), either party may, by written notice to the other, refer the dispute to mediation. The mediation will be in a place agreed in North Canterbury and conducted under the LEADR New Zealand Incorporated (**LEADR**) standard mediation agreement. If the parties do not agree on a mediation or mediation fees within five (5) Working Days' of receipt of the notice of mediation under this clause, the mediation shall be appointed or the fees set by the chair of LEADR (or his/her nominee) at the request of any party. The parties shall bear the mediator's fees in equal shares.
- (d) In the event of the dispute or difference not being resolved by mediation under clause (c) above, then it will be determined by a single arbitrator. That arbitrator will be agreed between the parties, or failing agreement will be appointed by the President for the time

being of the Canterbury Branch of the New Zealand Law Society. The arbitration will be conducted in accordance with the Arbitration Act 1996.

- (e) The procedures prescribed in this clause 21.10 shall not prevent either party from seeking urgent interlocutory relief before a court, or from the Landlord from taking proceedings for the recovery of any Annual Rent or other monies payable under this Lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in clause 17.

THIRD SCHEDULE – KAIRAKI PROPERTY

Street Address		Legal Description	Title Reference
1.	2 Featherston Ave	LOT 1 DP 9128 KAIRAKI BEACH	CB11B/1035
2.	6 Featherston Ave	LOT 1 DP 52853 KAIRAKI BEACH	CB31B/1256
3.	8 Featherston Ave	LOT 2 DP 52853 KAIRAKI BEACH	CB31B/1257
4.	10 Featherston Ave	LOT 5 DP 9128	CB11B/1039
5.	12 Featherston Ave	LOT 6 DP 9128 KAIRAKI BEACH	CB11B/1040
6.	14 Featherston Ave	LOT 7 DP 9128 KAIRAKI BEACH	CB11B/1041
7.	16 Featherston Ave	LOT 3 DP 52853 KAIRAKI BEACH	CB31B/1258
8.	18 Featherston Ave	LOT 8 DP 9128 KAIRAKI BEACH	CB30K/57
9.	20 Featherston Ave	LOT 9 DP 9128 KAIRAKI BEACH	CB30K/58
10.	14A Featherston Ave	LOT 1 DP 53827 BLK XVI RANGIORA SD	CB32B/816
11.	24 Featherston Ave	LOT 11 DP 9128 KAIRAKI BEACH	CB30K/60
12.	26 Featherston Ave	LOT 12 DP 9128 KAIRAKI BEACH	CB30K/61
13.	28 Featherston Ave	LOT 13 DP 9128	CB30K/62
14.	30 Featherston Ave	LOT 1 DP 52851 BLK XVI RANGIORA SD	CB31B/947
15.	32 Featherston Ave	LOT 1 & 3 DP 58661 BLK XVI RANGIORA SD-SUBJ TO & INT IN R/W-	CB34C/1118

16.	32A Featherston Ave	LOT 2 DP 58661 BLK XVI RANGIORA SD	CB34C/1119
17.	36 Featherston Ave	LOT 16 DP 9128 PT RES 3658 KAIRAKI BEACH	CB30K/65
18.	38 Featherston Ave	LOT 17 DP 9128 PT RES 3658 KAIRAKI BEACH	CB30K/66
19.	40 Featherston Ave	LOT 18 DP 9128 PT RES 3658 KAIRAKI BEACH	CB30K/67
20.	46 Featherston Ave	LOT 2 DP 52855 KAIRAKI BEACH BLK XVI RANGIORA SD-WITH INT IN R/W EASEMENT ON DP 54893	CB31B/954
21.	48 Featherston Ave	LOT 1 DP 54893 KAIRAKI BEACH BLK XVI RANGIORA SD-SUBJ TO R/W-	CB33B/595
22.	50 Featherston Ave	LOT 3 DP 52855 WITH INT IN R/W KAIRAKI BEACH	CB31B/955
23.	52 Featherston Ave	LOT 4 DP 52855 KAIRAKI BEACH	CB31B/956
24.	54 Featherston Ave	LOT 5 DP 52855 KAIRAKI BEACH	CB31B/957
25.	60 Featherston Ave	LOT 8 DP 52855	CB31B/960
26.	62 Featherston Ave	LOT 9 DP 52855 KAIRAKI BEACH	CB31B/961
27.	46A Featherston Ave	LOT 2 DP 358373	237804
28.	44 Featherston Ave	LOT 1 DP 358373	237803
29.	64 Featherston Ave	LOT 1 DP 399709	397824

FOURTH SCHEDULE – ENCUMBRANCE INSTRUMENT

(Attached)

**FIFTH SCHEDULE – WAIMAKARIRI RESIDENTIAL RED ZONE RECOVERY PLAN (DECEMBER
2016)**

(Attached)

SIXTH SCHEDULE – TŪHAITARA COASTAL PARK RESERVE MANAGEMENT PLAN

(Attached)