

**Wai-810**

**Wai 686 #T8**

**Wai 810 #A5**

**COPY**

**BRIEF OF EVIDENCE FOR  
RAWIRI TOKO**

16 April 2002

My name is Rawiri Toko of Ko Totamoe Toku Maunga, Ko Kaihu Toku Awa, Ko Mahuhu o Te Rangi Toku Waka, Ko Ngati Whatua Nui Toku Toku iwi, Ko Frank Raua Ko Monica Toku Matua, Ko Kaihu Toku Kaenga, Ko Rawiri Toko.

Before coming to Waiheke I was a traffic officer for the Ministry of Transport and have spent the bulk of my career in the New Zealand Armed Forces.

I have lived on Waiheke Island for 12 years and have been on the Waiheke Sports Club Committee for eight years. I have held the position of Club Captain and am currently the Secretary and a member of the Steering Committee.

The Waiheke Sports Club can trace its roots back to the early 1930s. It was and still is a voluntary organisation. In 1975 it was registered as an incorporated society. It has currently 270 members with its youngest players aged four and members of the Old Boys Association in their late 80s.

The Club was well ahead of its time as it was the first multi-purpose sports club in New Zealand, becoming so in 1979. It has currently rugby league teams, netball, cricket, softball, touch rugby, pool, darts and indoor bowls. The major two sports are league and netball. League is affiliated with Auckland Rugby League and netball with the National Netball Association.

League has two senior teams and four junior teams with an average of 120 participants. The weekly voluntary hours put in by club members are 162 hours per week made up of management, co-ordinators who liaise with the ARL organising fixtures and transport, a fund-raising committee, team managers, coaches and trainers. Netball consists of two Dolphin senior teams and three form 1, 2 and 3 teams with an average of 86 participants. The management, coaching and supervision of these teams is 53 hours per week. Softball muster this year produced three teams who were unable to play in the Auckland Competition because Auckland City could not find us a field.

The present committee is almost entirely Maori. There are also two places permanently reserved on the main committee for members of the Ngati Paoa. The

three pronged relationship that the club has had for many years between the Marae, the school and the Sports Club has now become standard Hillary Commission policy. This new policy is reflected in He Oranga Poutama (Healthy lifestyle Strategy) of the Hillary Commission which was set up last year by Jim Maniapoto. The programme has the aims of promoting healthy lifestyles for Maori through sport.

The Waiheke Sports Club like most amateur clubs throughout the country is under huge financial pressure. Clubs like ours are the basic building blocks for national representation where players can rise through the ranks and represent their country. We try to give the children the best prize givings, etc that we can. (see Attachment 1) The professionalism of sport brought about by sponsorships has created an impression that sport is well off. This is nonsense less than 2% of sport has major corporate support. Speaking of this pressure on clubs in West Auckland, Mark Iversen, Chief Executive of Sport Waitakere remarked that we go in to try to help them [the clubs] but they are so burned out they find it hard to take advice. They're just trying to keep afloat.

The pressure being exerted by the Council, following the Crown's actions, has been almost intolerable and has made a hard voluntary job even harder. Cracks are beginning to show since the Council take-over. There have been arguments over whether or not there should be poker machines to help with the financial strain. Our members are mostly working class and the majority of members are against introducing gambling. All our teams have to travel across the water on a weekly basis and this is an added burden that other clubs don't have to wear. The Council has threatened us with market rentals in the lease it recently offered. Other requirements for Council coffers include a multitude of certificates and warranties, licensing, special licences, being forced to fight for our last licence as the community board opposed it, and field costs. These field costs are the last straw, (see Attachment 2)

Since the Decision over the Judicial Review, Council appear to have hardened their stance over the lease. We have recently discovered that our neighbours on the Ostend Domain, the boating club, were given a renewal of their Department of Conservation lease and their peppercorn rental was reduced from \$10 to 10c a year for 15 years with no review requirement, (see Attachment 3)

What inference can be drawn from the way our neighbours were treated to how we have been treated. We are pleased that the boating club has been treated in this equitable and fair manner. It was what we, ourselves, had expected. It should also be noted that the boating club does not place its emphasis on children's participation as does our club.

I would like to take the Tribunal's mind back to the Bastion Point battle. As a result of the *Orakei* claim the Tribunal recommended that the playing fields be given to Ngati Whatua with public access still being available to the wider public. If Ngati Paoa were to be given control of the Ostend Domain this would appear to take care of all the problems our Club has experienced since this unfortunate train of events was put in place by the Crown.

cial tennis courts for the exclusive use of tennis club members, the press release said. Meanwhile, officials of the tennis club were "not willing to disclose their membership".

"It is difficult to ascertain how the board believes it has a mandate to pursue its course of action against the status quo," the release said.

Meanwhile the community board issued its own press statement, saying the formal decision to redevelop the domain came after "a lengthy consultative process" and cleared the way for the "centrally-located reserve at Ostend to become a focal point for youth and family recreational activities."

As well as the skate park and tennis courts "additional small-scale recreational pursuits" would be installed as community demand determined, it said.

Petanque and frisbee golf were two suggestions received.

The board was disappointed the club had "consistently refused to entertain the idea of relocation", despite the recent

expiry of its 14-year lease and "compelling arguments for multi-purpose redevelopment of the reserve".

The offer of assistance to re-

while the redevelopment of the Ostend Domain opens up that reserve to more general community use and allows us to address significant long-standing demands for tennis and skateboard facilities," he said.

"Given [that] we have a very limited supply of flat land on Waiheke suitable for such developments, this decision maximises community benefits for the island as a whole."

Meanwhile Dr Hucker accepted an invitation to attend the club's junior prizegiving ceremony on Saturday and afterwards listened to club officials and members put their case for staying on the reserve.

Later Dr Hucker told Gulf News he was not able to comment publicly on the dispute at this stage but it had been

"an interesting and enjoyable day on the island".

"I was impressed with the occasion, the large number of children present, the mix of Maori and Pakeha and the general feeling of goodwill," he said



Young league players roughhouse before Saturday's junior prizegiving.

locate remained open.

"This could be a win-win situation as far as I am concerned," said board chairman Bruce Bisset.

"I believe the sports club has much to gain from the move,



Netballers and rugby league players line up for photos at the Waiheke Sports Club's annual junior prizegiving on Saturday.

# GOLF NEWS

7 October 1999



Deputy mayor Dr Bruce Hucker (centre) listens at the Waiheke Sports Club in a week when two mayoral meetings failed to calm the row over the Ostend Domain, the Waiheke Community Board gave the official go ahead for tennis courts and the sports club vowed to fight on. Stories inside.



Under6 Sports Person of the Year Alex Williams receives his award from ARL Chairman Sel Pearson

**SPOILS:** Under 6's runner-up Tackler of the Year Ben Kara at the Waiheke Sports Club's junior prizegiving on Saturday. More pictures and awards page 42.



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**AUCKLAND CITY  
SPORTSFIELD CHARGES**

All Prices include GST

Schoolchildren's Play is Free except on Saturday Afternoons and all day Sunday, when normal Fees apply.

There are three price structures for most sports:

1. The **CASUAL FEE** for single games or a few games. The fee is discounted by 20% if payment is made in advance of game. Discounted rate shown in brackets.
2. The **TOURNAMENT RATE** which applies when a minimum of ten games are booked and paid for prior to the tournament.
3. The **SEASONAL FEE** applies per field where special rates have been negotiated with major customers. The seasonal fee is NOT reduced for cancellations, and usually applies to Saturday afternoons - Winter Season: April to August; Summer Season: From Labour Weekend to February/March. *Play outside the season is by arrangement with appropriate Sportspark Officer.*

SPORT	CASUAL \$ PER GAME	TOURNAMENT \$ PER GAME	SEASONAL \$ PER FIELD
<b>ATHLETICS</b>			
- Unlit	\$60 (\$48 prepaid)	-	\$160
- Floodlit	\$60 (\$48 prepaid)	-	\$240
<b>AUSTRALIAN RULES</b>	\$80 (\$64 prepaid)	\$40	-
<b>CRICKET</b>			
<i>Grass Wickets</i>			
- Premier	Not Available	Not Available	\$2,200
- Grade II Full day - starts before 1.00pm	\$100 (\$100 prepaid)	\$100	\$900
- Grade II Half day - starts after 1.00pm	\$100 (\$100 prepaid)	\$100	-
- Grade II Twilight starts after 4.00pm	\$100 (\$100 prepaid)	\$100	-
<i>Artificial Wickets</i>			
- Full day - starts before 1.00pm	\$70 (\$56 prepaid)	\$35	\$640
- Half day - starts after 1.00pm	\$55 (\$44 prepaid)	\$27	-
- Twilight - starts after 4.00pm	\$40 (\$32 prepaid)	\$20	-
<b>GAELIC FOOTBALL</b>	\$80 (\$64 prepaid)	\$40	-
<b>GRID IRON</b>	\$44 (\$35 prepaid)	\$22	-
<b>HOCKEY</b>	\$44 (\$35 prepaid)	\$22	\$550
<b>ISLAND CRICKET</b>			
<i>Grass and Artificial</i>			
- Full day	\$60 (\$48 prepaid)	\$30	-
- Half day	\$30 (\$24 prepaid)	\$15	-
- Midweek evening	\$15 (\$12 prepaid)	\$7	-
<b>LEAGUE</b>	\$52 (\$42 prepaid)	\$26	\$650
<b>NETBALL</b>	\$3 (\$2 prepaid)	Negotiable	-
<b>RUGBY</b>	\$60 (\$48 prepaid)	\$30	\$750
<b>SOCCER</b>	\$44 (\$35 prepaid)	\$22	\$550
<b>SOFTBALL (and Baseball)</b>			
Charge per diamond per day	\$36 (\$29 prepaid)	\$36	\$324
<b>TOUCH FOOTBALL</b> Charge for ½ hr game	\$5	\$5	\$260
<b>VOLLEYBALL</b>	-	-	\$120

**PRACTICE FEES - All fees include GST**

The Practice Fees cover two evenings per week per field Monday to Friday for the whole season. Extra evenings charged at half the rate shown below per evening per week for the season eg. soccer training 4 evenings per week would be \$480.00 per field. Practice fees are low, because cancellation is frequent if fields are also used for Saturday play. *The higher fee for floodlit fields is for the longer hours of usage they get.* The practice fee does **NOT** include the cost of lights. If Council supplies lights, an extra charge may be negotiated. There are no refunds for evenings not used.

SPORT	FLOODLIT FIELD \$ per Season	DISTANCE FIELD \$ per Season	
		Winter	Summer
MOST SPORTS	\$240	\$120	\$240
TOUCH	\$240	\$60	\$120
CRICKET	Grass practice strips \$130 per strip - per season Artificial wickets/Nets \$ 60 per strip - per season		

**MISCELLANEOUS FEES AND CHARGES**

All Fees include GST

EVENT	CHARGES
Deposit Against Damage/Litter	\$500 minimum Applies to any event or activity that is likely to damage Park or generate a large quantity of litter. Significant increases may be necessary for specific events.
Facility Fee	Range from \$250 to \$800 per day depending on type and size. Applies to any commercial activity, filming and photography, gymkhanas, erection of marquee for private social functions or commercial activity, etc. See Events Facilitation.
Helicopter Landings	\$300 per hour or part thereof (emergency and Police landings exempt) See Events Facilitation.
Land Yachting	\$26 per day
Model Rocket Events	\$60 per field or part thereof. Fee applies only when pre-arranged by large organised group. Casual launching free.

*The foregoing charges were approved by the Recreation and Community Services Committee of Council on 18/6/93, to take effect from 1/7/93. Minor modifications have since been approved by Area Managers prior to 10/2/97 and incorporated in this document. Divisional Managers have authority to fix charges or waive fees within the limits imposed by the Reserves Act 1977 and Council policy. Facility Fees were altered in 1995.*



# DEED OF RENEWAL OF LEASE

between

THE AUCKLAND CITY COUNCIL

and

WAIHEKE BOATING CLUB INCORPORATED



**SIMPSON GRIERSON**  
**LAW**

THIS DEED dated the 23rd day of March

1997/8.

BETWEEN THE AUCKLAND CITY COUNCIL (included in the term "Lessor")  
for Branch Manager, Inland Revenue 7

AND WAIHEKE BOATING CLUB INCORPORATED (included in the term  
"Lessee")

BACKGROUND

A. The interests of the Waiheke County Council are now vested in the Lessor, and the Lessor is now the lessor and the Lessee is the lessee of the Premises under the Reserve Lease.

B. The Lessee has exercised its option for a renewal of the term of the Lease

for Branch Manager, Inland Revenue	7.4
04/1998	51
NZ Stamp Duty -	5,000
Self assessed duty	5,000

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this deed unless the context indicates otherwise:

1.1 Definitions:

"Commencement Date" means 15 September 1997;

"Final Expiry Date" means 14 September 2012;

"Goods and Services Tax" means tax levied under the provisions of the Goods and Services Tax Act 1985 and includes any tax levied in substitution for such tax;

"Lease" means the lease of the Premises dated 15 September 1982;

"Lessee" means WAIHEKE BOATING CLUB INCORPORATED and includes its executors, administrators, successors and permitted assigns;

"Lessor" means THE AUCKLAND CITY COUNCIL and includes executors, administrators, successors and permitted assigns;

"Premises" means the premises more particularly described in the Lease ;  
and

"Termination Date" means 14 September 2012;

Cancelled  
see correct impression No.  
for Branch Manager, Inland Revenue  
1998

- 1.2 **Parties:** references to parties are references to parties to this deed;
- 1.3 **Persons:** references to persons shall be deemed to include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality;
- 1.4 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background;
- 1.5 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of this deed;
- 1.6 **Plural and Singular:** words importing the singular number shall include the plural and vice versa;
- 1.7 **Sections, Clauses and Schedule:** references to sections, clauses and the schedule are references to sections, clauses of and the schedule to this deed;
- 1.8 **Gender:** words importing one gender shall include the other genders; and
- 1.9 **Schedule:** the schedule to this deed and the provisions and conditions contained in such schedule shall have the same effect as if set out in the body of this deed.

## **RENEWAL**

The term of the Lease is renewed for a further term of 15 years commencing on the Commencement Date and expiring at midnight on the Termination Date.

## **RENT**

- 3.1 **Amount:** The rent for the renewed term shall be 10 cents per annum per annum (plus Goods and Services Tax) payable upon demand being made by the Lessor.

## **GOODS AND SERVICES TAX**

- 4.1 **Payment:** The Lessee shall pay to the Lessor the Goods and Services Tax payable in respect of the rent and other payments payable by the Lessee under the Lease. Goods and Services Tax in respect of the rent shall be payable on each occasion when any rent payment falls due for payment and in respect of any other payment shall be payable upon demand.

4.2 **Default:** If the Lessee defaults in the payment of the rent or other money payable under the Lease and the Lessor becomes liable to pay additional Goods and Services Tax then the Lessee shall pay the additional tax to the Lessor upon demand.

5. **CONTINUANCE**

Except as expressly modified or varied by this deed the covenants and conditions expressed or implied in the Lease shall continue in full force and effect during the renewed term of the Lease.

6. **FURTHER RENEWAL**

The covenant for renewal in the Lease is excluded, so that the term of the Lease shall finally expire on the Final Expiry Date.

7. **COSTS**

The Lessee shall pay the costs of preparation, execution and stamping of this deed.

In witness of which this deed has been executed.

**THE COMMON SEAL OF THE  
AUCKLAND CITY COUNCIL** was  
hereunto affixed in the presence of:

B. J. Doyle  
CHIEF EXECUTIVE

M. E. O'Malley  
CITY SECRETARY



EXECUTIVE

**THE COMMON SEAL OF WAIHEKE  
BOATING CLUB INCORPORATED**  
was hereunto affixed in the presence of:

[Signature]





Scale 1:2000  
 25 50 75 100 125 150 175 200 225 250m

WAIHEKE DOMAIN  
 AK DCDB Data as at 03-03-1999AK Title Data as at 22-02-1999  
 Information derived from the Land Information New Zealand's Digital Databases.

THIS DEED is made the 15<sup>th</sup> day of SEPTEMBER 1982

BETWEEN THE WAIHEKE COUNTY COUNCIL (hereinafter  
called "the Lessor") of the one part  
27JN83 48432 DTY \*  
NEW ZEALAND STAMP DUTY

A N D WAIHEKE BOATING CLUB INCORPORATED  
(hereinafter called "the Lessee")  
of the other part

WHEREAS

1. THE Lessor is the registered proprietor of the land described in the Schedule hereto.

2. THE Lessor has agreed to grant pursuant to Section 54(1)(c) of the Reserves Act 1977 and the Lessee to take as tenant a lease of the premises (hereinafter called "the demised premises") described in the Schedule hereto for the term at the rental and upon and subject to the covenants conditions agreements and provisions hereinafter set out.

NOW THEREFORE IN CONSIDERATION of the premises and of the rent hereinafter reserved and the covenants conditions agreements and provisions herein contained on the part of the Lessee to be paid observed and performed the Lessor HEREBY LEASES to the Lessee the demised premises TO HOLD the same to the Lessee for a term commencing on the

15<sup>th</sup> day of SEPTEMBER 1982 and terminating

W/B

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on the 15<sup>th</sup> day of SEPTEMBER 1997  
YIELDING AND PAYING therefor the annual rental of  
TEN DOLLARS (\$10.00) by payments in advance commencing  
with the first such payment having been due on the day  
of commencement of the term hereby created and otherwise  
upon and subject to the following terms and conditions:

A. THE LESSEE HEREBY COVENANTS AND AGREES with the  
Lessor as follows: -

1. THE Lessee will during the said term pay unto the  
Lessor at Waiheke or at such other place or places in  
New Zealand as the Lessor shall from time to time demand  
at the times and in the manner aforesaid free of exchange  
the rent hereby reserved without any deduction whatsoever.

2. THE Lessee will duly and punctually pay as and  
when the same shall be payable all taxes (other than  
Lessor's land tax), rates, charges and assessments whatsoe  
whether municipal local government parliamentary or  
otherwise which are at any time during the said term  
charged upon the demised premises or upon the Lessor on  
account thereof duly apportioned however as between the  
Lessor and the Lessee where the Lessee is in occupation  
or liable for part only of the rating or other charging  
year or part only of the premises or property on which  
the rate or charge is levied.

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3. THE Lessor may by its servants contractors and agents at all reasonable times enter upon the demised premises and view the state of repair and condition thereof and may serve upon the Lessee at its registered office a notice in writing of any defect requiring it within a reasonable time to repair the same in accordance with any covenant expressed or implied in this lease and that in default of it so doing within a reasonable time it shall be lawful for the Lessor from time to time to enter upon the demised premises and execute the required repairs.

4. THE demised premises shall be used solely for the purposes of the provision preparation and maintenance of hard standing and storage for recreation and boating purposes and if at any time the Lessor is of the opinion that the demised premises are not being used or are not being sufficiently used for such purposes the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the demised premises and if satisfied that the demised premises are not being used or not being sufficiently used for the purposes specified herein, may terminate the lease on such terms as the Minister of Lands approves.

5. THE Lessee shall build erect construct or place upon the land only such buildings as are approved by the Lessor hereunder and according to the By-laws and Town Planning requirements of the Waiheke County Council.



and with the prior written consent of the Minister of Lands.

6. ON termination of the lease under Clause 4 or by effluxion of time surrender breach of conditions or otherwise the demised premises together with all improvements thereon shall revert to the Lessor without compensation payable to the Lessee or otherwise PROVIDED THAT the Lessor may at its absolute discretion prior to the termination of the lease as aforesaid require the Lessee to remove the whole or some of its improvements from the demised premises.

7. THE Lessee shall not during the continuance of this lease assign transfer demise sub-let or part with the possession of the demised premises or any part thereof

8. THE Lessee shall allow the use of its facilities on the demised premises by persons not being members of the Lessee on the payment of reasonable fees and at all reasonable times.

9. THE Lessee shall take out and keep in full force and effect at all times a Public Liability insurance policy with an insurance company approved by the Lessor for the express purpose of indemnifying the Lessor from all claims against damage to property for a sum not less than \$100,000.00 or such other sum as shall be nominated,

*J.B.*

from time to time by the Lessor.

10. THAT the Lessee will pay the costs of and incident to the preparation and stamping of this lease and of a counterpart copy thereof.

B. THE LESSOR HEREBY COVENANTS AND AGREES with the Lessee as follows:-

11. THAT the Lessee paying the rent hereby reserved and performing and observing the covenants agreements and conditions on the Lessee's part herein contained or implied the Lessee may peaceably possess and enjoy the demised premises for the term hereby granted without any interruption or disturbance not hereby authorized from the Lessor or any other person or persons claiming by or under it.

C. THE PARTIES HEREBY MUTUALLY COVENANT AND AGREE as follows:-

12. THAT the Lessee shall construct on the demised premises within a reasonable time from the date hereof a hauling out ramp for boats together with related facilities at its own cost in all things and to the satisfaction of the Lessor and that upon termination hereof howsoever the demised premises together with all improvements thereon shall revert to the Lessor without compensation payable to the Lessee or otherwise.

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13. THAT implied covenants provisions and powers shall for the purposes hereof be negatived or modified in so far as the same or any of them are contradictory to or inconsistent with the terms and provisions hereof.

14. IN case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained or implied it shall be lawful for but not obligatory upon the Lessor (but without prejudice to any of the other rights powers or remedies of the Lessor) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessor reasonably necessary for the full or at the Lessor's option partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessor to enter by its servants agents contractors or workmen upon the demised premises or any part thereof AND that the Lessee will immediately on demand repay to the Lessor all moneys so paid by the Lessor and the costs charges and expenses of such performance and observance by the Lessor and until such payment the same shall be treated as an advance to the Lessee by the Lessor and shall bear interest at the rate of EIGHTEEN DOLLARS (\$18.00) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessor.

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N. 1.

15. ANY notice to be given hereunder shall be delivered to the Council offices for the Lessor and for the Lessee to the demised premises.

16. ALL differences and disputes which may arise between the parties hereto touching or concerning these presents or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to the arbitration of a single arbitrator to be agreed upon by the parties and failing agreement upon a single arbitrator then a single arbitrator nominated by the President for the time being of the District Law Society and otherwise in accordance with The Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force.

17. THAT references herein to the consent or approval of the Lessor for any purpose shall be construed to require that consent for each separate occasion notwithstanding any prior consent obtained for the like purpose on a prior occasion.

18. THE Lessor shall not be bound to enable the registration of this lease under The Land Transfer Act 1952 (or any Act amending or replacing the same) or obtain the consent of any mortgagee and the Lessee requiring such registration or consent shall at its own expense do all things necessary to achieve it.

?  
N/E  
J. L. L.

19. THAT if the Council is convinced that there is sufficient need for the recreational activity of boating hereinbefore referred to and that in the public interest some other sport game or recreational activity should not have priority in the use of the demised premises and if the Lessee shall during the said term duly and punctually pay the rental payable hereunder and well and faithfully observe and keep all the terms conditions agreements provisions and restrictions on its part herein contained and/or implied up to the expiration of the said term and shall have given notice in writing to the Lessor at least three (3) calendar months before the expiration of the said term of its desire to take a renewed lease of the demised premises then the Lessor will at the cost of the Lessee grant to the Lessee a renewed lease of the demised premises for a further term of fifteen (15) years commencing from the expiry of the said term at a rental to be agreed upon or failing agreement to be fixed by a valuer agreed upon by the parties and failing agreement upon a valuer then to be fixed by arbitration in the manner hereinbefore provided (but not in any event being less than the rent paid in the immediately preceding rental period) and otherwise upon and subject to the same terms conditions agreements provisions and restrictions as are herein contained excluding this present provision for renewal and in assessing the rental no account shall be taken of the value of any buildings erected or other improvements effected by the Lessee.

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J.B.

20. THAT the terms of this Deed shall not be or be deemed to be varied in any manner howsoever unless such variation is reduced to writing and signed by the parties.

20. THAT nothing contained herein shall be deemed to confer on the Lessee the right to acquire the fee simple of the demised premises.

21. THE term "Lessor" used herein shall be deemed to include and bind the Lessor together with its executors administrators (or in the case of a company with its successors and liquidators) and assigns and the term "Lessee" shall be deemed to include and bind the Lessee together with its executors administrators (or in the case of a company its successors and liquidators) and permitted assigns AND words used herein importing the masculine gender shall include the feminine or neuter gender.

IN WITNESS WHEREOF this Deed has been executed the day and year first hereinabove written.

THE SCHEDULE

That area of land shown marked 'A' on the attached Plan.

THE COMMON SEAL of the WAIHEKE COUNTY COUNCIL was hereunto affixed in the presence of:-



*H. B. x*  
*11/12/11*  
*11/12/11*  
*11/12/11*

THE COMMON SEAL of )  
WAIHEKE BOATING CLUB )  
INCORPORATED was )  
hereunto affixed in )  
the presence of:- )



*Commissioner  
of L.S. Dept  
A.D. Brown  
New Zealand*

SIGNED by JOHN VERCOE BOULD )  
Assistant Commissioner of )  
Crown Lands for the North )  
Auckland Land District in the )  
presence of - )

*J. Bould*  
\_\_\_\_\_

Witness: *A. H. H.*

Occupation: *Clerk*

Address: *Lands & Survey Dept*  
*Auckland*





DATED

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BETWEEN THE WAIHEKE COUNTY CPU:

(Lessor)

A N D WAIHEKE BOATING CLUB  
INCORPORATED

(Lessee)

---

DEED OF LEASE

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BROOKFIELD PRENDERGAST & CO.  
SOLICITORS  
AUCKLAND

21.7.04/2

**DEED OF RENEWAL OF LEASE**

**between**

**THE AUCKLAND CITY COUNCIL**

**and**

**WAIHEKE BOATING CLUB INCORPORATED**



**SIMPSON GRIERSON**  
**LAW**

THIS DEED dated the 23rd day of March 1997/8.

BETWEEN THE AUCKLAND CITY COUNCIL (included in the term "Lessor")  
for Branch Manager, Inland Revenue 7

AND WAIHEKE BOATING CLUB INCORPORATED (included in the term  
"Lessee")

BACKGROUND

A. The interests of the Waiheke County Council are now vested in the Lessor, and the Lessor is now the lessor and the Lessee is the lessee of the Premises under the Reserve Lease.

B. The Lessee has exercised its option for a renewal of the term of the Lease

04/1995	265.00
NZ Stamp Duty -	50.00
Self assessed duty	50.00

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this deed unless the context indicates otherwise:

1.1 Definitions:

"Commencement Date" means 15 September 1997;

"Final Expiry Date" means 14 September 2012;

"Goods and Services Tax" means tax levied under the provisions of the Goods and Services Tax Act 1985 and includes any tax levied in substitution for such tax;

"Lease" means the lease of the Premises dated 15 September 1982;

"Lessee" means WAIHEKE BOATING CLUB INCORPORATED and includes its executors, administrators, successors and permitted assigns;

"Lessor" means THE AUCKLAND CITY COUNCIL and includes executors, administrators, successors and permitted assigns;

"Premises" means the premises more particularly described in the Lease ; and

"Termination Date" means 14 September 2012;

Stamp duty  
see correct impression No.  
for Branch Manager, Inland Revenue  
1997

- 1.2 **Parties:** references to parties are references to parties to this deed;
- 1.3 **Persons:** references to persons shall be deemed to include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality;
- 1.4 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background;
- 1.5 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of this deed;
- 1.6 **Plural and Singular:** words importing the singular number shall include the plural and vice versa;
- 1.7 **Sections, Clauses and Schedule:** references to sections, clauses and the schedule are references to sections, clauses of and the schedule to this deed;
- 1.8 **Gender:** words importing one gender shall include the other genders; and
- 1.9 **Schedule:** the schedule to this deed and the provisions and conditions contained in such schedule shall have the same effect as if set out in the body of this deed.

## 2. RENEWAL

The term of the Lease is renewed for a further term of 15 years commencing on the Commencement Date and expiring at midnight on the Termination Date.

## 3. RENT

- 3.1 **Amount:** The rent for the renewed term shall be 10 cents per annum per annum (plus Goods and Services Tax) payable upon demand being made by the Lessor.

## 4. GOODS AND SERVICES TAX

- 4.1 **Payment:** The Lessee shall pay to the Lessor the Goods and Services Tax payable in respect of the rent and other payments payable by the Lessee under the Lease. Goods and Services Tax in respect of the rent shall be payable on each occasion when any rent payment falls due for payment and in respect of any other payment shall be payable upon demand.

4.2 **Default:** If the Lessee defaults in the payment of the rent or other money payable under the Lease and the Lessor becomes liable to pay additional Goods and Services Tax then the Lessee shall pay the additional tax to the Lessor upon demand.

5. **CONTINUANCE**

Except as expressly modified or varied by this deed the covenants and conditions expressed or implied in the Lease shall continue in full force and effect during the renewed term of the Lease.

6. **FURTHER RENEWAL**

The covenant for renewal in the Lease is excluded, so that the term of the Lease shall finally expire on the Final Expiry Date.

7. **COSTS**

The Lessee shall pay the costs of preparation, execution and stamping of this deed.

In witness of which this deed has been executed.

THE COMMON SEAL OF THE  
AUCKLAND CITY COUNCIL was  
hereunto affixed in the presence of:

B. J. Doyle  
CHIEF EXECUTIVE

M. C. O. M. W.  
CITY SECRETARY

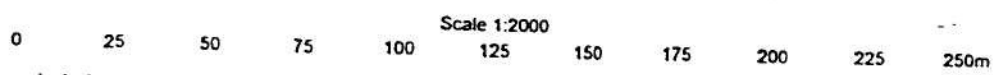


EXECUTIVE

THE COMMON SEAL OF WAIHEKE  
BOATING CLUB INCORPORATED  
was hereunto affixed in the presence of:

[Signature]





WAIHEKE DOMAIN  
 AK DCDB Data as at 03-03-1999AK Title Data as at 22-02-1999  
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