

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DEED OF LEASE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THAMES-COROMANDEL DISTRICT COUNCIL**

**(Lessor)**

**(Lessee)**

**This Deed dated** day of 2021

**BETWEEN**: **THAMES-COROMANDEL DISTRICT COUNCIL** (Lessor)

**AND**: (Lessee)

**BACKGROUND**:

1. The Lessor is the administering body of Part Section 9 Block VII Thames Survey District held by the Lessor for aerodrome purposes, subject to the Reserves Act 1977, contained in NZ Gazette 1966 p. 1310, located at 395 Ngati Maru Highway, Thames (Land).
2. The Lessor has agreed to lease part of the Land to the Lessee as described in the First Schedule (Premises).
3. The Lessor acknowledges that the Lessee will own the improvements (Building) to be constructed on the Premises.
4. The Lessee wishes to lease the Premises from the Lessor for the Permitted Use.
5. The Lessee acknowledges the Premises are located on part of the Land that is held for aerodrome purposes, subject to the Reserves Act 1977, and subject to the further terms contained in the third schedule.

**WITNESSES AS FOLLOWS:**

1. **INTERPRETATION** In this lease unless the context indicates otherwise:
   1. **Definitions:**

**"Act"** means the Reserves Act 1977.

**“Annual Rent”** means the annual rent set out in the First Schedule.

1. **“Authority”** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Premises or their use.
2. **“Building”** means the aircraft only hangar to be constructed by the Lessee on the Land in accordance with the Design Specifications.

**“Common Area(s)** means all those parts of the Land, not being part of the Premises, and at any time designated by the Lessor for common use and enjoyment including for access to the Land and Premises and for car parking.**“Design Specifications”** means the Design Specifications in the Fourth Schedule**.**

**“Emergency”** means a situation that is a resultof any event,natural or otherwise, which causes or may cause loss of life or serious injury or in any way seriously endangers the safety of the pubic or property and is not caused by any act or omission of the Lessor or Lessee

**“GST”** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax.

**“Insured Risks”** means loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which the Lessor reasonably requires to be insured against.

**“Land”** means part of the land situated at **395 Ngati Maru Highway, Thames**.

**“Lessee”** means the person specified as the Lessee in the First Schedule and includes the Lessee’s successors and permitted assigns and, where the circumstances permit, the Lessee’s employees and agents and any person for whose acts or omissions the Lessee is responsible.

**“Lessee’s Improvement”** means the Lessee’s Building located on the land.

**“Lessor”** means the entity specified as the Lessor in the First Schedule and includes the Lessor’s successors and assigns and, where the circumstances permit, the Lessor’s employees and agents and any person for whose acts or omissions the Lessor is responsible.

**“Outgoings”** means the costs, expenses and charges set out in the Second Schedule and

**“Outgoing”** means any one of those costs, expenses or charges.

**“Outline Plan”** means a plan which must show—

1. the height, shape, and bulk of the Building; and
2. the location on the Land of the Building; and
3. the likely finished contour of the Land; and
4. the vehicular access and circulation; and
5. the landscaping proposed which must be limited to provision of grass in the environs of the Building; and
6. any other matters to avoid, remedy, or mitigate any adverse effects on the environment.

**“PBLA”** means the Public Bodies Leases Act 1969

**“Premises”** means part of the Land described in the First schedule but excludes the Buildings and Lessee’s Improvements.

**“Structural Repairs”** means repairs, maintenance or renovations to the foundations, floors, columns, beams, trusses, roof and exterior wall claddings, gutters, downpipes, and drains of the Buildings.

**“Term”** means the Initial Term of this lease together with any Renewal Term(s) (where exercised by the Lessee in accordance with this Lease).

**“Utilities”** means all utility and other services connected and/or supplied to the Premises, including water, sewage, drainage, electricity, gas, telephone and rubbish collection; and

**“Working Day**” has the same meaning as in s4 of the Property Law Act 2007.

* 1. **Building Act Terms:** the terms “Building Work”, “Compliance Schedule” and “Code Compliance Certificate” have the meanings given to those terms in the Building Act 2004 and “Warrant of Fitness” refers to the annual building warrant of fitness as described in section 108 of the Building Act 2004.
  2. **Defined Expressions:** expressions defined in the main body of this lease have the defined meaning in the whole of this lease including the background and schedules.
  3. **First Schedule Terms:** the terms “Commencement Date”, “Default Interest Rate”, “Final Expiry Date”, “Lessee’s Percentage”, “Permitted Use”, “Rent Payment Date(s)”, “Rent Review Date(s)” and “Term”, together with the other terms set out in the First Schedule, will be interpreted by reference to the First Schedule;
  4. **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect this lease’s interpretation.
  5. **Joint and Several Obligations:** where two or more persons are bound by a provision in this lease, that provision will bind those persons jointly and each of them severally.
  6. **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
  7. **Parties:** references to parties are references to parties to this lease.
  8. **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities of other entities, in each case whether or not having separate legal personality.
  9. **Plural and Singular:** singular words include the plural and vice versa.
  10. **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this lease’s sections, clauses and schedules.

**1.12** **Schedules:** the schedules and their contents have the same effect as if set out in the body of this lease; and

**1.13**  **Statutes and Regulations:** references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation, whether by subsequent statute or otherwise.

1. **GRANT OF LEASE**

**2.1**  Pursuant to section 61(2) of the Act and in accordance with the PBLA including without limitation section 7(1)(d) the Lessor leases the Premises together with the non-exclusive right to use the Common Area(s) (if any) and any area designated by Lessor for parking to the Lessee and the Lessee takes the Premises on lease for the Term at the Annual Rent.

**2.2**  If, other than under a renewal of this Lease or the grant of a further Lease, the Lessor permits the Lessee to remain in occupation of the Premises after the expiry or earlier termination of the Term, such occupation will be a periodic tenancy only, determinable by twenty (20) Working Days’ notice by either the Lessor or the Lessee to the other, at the Rent then payable and otherwise on the same terms and conditions (as far as applicable to a periodic tenancy) as are contained in this Lease.

**2.3**  Where the First Schedule provides for Right(s) of Renewal:

1. this lease will be renewed in accordance with the process and at a rent determined in accordance with the provisions of clauses 2 to 15 (both inclusive) of Schedule 1 to the PBLA.
2. the new lease shall be on the same terms as this lease except the Term of this lease and all further terms shall expire on or before the Final Expiry Date.
3. the parties will not be released by the renewal of the lease from any liability for any breach under this lease.
4. **RENT:** The Lessee must pay:
   1. **Annual Rent:** The Annual Rent by equal monthly payments in advance on the Rent Payment Dates.
   2. **No Deductions or Set-off:** all rent and other money payable by the Lessee under this lease to the Lessor without any deduction or set-off; and
   3. **Method:** all rent payments by direct bank payment or as the Lessor may direct.
5. **RENT REVIEW**
   1. **Process:** The Annual Rent is subject to review on the Rent Review Dates using the process set out in section 22 of the Public Bodies Leases Act 1969.
   2. **Rent Ratchet:** The Annual Rent payable by the Lessee following a Rent Review Date must never be less than the Annual Rent payable immediately prior to the relevant Rent Review Date.
6. **GST**
   1. **Payment:** The Lessee must pay to the Lessor all GST payable on the Annual Rent and other money payable by the Lessee under this lease. The Lessee must pay GST:
      1. **Annual Rent:** on the Annual Rent on each occasion when any rent falls due for payment; and
      2. **Other Money:** on any other money payable by the Lessee on demand.

**5.2**  **Default** If:

* + 1. **Lessee Fails to Pay:** The Lessee fails to pay the Annual Rent or other money payable under this lease (including GST); and
    2. **Lessor Liable to Penalty:** The Lessor becomes liable to pay additional GST or penalty tax -

then the Lessee must pay the additional tax or penalty tax to the Lessor on demand.

1. **DEFAULT INTEREST** If the Lessee fails to pay any instalment of the Annual Rent or any other money payable under this lease for 14 days after:
   1. **Due Date:** the due date for payment; or
   2. **Demand:** the date of the Lessor’s demand, if there is no due date-

then the Lessee must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of the Lessor’s demand (as the case may be) down to the date of payment.

1. **OUTGOINGS**
   1. **Lessee to Pay Outgoings:** The Lessee must on demand by the Lessor pay the Outgoings relating to the Premises and as specified in the Second Schedule without deduction or set-off. If any Outgoing is not separately assessed on or charged to the Premises, the Lessee must pay a fair and reasonable proportion of that Outgoing. The proportion of Local Authority Rates and Grassed Area Maintenance (refer Second Schedule) shall be determined by the area of the premises in relation to the area of the Land.
   2. **Apportionment:** Any Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between the Lessor and the Lessee.
   3. **Penalties:** If any Outgoing is payable by a date after which a penalty applies, the Lessee will comply with clause 7.1 if that Outgoing is paid at least five days before the penalty date.
   4. **Lessor’s Obligation:** The Lessor must pay all costs, expenses and charges relating to the Premises which are not the Lessee’s responsibility under this lease.
2. **UTILITY CHARGES**
   1. **Lessee to Pay Utility Charges:** The Lessee must promptly pay to the relevant Authority or supplier all charges for Utilities which are separately metered or charged to the Premises.
   2. **Apportionment:** The Lessee must pay to the Lessor on demand a fair and reasonable proportion of the charge for any Utility which is not separately metered or charged to the Premises.
   3. **Meters:** If the Lessor or any Authority requires the Lessee to do so, the Lessee must at the Lessee’s own expense install any meter or other measuring devices necessary for the proper measurement of the charges for any Utility or other services supplied to the Premises.
3. **COSTS:** The Lessee must pay to the Lessor on demand:
   1. **Costs:** The Lessor’s reasonable costs relating to any request by the Lessee for Lessor’s consent e.g., to an alteration to or assignment of this lease; and
   2. **Default Costs:** all costs, charges and expenses (including those on a solicitor-client basis) incurred by the Lessor in exercising or enforcing any rights and remedies for which the Lessor becomes liable as a result of the Lessee’s breach of any terms of this lease.
   3. Each party shall meet its own costs for the negotiation, preparation and execution of this lease and of any extension, renewal or variation of this lease (including any variation recording a rent review).
4. **INSURANCE**

The Lessee will maintain during the Term:

* 1. **Public Liability**: public liability insurance (including tenant’s liability) for at least the amount specified in the First Schedule.
  2. **Building:** comprehensive insurance on a replacement basis for the Building; and
  3. **Lessor approval**: The Lessee’s insurances at clause 10.1 and 10.2 and must be on terms and conditions having regard to use of the Premises and Building for hangar/aviation purposes and with an insurer approved by the Lessor acting reasonably.
  4. **Proof of Insurance**: The Lessee will provide the Lessor with reasonable proof of the insurances and the terms of such cover:

(a) on the Commencement Date; and

(b) on written request by the Lessor.

* 1. **Tenant Acknowledgement**: For the purposes of s271 of the Property Law Act 2007 the Lessee acknowledges that the Lessor has not insured the Building.

1. **MAINTENANCE AND REINSTATEMENT** 
   1. **Maintenance:** The Lessee must at its own cost throughout the Term:
      1. **Buildings:** maintain the Lessee's Building in good repair including in accordance with the requirements of the Colorsteel warranty provided for the cladding of the Building as specified in the Design Specifications.
      2. **Keep Premises Clean:** keep the Premises clean, tidy and free of rubbish.
      3. **Removal of Rubbish:** regularly remove all rubbish and waste from the Premises and keep all rubbish bins and waste disposal facilities in tidy condition.
      4. **Broken Glass:** replace all broken glass on the Building; and
      5. **Pests:** prevent and exterminate any pest infestation on the Premises.
   2. In the event of damage or partial or total destruction of the Building the Lessee shall, in accordance with the requirements of clause 13 of this lease, reinstate the Building to the design and standard of the Building that existed prior to such damage or destruction.
2. **USE OF PREMISES**
   1. **Permitted Use:** The Lessee must only use the Premises for the Permitted Use.
   2. **Restrictions on Use:** The Lessee must:
      1. **Noxious Activities and Nuisances:** not carry on any noxious, noisy or offensive business or activity including but not limited to arc welding in or about the Premises or the Land, or do anything which is or may become a nuisance or annoyance to any other occupant of any adjoining premises, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
      2. **Resource Management Act:** not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
      3. **Acts, Bylaws, etc.:** comply with all acts, bylaws, regulations, rules and requisitions, including the Resource Management Act 1991, relating to the Premises and the Lessee’s use of the Premises; and
      4. **Health and Safety:** The Lessee will do all things reasonably necessary to comply with the requirements of the Health and Safety at Work Act 2015, including any consequential amendments and enactments passed in substitution.
      5. **Hazardous Substances:** The Lessee must comply with the relevant hazardous substances legislation in the storage and use of any hazardous substance on the Land, including but not limited to aircraft fuel, required in the lawful carrying out of any activity permitted by the designation of the Land as a Reserve for aerodrome purposes.
3. **CONSTRUCTION, ALTERATIONS AND ADDITIONS**
   1. **Approvals:** The Lessee must not carry out any Building Work as defined in the Building Act 2004 on the Premises including construction of the Building or make any alterations or additions, without:
4. **Outline Plan:** first providing an Outline Plan to Thames-Coromandel District Council for approval in its regulatory capacity. The Council may request the Lessee to make changes to the Outline Plan and s176A of the Resource Management Act 1991 shall apply to such request; and
5. **Lessor’s Consent:** providing the Lessor with detailed plans and specifications and obtaining the Lessor’s prior written consent to such Building Work which consent the Lessor may withhold where the Building Work does not comply with the approved Outline Plan and the Design Specifications and the Lessor may impose such reasonable conditions as it deems appropriate in granting its consent including as to supervision of the work and the Lessee is to comply with such conditions at its cost and provide to the Lessor such reports and certificates in respect of the work undertaken as the Lessor deems appropriate; and
6. **Building Consent:** obtaining a Building Consent and carrying out all Building Work in conformity with that consent.
7. **Contractor’s All Risk Insurance**: Obtaining and providing evidence to the Lessor of Contractor’s All Risk insurance in respect of the period of construction; and
8. **Code Compliance Certificate:** on completion, obtaining a Code Compliance Certificate
   1. **Compliance Schedule:** If the Building requires a compliance schedule under the Building Act the Lessee shall as its own cost fully comply with all obligations imposed under the Building Act including but not limited to:
9. **Complying:** complying with any requirements specified in any compliance schedule.
10. **Building WOF:** ensuring the Building has at all times a current building warrant of fitness and obtaining any written reports relating to compliance with the compliance schedule.
11. **Notices:** complying with any notices issued under the Building Act. 
    1. **Display WOF:** The Lessee shall at all times display, at a place in the Building to which users of the Building have ready access, a copy of the current building warrant of fitness showing the location of the compliance schedule.
    2. **MAKE AVAILABLE:**

### The Lessee shall provide to the Lessor:

### Prior to the Anniversary: prior to each anniversary of the issue of the compliance schedule a copy of the compliance schedule together with any written reports relating to compliance with the compliance schedule; and

### Subsequent Anniversaries: on every subsequent anniversary a copy of the current building warrant of fitness for the Building together with any written reports relating to compliance with the compliance schedule.

1. **.SIGNS**

**Preconditions:** The Lessee must not affix or paint any sign, notice or advertising device on or to the Premises or Building.

1. **ASSIGNMENT AND SUBLEASING** 
   1. **Control of Assignment and Subleasing:** The Lessee must not:
      1. Assignment: assign any interest in this lease without the Lessor’s prior written consent. Consent shall not be unreasonably or arbitrarily withheld.

**15.1.2** Subleasing: the Lessee shall not sublease the whole or any part of the Premises without the Lessor’s prior written consent PROVIDED THAT casual occupancy of the Premises for the Permitted Use for periods less than 12 months shall not constitute a subletting . For clarification, Casual Occupancy means no commitments beyond 12 months, not that an aircraft can’t occupy a hangar for more than 12 months.

* + 1. Conditions: The Lessor must give consent under clause 15.1.1 and 15.1.2 if the following conditions are satisfied:
    2. Standing of Assignee or Sublesee: The Lessee must show to the Lessor’s reasonable satisfaction that the proposed assignee or sublessee is responsible and, in the case of an assignment, financially sound.
    3. **Performance by Lessee:** The Lessee must have performed all of the Lessee’s obligations under this lease up to the date of the proposed assignment.
    4. **Deed of Covenant:** in the case of an assignment, the assignee must execute a deed of covenant with the Lessor agreeing to perform the Lessee’s obligations under this lease for that area assigned. The Lessor agrees to release the assignor from liability under this lease for that assigned area with the signing of a deed of covenant.
    5. **Costs:** The parties shall bear their own costs on the entering of this lease and any assignment or surrender of lease.

1. **QUIET ENJOYMENT:** If the Lessee pays the Annual Rent and performs the Lessee’s obligation in this lease, the Lessee will be entitled to quiet enjoyment of the Premises without interruption by the Lessor or any person claiming under the Lessor.
2. **DEFAULT**

**17.1**  If the Lessee fails to perform or observe any of this agreement’s terms, then the Lessor may without prejudice to any of the Lessor’s other rights or remedies at law or in equity sue the Lessee for specific performance or cancel this lease by immediately or thereafter re-entering the Premises if the Lessor has first observed the requirements, where it is required by law to do so, of sections 243-264 of the Property Law Act 2007.

**17.2** It shall be an act of default under this lease if the Lessee:

(a) is declared bankrupt or insolvent according to law; or

(b) assigns his or her estate or enters a deed of arrangement for the benefit of creditors; or

(c) is wound up or dissolved or

(d) enters voluntary administration or any assignment or other compromise or scheme of arrangement with the Lessee’s creditors or any class of the Lessee’s creditors; or

(e) has a receiver, manager or receiver and manager appointed relating to any of the Lessee’s assets.

**Lessor May Remedy Lessee’s Default:** . Except in the case of an Emergency and without limiting the rights and remedies of the Lessor, the Lessor may give the Lessee written notice detailing any default or breach by the Lessee under this lease and requiring the Lessee to remedy such breach or default within a reasonable period having regard to the nature of the default or breach. If the Lessee fails to remedy the default or breach to the reasonable satisfaction of the Lessor the Lessor may, without being under any obligation to do so, remedy any default or breach by the Lessee under this lease at the Lessee’s cost.

1. **ESSENTIAL TERMS**
   1. **Failure to Pay Rent:** The Lessee’s failure to pay the rent or any other money payable by the Lessee under this lease is a breach of an essential term of this lease. The Lessee must compensate the Lessor for that breach. The Lessor may recover damages from the Lessee for that breach. The Lessor’s entitlement to compensation under this clause is in addition to the Lessor’s other remedies or entitlements (including the right to terminate this lease).
   2. **Waiver:** The Lessor’s acceptance of any arrears of rent or other money payable under this lease is not a waiver of the essential obligation to pay any other rent or money payable under this lease.
   3. **Compensation:** The Lessee must compensate the Lessor for any breach of an essential term of this lease. The Lessor may recover damages from the Lessee for those breaches. The Lessor’s entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessor (including the right to terminate this lease).
2. **DAMAGES**

**19.1 Lessee’s Acts or Omissions:** If any act or omission of the Lessee:

* + 1. **Repudiation:** is a repudiation of this lease or of the Lessee’s obligations under this lease; or
    2. **Breach of Lease** is a breach of any of the Lessee’s obligations under this lease.

the Lessor may recover damages for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

* 1. **Entitlement:** The Lessor’s entitlement to recover damages:
     1. **Termination:** will not be affected or limited by the termination of this lease; and
     2. **Additional:** is in addition to any other remedy or entitlement of the Lessor.

1. **NO WAIVER**

The Lessor’s waiver or failure to act in response to the Lessee’s breach of any of the Lessee’s obligations in this lease will not operate as a waiver of:

* 1. **Waiver of Breach:** the same breach on any later occasion; or
  2. **Waiver of Obligations:** any other obligations in this lease.

1. **INDEMNITY**
   1. **Lessor Indemnified**: The Lessee indemnifies the Lessor against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by the Lessor resulting from the Lessee’s act or omission.
   2. The Lessee acknowledges that: (a) the Land is low-lying and may be subject to inundation; (b) there are minimum floor levels prescribed for the construction of a Building on the Land and (c) that the Thames-Coromandel District Council in its capacity as Lessor or otherwise has no liability to the Lessee if damage or destruction occurs to the Building or any other improvement or property of the Lessee or any occupant of the Building or the Premises as a result of such inundation however such inundation arises.
2. **RESOLUTION OF DISPUTES**

**22.1** **Disputes:** Where any disputes arise between the parties about:

**21.1.1 Interpretation:** the interpretation of this lease; or

**21.1.2 Lease:** anything contained in or arising out of this lease.

the parties will try in good faith to settle the matter by negotiation in the first instance.

**22.2**  **Mediation:** Any disputes arising out of or resulting from this Lease agreement which could not be resolved by negotiation may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between the parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The parties will agree on a suitable person to act as mediator or will ask the New Zealand Dispute Resolution Centre to appoint a mediator. Both parties agree that mediation will take place within 15 working days of receipt of the mediation initiation letter and that the parties will each meet an equal proportion of the mediation costs.

1. **NOTICES**

**23.1**  **Service of Notices:** Any notice or document required or authorised to be delivered or served under this lease may be delivered or served:

**23.1.1 Property Law Act:** in any manner prescribed in the Property Law Act 2007 for the type of notice being served; or

**23.1.2 Facsimile or email:** byfacsimile or email where permitted by the Property Law Act 2007 for a notice of its type.

**23.2**  Time of Service: Any notice or other document will be treated as delivered or served and received by the other party.

**23.2.1 Delivery:** on personal delivery.

**23.2.2 Registered post:** five workingdays after being posted by prepaid registered post; or

**23.2.3 Facsimile:** on completion of an error-free transmission, when sent by facsimile.

**23.2.4 Email:** when acknowledge by the addressee by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.

**23.3** **Signature of Notices:** Any notice or document to be delivered or served under this lease must be in writing and may be signed by:

**23.3.1 Attorney, etc.:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or

**23.3.2 Authorised Person:** the party serving the notice, or any other person authorised by that party

1. **NATURE OF THE LESSOR**

**24.1** **Lessor as Owner:** Nothing in this Lease limits or affects the duties and obligations of the Lessor as a regulatory authority under the Resource Management Act 1991, the Building Act 2004 or any other relevant statute. The Lessor is not liable for any expense, costs, loss, or damages the Lessee or any person claiming through the Lessee suffers or incurs because of the Lessor lawfully carrying out its statutory duties.

**24.2**  **Consent of Lessor:** Where this Lease requires the Lessee to obtain any consent or approval of the Lessor, the Lessor will grant that consent or approval in its capacity as the owner of the Premises only. The Lessee must separately obtain through the Lessor any consent or approval it requires from the Lessor acting as regulatory authority. Similarly, any consent or approval the Lessee obtains from the Lessor acting as territorial authority, does not constitute the consent of the Lessor pursuant to this lease.

**24.3**   The Lessor’s consent under this lease is required for each occasion even if the Lessor has given consent for the same or similar purpose on an earlier occasion.

1. **LEASE NOT REGISTRABLE**

The Lessee will not call for this Lease to be registered, or lodge a caveat against the title to the Land.

1. **PRIORITY OF DOCUMENTS**

In the event of any conflicting provisions between this lease and the documents referenced or included in this lease, the priority shall be as follows:

1. The Act, PBLA and any other applicable legislation.
2. The Lessor’s District Plan.
3. This lease.
4. The Design Specifications.
5. **TERMINATION**

**27.1** Notwithstanding anything in Clause 17, if the Lessee fails to use the Premises for the Permitted Use (in the Lessor's sole judgement) the Lessor shall give the Lessee written notice with reasons given requiring the Lessee not later than 10 Working Days after service of the notice to cease use of the premises for other than the permitted use failing which this lease may be terminated by the Lessor on one month’s written notice. Where the Lessee has sublet or granted a casual occupancy of any of the leased area, the 10 working day period shall be extended by a further 10 working days (20 in total) to give the Lessee time to address any breach with its tenant or casual occupant.

**27.2** If this lease is determined by forfeiture, re-entry, or pursuant to clause 27.1 or otherwise, all buildings, and improvements on the Premises shall absolutely revert to the Lessor free from any payment or compensation whatever and the Lessor may dispose of any property of the Lessee remaining in the Building or on the Premises and apply the proceeds of disposal first in payment of costs incurred by the Lessor in effecting such disposal, secondly in reduction of any amount due under this Lease by the Lessee to the Lessor with the balance, if any, being paid to the Lessee.

**27.3** Where the lease terminates through the effluxion of time, the Lessor may require the Lessee to remove the whole or some of its Building

**27.4** Where improvements are of value to the Lessor (as determined in its sole discretion), the Lessor may pay the Lessee the value of the improvements as determined by an independent valuation and as agreed by the Lessor.

**SIGNED** by the Lessor )

**THAMES-COROMANDEL** )

**DISTRICT COUNCIL**  )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A L Lawrie - Chief Executive

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Occupation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED** by the Lessee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signatory Authorised signatory

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness to both signatures

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation of witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of witness

**FIRST SCHEDULE**

|  |  |
| --- | --- |
| **Lessor:** | **THAMES-COROMANDEL DISTRICT COUNCIL** |
| **Lessee:** |  |
| **Description of Premises:** | Area H (*insert)* as outlined on the Hangar Development Site Layout in the Fourth Schedule of this Lease, located at 395 Ngati Maru Highway, Thames being part of Part Section 9 Block VII Thames Survey District |
| **Initial Term:** | 20 Years from the Commencement Date |
| **Right(s) of renewal :** | 1 term of 14 years 364 days |
| **Commencement Date:** | The date determined under Clause 29 (i) of the third schedule |
| **Initial Expiry Date:** |  |
| **Final Expiry Date (if all Renewals exercised):** |  |
| **Annual Rent:** | $7,072.50plus GST (hangars H1-H6)  $1938.00 plus GST (hangars H7-H8) *whichever applies* |
| **Rent Payment Dates:** | By equal monthly instalments in advance the first of these instalments is due on the Commencement Date and then on the first day of each month during the Term |
| **Rent Review Date(s):** | 5 yearly from the Commencement Date under clause 4 and under clause 2.3 on Renewal |
| **Permitted Use:** | Construction and use of a hangar for the use, protection and maintenance of aircraft |
| **Public Risk Insurance:** | $1,000,000.00 |
| **Default Interest Rate:** | 15% per annum |

**SECOND SCHEDULE**

**Outgoings**

* + - 1. Local Authority Rates

**THIRD SCHEDULE**

**Further terms**

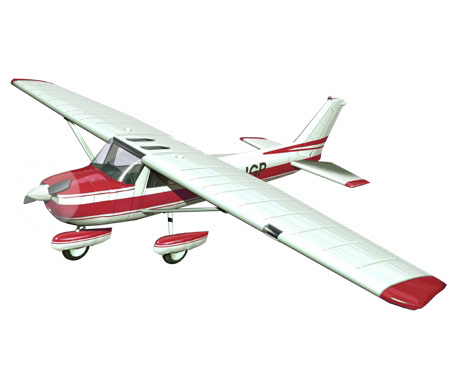
**28**. The Lessor agrees that the lease terms contained in this lease should be no less favourable than terms offered to other lessee’s of stage one hangar sites and accordingly the Lessor agrees that if more favourable terms are offered, the same offer shall be made to the Lessee and any changes recorded by way of Deed of Variation of Lease.

**29 (i)** It is a condition precedent to commencement of this lease that the Lessee secures a contract to build a hanger compliant with the Design Guidelines and consents to build same on terms acceptable to Lessee.

**(ii)** The Lessee must confirm if this condition precedent is satisfied within five months of the date that this Deed of Lease is executed. The Commencement Date of this lease is the date that the Lessee confirms in writing to the Lessor the satisfaction of conditions precedent in Clause 29(i) of the Third Schedule

**(iii)** If the Lessee does not provide notice that this condition precedent is satisfied (or waived) within five months of execution of this Deed of Lease, this agreement will terminate without further notice.

**30** The Lessor acknowledges that the Lessee may choose to partition its Tee Hangar( sites H1-H6) in to one to four separate spaces each capable of being sublet or casually let.



**FOURTH SCHEDUL****E**

*Sir Keith Park Memorial Thames Airfield*

Hangar Development

Stage One

October 2022

***tcdc.govt.nz/thamesairfieldhangars***

**Contents**

**1. Introduction**

**2. Related Documents**

**3. Hangar Development Site Layout (H1 to H8) - Stage One**

**4. Hangar Design and Colours**

**5. Hangar Apron, Landscaping and Car Parking**

**6. Other Structures**

**Thames-Coromandel District Council**

**Thames Airfield - Sir Keith Park Memorial Airfield**

Introduction

The Thames Airfield was named in honour of former Thames resident Air Chief Marshal Sir Keith Park, Commander of 11 Group Fighter Command during the Battle of Britain.

Sir Keith Park Memorial Airfield is situated on the western side of the Coromandel Peninsula within the Thames Community Board ward of the Thames-Coromandel District.

The airfield lies just to the south of Thames township on the Ngati Maru Highway. It is bordered by the Waihou River on its western flank, and State Highway 25 to the east (Ngati Maru Highway), Rhodes Park and a rugby field to the north and oxidation ponds to the south.

The airfield is owned by the Thames-Coromandel District Council and operates on the periphery of Thames township, and near rural zones with farming in the larger surrounding areas.

The airfield has some commercial activity and is one of several small airfields on the Coromandel Peninsula servicing the needs of the general aviation community throughout the region.

With growth in all forms of aviation and a corresponding growth need for more aircraft storage of all types, Council has implemented development plans as referenced in the Thames Airfield Master Plan.

Related Documents

A number of strategic documents form part of the process that the hangar development must comply with. These need to be read in conjunction with this document and are considered part of the overall design specification:

1. *Thames Airfield Master Plan:* this strategic document safeguards the future opportunity of the airfield for all activities. Infrastructure, hangars, land and development plans are discussed in detail. (Attachment A - Pages 7 to 40)
2. *Thames-Coromandel District Plan:* the District Plan is the tool that all building developments must comply with. This also governs the type of activity that can be carried out at the Thames Airfield in association with the Airfield Designation.
3. *Thames Airfield Designation:* the Designation details what is allowed to occur on the Airfield. (Attachment B - Pages 41 to 58)
4. *Building Act:* all buildings must comply with the Building Act.
5. *Tonkin & Taylor Thames Aerodrome Development Pre-feasibility Study Site 3: Aerodrome North*
6. *CAA Regulations:* as referenced in the Thames Airfield Master Plan and Designation.
7. *Outline Plan:* this satisfies the requirements of the Reserve Management Act regarding the Designation and must be submitted prior to any building consent. Refer to the Definitions in the Deed of Lease.
8. *Deed of Lease:* For ground rental only. *(*Attachment D - Pages 63 to 84)

Hangar Development Site Layout (H1 to H8) - Stage One



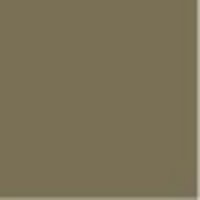
Hangar Design and Colours

**Design**

* Alpine Buildings ‘Gable Shed’ design, or similar approved. Refer website [www.alpinebuildings.co.nz](http://www.alpinebuildings.co.nz)
* Note- alternative foundation design will be considered however all other design guidelines and colours must be met
* Tee hangars (Comprising four conjoined hangars-H1-H6) (four planes per hangar site) suitable to house aircraft up to four Cessna 172 size aircraft and similarly H7-H8 to house a single Cessna 172 size aircraft
* Must be new Colorsteel construction (no relocated buildings)
* Aluminium window joinery in colour Titiana (if any)

**Colours**

* The body of the building and entry door will be Colorsteel: Lichen



* The main hangar door, roof and trim will be Colorsteel: Titania



* Hangar number will be on the entry door and will be Colorsteel - Titania. Dimensions – height 30cm, width 9cm. Font - Arial*.* (Note -no other signage permitted on exterior of hangar)

Hangar Apron, Landscaping and Car Parking

**Hangar Apron**

* The concrete apron is part of the ground lease footprint 943m2, and must be installed as part of the overall hangar construction.
* Must be engineered to withstand 757kgs (the weight of a Cessna 172)
* The aprons for sites H7 and H8 must be installed as part of the hangar construction -an allowance of 52m2 has been made in the lease for the apron.

**Landscaping**

* Grass only (no trees, shrubs or other plants) that will be mowed as part of the Thames-Coromandel District Council service contract and on charged to owner/tenant of the hangar

**Car parking**

* On apron area and between the hangars only

Other structures

* A temporary shed is allowed on the site during construction of the hangars. (Note the shed must be removed immediately upon completion of construction)
* The site establishment area location to be agreed with Council