

# Invercargill City Council

## LEASE OF RECREATION RESERVES FOR GRAZING

### (Section 73 of the Reserves Act 1977)

**INVERCARGILL CITY COUNCIL** ("the Lessor") being registered as proprietor of an estate in fee simple as a reserve for recreation purposes (Reserves Act 1977) subject however to such encumbrances, liens and interests notified by memorandum under-written or endorsed on the Title to the land, in the piece of land situated at [as per the tender document], Invercargill containing [as per the tender document]m<sup>2</sup> more or less being those parts of Land shown marked in red on the diagram(s) annexed hereto ("the land").

**THIS DEED WITNESSETH** that in consideration of the rent reserved and the covenants and conditions on the part of the Lessee expressed and implied the Lessor

#### **LEASES to**

("the Lessee") all the above-described land to be held by the Lessee as tenant for the term of [as per the tender document] years ("the term") commencing on 1 September 2020 at the yearly rental for the first year of [rental in words] (\$.....) payable annually in advance on the first day of the month of September in each and every year during the term and so that the rent shall always be paid in advance subject to the following covenants and restrictions:

1. The Lessee shall pay to the Lessor, or other authority for the time being having charge of the land, the rent payable together with Goods and Services Tax at the time and in the manner provided free of exchange and all other deductions and shall also pay and discharge all rates, assessments, charges, liens, impositions, taxes or other charges now or to become payable in advance for or in respect of the land or any part or parts of the land.
2. The Lessee shall use the land solely for the purpose of grazing and if at any time the Lessor is of the opinion that the land is not being used or is not being sufficiently used for such purpose the Lessor, after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the land, may terminate the Lease on such terms as the Lessor approves.
3. The Lessee will not assign, transfer, mortgage or part with possession of the land or any part or parts of the land or any building upon the land without the prior written consent of the Lessor **PROVIDED ALWAYS** that upon any application by the Lessee

for the consent of the Lessor to any proposed assignment or subletting of the whole or any part of the said land the Lessor shall at all times have the right to refuse any such consent without being required to assign any reason for any such refusal.

4. The Lessee shall at all times during the term of this Lease and to the satisfaction of the Lessor take effective steps to eradicate and keep the said land free and clear of noxious weeds or plants and shall duly and fully comply with all the provisions of the Biosecurity Act 1993 or any amendments and shall free and keep free the land from rabbits and other noxious vermin without being entitled to any compensation or to any proportion of expenses in respect thereof.
5. The Lessee shall at all times during the term keep all buildings, enclosures and other improvements now erected or made on the land or on the boundaries of the land in good repair, order and condition and will not without the prior written consent of the Lessor pull down or remove such improvement or any part or parts of such improvements.
6. The Lessee shall keep all fences, gates, ditches, drains, bridges, watercourses, culverts and outfalls on the said land or on any boundary thereof in good and substantial order, repair and condition and also as to ditches, drains, bridges, watercourses, culverts and outfalls shall keep the same thoroughly cleansed to the lowest possible level at least once in every year.
7. The Lessee will throughout the said term farm and manage the said land in a good and husbandlike manner and will not suffer the same to become exhausted or impoverished by over-stocking or otherwise but will at all times keep the same in good heart and condition **AND** the Lessee shall not use the said land other than for grazing nor will the Lessee construct any building on the said land without the prior written consent of the Lessor first had and obtained.
8. The Lessee shall submit to the Lessor for approval a topdressing schedule for the said land which schedule shall include the type of fertiliser and rate of application, such schedule to be submitted to the Lessor on or before the 1st day of November in each and every year.
9. The Lessee shall permit any person or persons appointed by the Lessor to inspect the land and all fences, buildings, erections and installations situated on the land and the Lessee will within a reasonable time remedy any defect of which written notice shall be given.
10. The Lessee shall not remove any soil or spoil from the said land or cut fell or injure any bush or tree on the said land.

11. **THE** Lessee shall not damage or destroy any natural scenic historic cultural archaeological biological geological or other scientific features or indigenous flora or fauna on the said land.
12. The Lessee shall comply with all By-laws and Codes of Ordinance and all health requirements of the relevant local authorities.
13. The Lessee will not dispose of any rubbish on the land and will not permit fires to be lighted except under such conditions as may be determined by the Lessor and will use its best endeavours to avoid the risk of fire and to prevent grass and other fires on the land.
14. The Lessee will insure all buildings and structures on the land within the meaning ascribed to those words in the Fourth Schedule to the Land Transfer Act 1952 and will produce to the Lessor on demand the receipt or receipts for the annual or other premiums payable on account and the policy or policies and all moneys received pursuant to any such insurance shall be expended in or towards the repair, reinstatement and re-erection of buildings or structures on the land **PROVIDED HOWEVER** if the Lessor determines that such destroyed or damaged buildings are not to be repaired, reinstated or re-erected the Lessee shall forthwith remove the damaged or destroyed building or buildings or the remains of the buildings and shall forthwith restore the area to the satisfaction of the Lessor and in such event the cost of removing damaged or destroyed buildings and restoring the area shall be paid from the proceeds of the insurance and the balance shall be paid to the Lessee or other persons entitled to the proceeds if any.

**AND IT IS** agreed and declared by and between the Lessor and the Lessee as follows:

15. The Lessee shall have no right to a renewal of this Lease.
16. The Lessee shall have no right of acquiring or purchasing the fee simple of the land.
17. If:
  - (a) The rent reserved or any part of the rent shall be in arrears or unpaid on any day on which the same ought to be paid ("due date") and shall remain unpaid for twenty one (21) days from the due date whether the same shall be lawfully demanded or not, or
  - (b) Default is made by the Lessee in the full and faithful performance and observance of any of the covenants, conditions and restrictions contained in this Lease,

Then in any such case it shall be lawful for the Lessor forthwith without suit, notice or demand to enter into and upon the land or any part in the name of the whole and determine this Lease and the land shall then immediately revert to the Lessor but without discharging the Lessee from liability for rent due or occurring due or from any previous breach of the covenants conditions or restrictions contained or implied in this Lease and the Lessee shall not be entitled to compensation for any improvements effected by the Lessee on the land but on such termination the Lessee may with the consent of the Lessor in its absolute discretion remove within such time as the Lessor shall determine such improvements as were effected by the Lessee and shall leave the land in a clean and tidy state to the satisfaction of the Lessor.

18. Should the land (or any part of it) be required for purposes other than for those under Clause 2 of this Lease the Lessor shall give the Lessee not less than three (3) months notice in writing to quit the land and this Lease shall cease as from that date.
19. On the expiry of this Lease or on the Lessee surrendering this Lease the Lessee shall not be entitled to compensation for any improvements effected by the Lessee on the land but on such expiry the Lessee may with the consent of the Lessor remove within such time as the Lessor shall determine such improvements as were effected by the Lessee and shall leave the land in a clean and tidy state to the satisfaction of the Lessor **PROVIDED HOWEVER** should the Lessor consider such improvements to be of value to the Lessor the Lessor may acquire the same on paying to the Lessee the value of such improvements as determined by way of valuation.
20. These presents are intended to take effect as a lease under Section 73 of the Reserves Act 1977 and the provisions of the Act and any regulations made under the Act applicable to such Lease shall be binding in all respects upon the parties in the same manner as if such provisions had been fully set out in this Lease.
21. In the case of any difference or dispute arising as to any clause, matter or thing contained or implied or as to the construction or arising in any way in respect of this Lease and unless the particular decision should be arrived at by the Minister of Conservation in accordance with the Reserves Act 1977 such difference or dispute shall be referred to the arbitration of two independent persons one to be chosen by the Lessor and the other to be chosen by the Lessee and an umpire to be chosen by the arbitrators before entering upon the consideration of the matters submitted and every such reference shall be deemed a submission to arbitration within the meaning of the Arbitration Act 1996 or any Act in substitution and shall be conducted and take effect accordingly except only in so far as the provisions of the Act are hereby expressly modified in this Lease.
22. The foregoing clauses notwithstanding, conditions described in the attached schedule shall apply.

