

COUNTERPART

H. 15A (B)

**This Deed** made the *fifteenth* day of *May* 1982  
one thousand nine hundred and ~~seventy-seven~~ *eight* BETWEEN HER MAJESTY THE QUEEN  
(who and whose successors and assigns are hereinafter referred to as and included in the term "the Lessor")  
of the one part and **J.B. WARE & SONS LIMITED** a duly incorporated :::::  
company having its registered office at Longburn ::::::::::::::

(which with its successors and permitted assigns is unless the context requires a  
~~(who and whose executors administrators and permitted assigns are~~  
different construction hereinafter referred to as and included in the term "the Lessee ") of the other part  
WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants and conditions  
herein contained expressed or implied and on the part of the Lessee to be respectively paid observed and  
performed THE LESSOR doth hereby demise and lease unto the Lessee the land described in the first  
Schedule hereto and delineated on the plan **attached hereto** and thereon bordered  
red To HOLD unto the Lessee

for the term of one (1) year from and inclusive of the **first** day of **September**  
one thousand nine hundred and **seventy-seven** unless sooner determined under the provisions  
hereinafter contained and so on from year to year unless or until determined under any of the said  
provisions YIELDING AND PAYING therefor yearly and every year during the said term the annual rent of  
**one thousand dollars (\$1000.00)**

without any deductions or abatements on any account whatever; such rent to be paid yearly in advance on  
the **first** day of **September** in each and every year the first  
of such payments ~~having been made the next~~ to become due on the **first** day of  
**September 1977** AND in consideration of the premises the Lessee doth hereby covenant

with the Lessor as follows:

1. THAT THE LESSEE will pay the rent hereby reserved in manner hereinbefore appointed without any deductions whatsoever.
2. THAT THE LESSEE will from time to time and at all times during the currency of this demise bear pay and discharge all rates taxes and assessments which are now or may at any time hereafter be assessed charged or imposed upon the land hereby demised or on the owner or occupier in respect thereof.
3. THAT THE LESSEE will not assign charge underlet or otherwise part with the possession of the land hereby demised or any part thereof without the consent in writing of the General Manager of Railways such consent to be first had and obtained by application to the District Railway Engineer.
4. THAT THE LESSEE will not use or permit to be used the land hereby demised or any part thereof or any building or structure erected thereon otherwise than for the purposes and as specified in the Second Schedule hereto.
5. THAT THE LESSEE will before erecting on the land hereby demised any buildings or structures submit plans of same for the approval of the said Engineer and all such buildings and structures when erected shall be maintained in good order and condition and the premises kept clean and tidy to the entire satisfaction of the said Engineer.
6. THAT all buildings or structures erected on the land hereby demised shall be erected in strict accordance with the building bylaws and regulations of the local authority having control in the district where the demised land is situated and the general law for the time being in force.
7. THAT THE LESSEE will throughout the said term keep and maintain in good order and condition all fences ditches drains and other improvements now on the land hereby demised and will yield and deliver up the same in the like good order and condition at the end or sooner determination of the term hereby granted.
8. THAT THE LESSEE will at all times during the continuance of the said term keep the land hereby demised clean and free from gorse brier broom and noxious weeds.

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9. THAT THE LESSEE will not conduct or carry on or allow to be conducted or carried on any offensive trade occupation or calling upon the land hereby demised.

\* 10. ~~THAT THE LESSEE will not at any time post paint or otherwise affix or allow to be posted painted or otherwise affixed any advertisement on any part of the outside of any building structure or other erection on the land hereby demised PROVIDED that nothing herein contained shall apply to advertisements referring to the business carried on by the Lessee on the said land.~~

11. THAT in the event of any fire damaging or destroying any buildings erections machinery materials animals or any other chattels or fixtures whatsoever in or on the land hereby demised the Lessee or any one claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from the Lessor the Minister of Railways the General Manager of Railways or the Government of New Zealand notwithstanding that such fire may have been directly caused by sparks from any Government railway engine.

12. THAT THE LESSEE will before the determination of the term hereby granted remove from the land hereby demised any machinery buildings or structures which the Lessee may have erected or purchased on the said land and all goods or property thereon or therein and shall and will at the end or sooner determination of the term hereby granted leave such land in good order and condition.

13. THAT except with the written consent of the General Manager of Railways all goods whatsoever required by the Lessee in connection with the Lessee's business on the land hereby demised and all goods dispatched by the Lessee from the said land shall be carried by rail to or from the nearest available railway station or siding PROVIDED that nothing in this clause shall apply to any goods consigned to or forwarded by the Lessee from or to any place within thirty (30) road miles of the land hereby demised:

14. THAT access to the land hereby demised shall be gained only ::  
by way of the adjoining privately owned land and nothing herein ::  
contained shall confer upon the Lessee the right to obtain access ::  
to the land by way of the adjoining railway land or by crossing ::  
the railway line AND the responsibility for obtaining any ::  
necessary permission from the adjoining owner for the time being ::  
shall rest with the Lessee who shall produce it to the said ::  
Engineer when required.

\* 10. THAT the Lessee will not at any time post upon or otherwise ::  
affix or allow to be posted upon or otherwise affixed any notice ::  
advertisement or sign (whether illuminated or not) on any part of ::  
the outside or roof of any building structure or other erection on ::  
the land hereby demised PROVIDED that nothing herein contained ::  
shall apply to any notice advertisement or sign referring to the ::  
business carried on by the Lessee on the said land.

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PROVIDED ALWAYS that the Lessor or the Lessee may at any time determine this demise by either giving to the other three (3) calendar months' notice in writing and on the expiration of such notice the tenancy hereby created shall absolutely cease and determine.

AND IT IS HEREBY AGREED that the Lessor reserves the right to maintain all existing drainage-pipes or other drainage works and to erect construct and maintain telegraph telephone and/or electric power lines TOGETHER WITH any necessary supports therefor on the land hereby demised and for the General Manager of Railways and all officers workmen and others by his direction to enter on the said land at all reasonable times for the purpose of such erection construction or maintenance and the Lessee shall have no claim against the Lessor the Minister of Railways the General Manager of Railways or the Government of New Zealand on account of the existence of such drainage-pipes works lines or the supports therefor or by reason of any defect arising therein or of any nuisance created thereby. PROVIDED that nothing herein contained shall release the Lessee from the liability imposed by clause 7 hereof to keep and maintain in good order and condition all ditches and drains on such land.

PROVIDED always that if the rent hereby reserved or any part thereof is in arrear for seven days whether the same shall have been legally or formally demanded or not or if the Lessee shall for the like period fail to observe any of the covenants and conditions on the part of the Lessee herein contained expressed or implied the General Manager of Railways or any person authorised by him may in any of such cases in the name and on behalf of the Lessor (and irrespective of and without prejudice to the Lessor's other remedies by distress and levy) enter into or upon any part of the hereby demised premises in the name of the whole and thereupon this demise shall be absolutely determined but such re-entry shall not release the Lessee from payment of any rent then in arrear or liability for any covenant or condition broken.

\*\* 15. THAT the Lessee will at the cost of the Lessee at any time when directed by the Lessor in writing so to do erect and maintain on the boundaries of the land hereby demised or on such boundaries as the Lessor directs a good substantial fence of a standard specified by the Lessor or if in the opinion of the said Engineer any existing fences on any such boundaries require to be re-erected at any time to re-erect and maintain any such existing fences on such boundaries to such a standard as the Lessor shall direct and such fence (or fences) shall be erected or re-erected within six (6) calendar months after receipt of such direction from the Lessor and the Lessee will yield and deliver up the same in the like good order and condition at the end or sooner determination of the term hereby granted.

16. THAT the Lessee will save harmless and keep fully indemnified the Lessor the Minister of Railways the General Manager of Railways and the Government of New Zealand from and against all damage to railway property and from and against all claims costs petitions suits actions and demands whatsoever which may be made for or on account of any accident or injury to any person or for damage to any property arising out of or caused or contributed to either directly or indirectly by the use or existence of the Lessee's works on railway land and anything connected therewith or by any defect in the construction or maintenance of the said works.

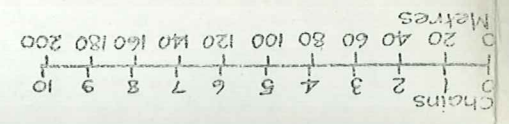
17. THAT the Lessor reserves to the officers servants workmen and agents of the New Zealand Government Railways Department and the Manawatu Catchment Board the right to enter at all times on the land hereby demised with or without plant and materials and to inspect construct or maintain any works which the aforesaid officers consider necessary for river protection or the protection of the railway from damage by Manawatu River or to make excavations or embankments for river protection or the protection of the railway as aforesaid or to erect any buildings or other structures necessary for the convenient carrying out such works and the Lessee shall not be entitled to any compensation on account of any damage suffered or inconvenience caused by the exercise of the rights reserved herein PROVIDED provisions contained herein shall extend to any work relating to the adjoining railway bridge.

PROVIDED ALWAYS and it is hereby agreed and declared

18. THAT should the said Engineer so decide that the Lessee's operations on the land hereby demised damage or could be expected to cause damage to railway property the Lessor may determine this demise at any time without payment of compensation.

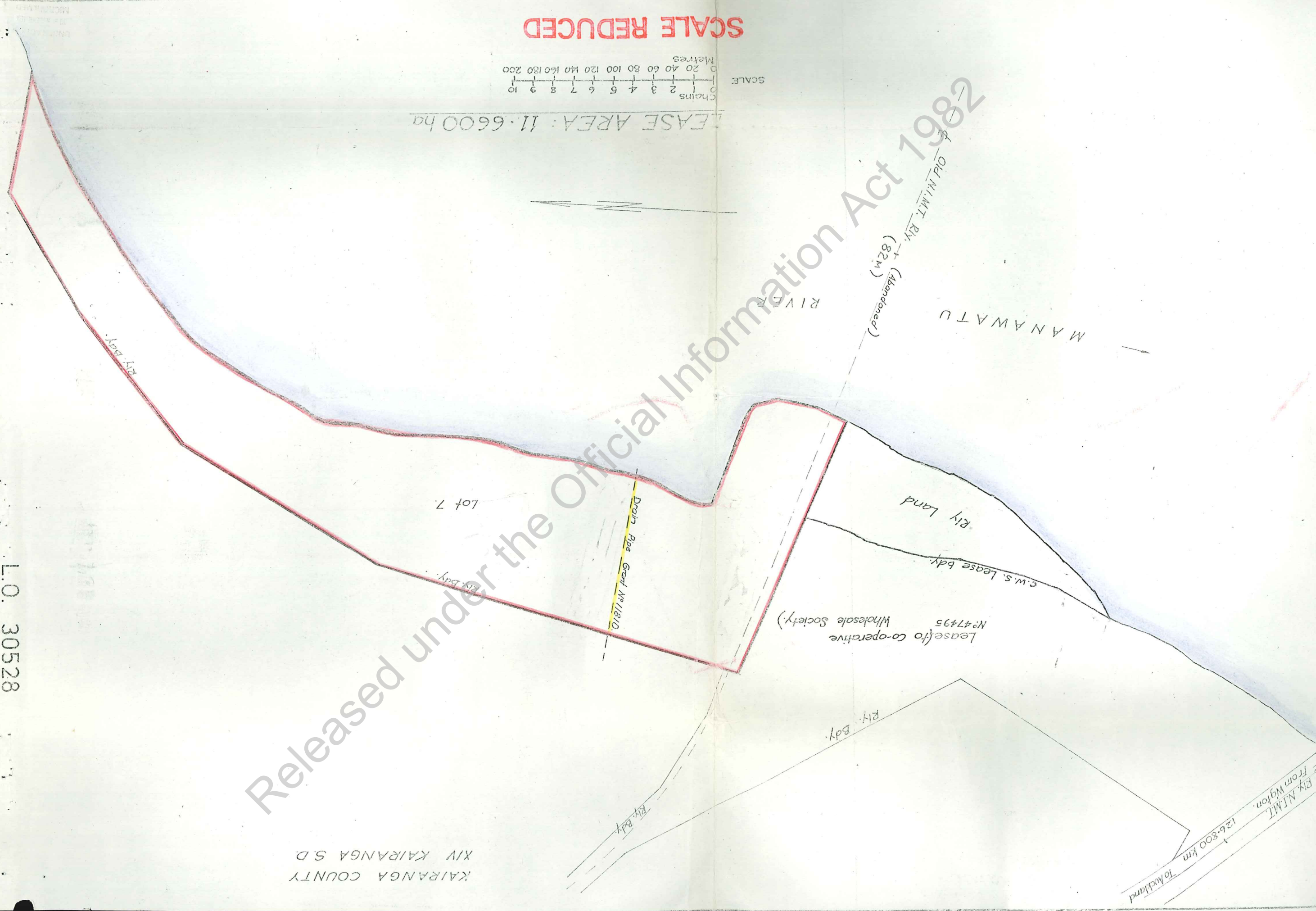
APPROVED	3/6	DM BM 776	AREA	APPOINTMENTS
SCALE	1:2376	DM BM 776	AREA	APPOINTMENTS
NO	34009	DM BM 776	AREA	APPOINTMENTS
DATE	L.O. 30528	DM BM 776	AREA	APPOINTMENTS
SCALE	1:2376	DM BM 776	AREA	APPOINTMENTS
NO	34009	DM BM 776	AREA	APPOINTMENTS
DATE	L.O. 30528	DM BM 776	AREA	APPOINTMENTS

SCALE REDUCED



LEASE AREA: 11.6600 ha

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KAIRANGA COUNTY  
XIV KAIRANGA S.D.

L.O. 30528

L.O. 30528

AND it is hereby declared that in the construction of these presents when any notice is to be given it shall be sufficient in cases where the notice is to be given by the Lessor or the General Manager of Railways on behalf of the Lessor that such notice be signed by some person acting under the express or implied authority of the said General Manager and be either left on the premises hereby demised or sent by post or telegram addressed to the Lessee at the then or last known office or place of business of the Lessee and it is hereby further declared that no covenants whatever shall be implied herein on the part of the Lessor AND ALSO that all powers and remedies herein contained or implied in favour of the Lessor may be exercised by the Minister of Railways or the General Manager of Railways.

IN WITNESS WHEREOF the Railway Land Officer in exercise of the power in this behalf duly delegated to him by the General Manager of Railways pursuant to section 7 of the Government Railways Act 1949 (as inserted by section 12 of the Government Railways Amendment Act 1956) and acting for and on behalf of the Lessor hath executed these presents and the Lessee hath \_\_\_\_\_ the day and year first hereinbefore written. affixed its seal

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT parcel of land containing eleven decimal six six zero zero hectares (11.6600 ha) more or less as the same is delineated on the plan attached hereto bordered red being portion of : : : : : on the plan attached near Longburn on the 127th kilometre of the railway land situated near Longburn and being Lot 7 on a plan marked: North Island Main Trunk Railway and being Lot 7 on a plan marked: L.O.30528 deposited in the office of the Minister of Railways : : : SUBJECT HOWEVER to the right to lay use and maintain a pipe over the said land in position as approximately shown on the attached plan such right being held under Deed of Grant No.11810.

SECOND SCHEDULE ABOVE REFERRED TO

AS a site for a metal crushing and screening plant and for : : : : : access purposes.

SIGNED BY VERNON RICHARD ROSS  
LAWRENCE STUART HARDING

Acting Land Officer of the New Zealand Government  
Railways Department in the presence of:

Witness: L. J. Davies  
Occupation: Railway Officer  
Address: Mellington

THE COMMON SEAL of J. B. WARE & SONS LIMITED was hereunto affixed in the presence of :-



C. F. Thompson  
Shawani C.R.D.  
Palmerston Nth.

RLL.

COUNTERPART

H. 15A

B

Dated

15<sup>th</sup> May

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*Her Majesty the Queen*

TO

J.B. WARE & SONS LIMITED

LEASE of portion of  
railway land near Longburn.

FILE NO. L.O. 25360

RAILWAY LEASE

No. 47965

Lease Noted on Plans

71.276

22/5/78

2 km N.I.M.T. (237)

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