

L.O.25360

THIS DEED made the <sup>15<sup>th</sup></sup> day of July one thousand nine hundred and eighty-eight BETWEEN HER MAJESTY THE QUEEN acting by and through the NEW ZEALAND RAILWAYS CORPORATION a body corporate constituted under the New Zealand Railways Corporation Act 1981 (hereinafter with here successors and assigns referred to as "the Lessor") of the one part AND J B WARE AND SONS LIMITED a duly incorporated Company having its registered office at which with its successors and permitted assigns is unless the context requires a different construction hereinafter referred to as "the Lessee") of the other part.

WHEREAS under and by virtue of a certain Deed of Lease bearing date the fifteenth day of May one thousand nine hundred and seventy eight and recorded in the office of the New Zealand Railways Corporation at Wellington as Number 47965 (hereinafter referred to as "the said Lease") the Lessor demised and leased unto the Lessee ALL that parcel of land containing an area of eleven decimal six six hectares (11.66ha) more or less being portion of railway land situated at near Longburn as the said parcel of land is more particularly described in the said Lease subject to the right to lay maintain and use a pipe over the said land at the rental and upon the terms covenants and conditions contained expressed and implied in the said Lease.

AND WHEREAS the term of the said Lease expired on the thirtieth day of September one thousand nine hundred and eighty seven.

AND WHEREAS it has been agreed by and between the parties hereto that the term of the said Lease shall be extended as hereinafter set out.

NOW THIS DEED WITNESSETH that as on and from the first day of September one thousand nine hundred and eighty seven the term of the said Lease shall be extended for five (5) years subject to the payment of a yearly rent of three thousand dollars (\$3000.00) such payment to be made on the same days and in the same manner as are expressed in the said Lease the first payment to be made on the first day of September one thousand nine hundred and eighty seven and subject to and with the benefit of such Lessee's and Lessor's covenants provisos and conditions in all respects including the proviso for re-entry as

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are contained in the said Lease and the Lessor and Lessee hereby covenant with each other that each will respectively perform and observe the covenants and stipulations contained in the said Lease as if the same had been repeated herein in full with such modifications only as are necessary to make them applicable to this demise. SAVE AND EXCEPT the following clause shall be deemed to be included in the said lease.

THAT upon the Lessee faithfully observing and performing throughout the term hereby granted all the terms covenants and conditions herein contained expressed or implied and on the part of the Lessee to be paid observed and performed the Lessee shall on giving notice in writing to the General Manager of Railways at least six (6) calendar months prior to the expiration of the said term AND PROVIDING the said land be not required for railway purposes have the right to a renewal of the written lease for a further term of five year(s) upon the same terms and conditions as are herein contained expressed or implied EXCEPTING this present covenant for renewal PROVIDED THAT the rental payable for such renewed term shall be assessed by a valuation of the fair annual ground rent of the land hereby demised which revelation shall be made by a person whom the Lessor reasonably believes to be competent to make the said valuation which valuation in default of a mutual agreement between the parties hereto shall be the subject of the arbitration of two arbitrators one appointed by each party hereto and their umpire in manner provided for by the Arbitration Act 1908 and statutory modification or re-enactment thereof and to that end these presents shall be deemed to be a submission to arbitration in accordance with the said Arbitration Act 1908.

IN WITNESS WHEREOF the Railway Land Officer in exercise of the power in this behalf pursuant to Section 10(3) of the New Zealand Railways Corporation Act 1981 acting for and on behalf of the Lessor hath executed these presents and the Lessee hath hereunto affixed its seal the day and year first hereinbefore written.



SIGNED by BRIAN LEONARD HOWMAN )  
Manager Group Services New Zealand )  
Railways Corporation in the )  
presence of:- )



Witness: 

Occupation: Railway Officer

Address: Wellington

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



Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

  


Released under the Official Information Act 1982