

16039

IN THE MATTER of a LEASE

BETWEEN the IHUMATAO WHARE KAUMATUA TRUST

AND

BETWEEN

HER MAJESTY THE QUEEN acting
for and on behalf of the
BOARD OF MAORI AFFAIRS

MEMORANDUM OF LEASE

Released under the Official Information Act 1982

DEPARTMENT OF MAORI AFFAIRS
PRIVATE BAG
MANUKAU CITY

MEMORANDUM OF LEASE

WHEREAS

The IHMATAO WHARE KAUMATUA TRUST a body corporate under the Maori Affairs Act 1953 (hereinafter called "the Lessor") is the Registered Proprietor and Trustee of the Maori freehold land more particularly described in the First Schedule hereto (the same being hereinafter referred to as "the said land") subject to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed thereon.

AND WHEREAS the Lessor desires that HER MAJESTY THE QUEEN acting by and through the BOARD OF MAORI AFFAIRS (hereinafter referred to as "the Lessee") shall erect and establish buildings and amenities (hereinafter called "Kaumatua Flats") on the said land

AND WHEREAS the Lessor and Lessee have agreed that the object of this lease to provide accommodation for elderly Maori people will be best attained by the Lessor leasing the said land to the Lessee as provided hereunder:

- 1 The term of the lease shall be for 42 years commencing or deemed to have commenced on the 4th day of August 1987-2029
- 2 The Lessee will pay annual rent of ten cents and shall be payable upon demand.
- 3 The Lessee will indemnify the Lessor against the payment of any rates and other charges levied or assessed in the said land PROVIDED THAT the Lessor shall be responsible for all and indemnify the Lessee against the payment of any rates or other charges levied or assessed on the said land prior to the commencement of the term hereby created.
- 4 The Lessee will use the said land for Kaumatua Flats and will not at any time without the written consent of the Lessor use or permit the whole or any part of the said land to be used for any other use.

The Lessors consent shall not be unreasonably or arbitrarily withheld in respect of any proposed use. To provide for the use administration and management of the Kaumatua Flats the Lessee may enter into tenancy agreements with the Kaumatua. The consent of the Lessor to such tenancy is not required.

- 5 The Lessee will not assign sub-lease or part with the possession of the said land or any part thereof without the consent in writing of the Lessor first hand and obtained provided such consent is not unreasonably or arbitrarily withheld.
- 6 The Lessee will at all times during the said term repair and keep and maintain in good and substantial repair all buildings and every description of improvements now or hereafter standing or being upon the said land (destruction by fire lightning earthquake tempest or inevitable accident or fair wear and tear alone excepted).
- 7 If a Kaumatua Flat or any portion of a flat shall be destroyed or so damaged the Lessee shall forthwith determine whether it is practical or worthwhile for the Lessee to restore and reinstate the Kaumatua Flat or such part thereof.
- 8 The Lessee paying the rent hereby reserved and performing all the covenants and conditions on his part herein expressed or implied shall quietly hold and enjoy the demised premises throughout the said term without any interruption by the Lessor or any person lawfully claiming under him.
- 9 Upon expiry of the term or the sooner determination as agreed between the parties the land together with all improvements shall revert to the Lessor without compensation payable to the Lessee for improvements or otherwise.

ALL THAT parcel of land containing 4655 square metres more or less being Lots 196 and 197C Section Parish of Manurewa and being all the land described in Certificate of Title 16B/875 North Auckland Registry.

DATED this 4th day of August 1987

SIGNED for and on behalf of the
IHUMATAO WHARE KAUMATUA TRUST)
pursuant to a resolution of the
Board by the following members:)

[s 9(2)(a)]

[s 9(2)(a)]
Witness:
Witness:
Witness:
Witness:
Witness:
Witness:
Witness:
Witness:
Witness:
Witness:
Witness:

SIGNED by the Board of Maori Affairs) HER MAJESTY THE QUEEN by the Board
as Lessee by:) of Maori Affairs by:
_____) _____
acting for the Board of Maori) acting for the Board of Maori Affairs
Affairs pursuant to Section 10 of) pursuant to Section 10 of the Maori
the Maori Affairs Act 1953 in the) Affairs Act 1953.
presence of:)

[Handwritten signatures]
Smiter
Ruckow

tion Act 1982