



16 November 2017

Official Information Request No. 8140002056
(Please quote this in any correspondence)

Harrison

By email: fyi-request-6719-aa1da960@requests.fyi.org.nz

Dear Harrison

Local Government Official Information and Meetings Act 1987

Re: Waikaraka Park

I refer to your email, which we received on 18 October 2017, requesting information about the future of Waikaraka Park including the Speedway.

Waikaraka Park and cemetery is a 30 hectare, unclassified recreation reserve situated in Onehunga. The site consists of four main areas, speedway, sports fields, cemetery and the park extension on Captain Springs Road. There are multiple community leases in place for facilities in the Park. In August 2016, a Concept Plan for the sports field site was presented to the Maungakiekie-Tamaki Local Board following a consultation process. The board instead requested officers to look at a wider plan for the park which would include the speedway site.

At their meeting of 26 September 2017, the board considered that the need for a wider area plan is no longer required. They chose to adopt the Waikaraka Park Concept Plan previously developed, and requested officers to proceed with its implementation alongside the continued presence of speedway at Waikaraka Park. The concept plan is available online at the following link: http://infocouncil.aucklandcouncil.govt.nz/Open/2017/09/MT_20170926_M_AT_7452.PDF

The Local Board made this decision in anticipation of receiving a concept plan for speedway activity through a process led by speedway stakeholders and facilitated by Regional Facilities Auckland. This process is yet to be completed.

Please find attached the lease agreement and the renewal agreement for the land occupied by the Waikaraka Park Speedway.

Should you believe Auckland Council has not responded appropriately to your request, you have the right by way of complaint, under section 27(3) of the LGOIMA, to apply to the Ombudsmen to seek an investigation and review of the decision.

If you have any further queries please contact me on 09 301 0101 or rosie.judd@aucklandcouncil.govt.nz, quoting Official Information Request No. 8140001880.

Yours sincerely

Rosemary Judd
Privacy & LGOIMA Business Partner
Democracy Services

8140002056

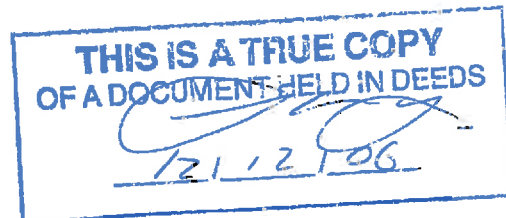
**RECREATION RESERVE LEASE FOR PREMISES AT
Waikaraka Park, Te Papapa**

between

AUCKLAND CITY COUNCIL

and

AUCKLAND STOCK AND SALOON CAR CLUB INCORPORATED



**Where the Tenant owns the building and other improvements
(excluding the Concrete Grandstand)**



AUCKLAND CITY

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M J *ASL*

Waikaraka Park, Te Papapa

del. 1/1/06

DEED OF LEASE dated the 5th day of December 2004⁶

BETWEEN AUCKLAND CITY COUNCIL ("Council")

A N D AUCKLAND STOCK AND SALOON CAR CLUB INCORPORATED ("Tenant")

BACKGROUND:

- A. Council has agreed to lease to the Tenant part of Waikaraka Park under the Local Government Act 2002.
- B. The Tenant owns the Buildings and other Improvements, excluding the Concrete Grandstand.

GRANT:

Council Leases to the Tenant and the Tenant accepts the Lease of the Premises for the Term, at the Rent and subject to the covenants, conditions, agreements, and restrictions in this Lease.

In witness of which the parties execute this Lease.

THE COMMON SEAL of AUCKLAND CITY COUNCIL is affixed in the presence of:

Bruce Huck
Deputy Mayor/~~Chairman/Chief Executive~~

M. Paddy
City Secretary/~~Committee Manager/Chief Executive~~



SIGNED by the Tenant (by affixing its common seal) in the presence of:

[Signature]
via President/Chairman

[Signature]
Secretary *Treasurer.*



[Handwritten signature]

REFERENCE SCHEDULE

PREMISES:	The land that is the part of the Reserve as shown marked red on the attached plan. The Tenant owns or will own the Building and Improvements situated or to be situated on that land, excluding the Concrete Grandstand marked blue on the attached plan.
RESERVE:	Waikaraka Park being all that parcel of land containing 8.67 acres more or less being part Lots 47 and 48 being part of Lots N44, N45, N46 and N61, also part Allotments 86 and 96, Certificate of Title 47A/1200 (North Auckland Registry)
TERM:	Five (5) years
COMMENCEMENT DATE:	24 September 2004
EXPIRY DATE:	23 September 2009
RENEWAL TERMS (IF ANY):	Two (2) further terms of five (5) years each
FINAL EXPIRY DATE:	23 September 2019
RENT:	\$10,000 per annum plus GST
RENT REVIEW DATES (IF ANY):	Yearly from the Commencement Date and/or in the event of a change in Council policy in accordance with clause 4.
REQUIRED USE:	Club managed motor sport and associated activities
MINIMUM PUBLIC RISK INSURANCE COVER:	\$2million



GENERAL PROVISIONS

1. INTERPRETATION

In this deed unless the context indicates otherwise:

1.1 Definitions:

"Act" means the Local Government Act 2002;

"Building" means any building on the land comprised in the Premises, whether owned by Council or the Tenant;

"Building Work" means work for or in connection with the construction, alteration, demolition or removal of a building or any fixtures or improvements and includes earthworks preparatory to or associated with that construction, alteration, demolition or removal and any work of a structural or retaining nature, and services associated with that work;

"Council" means Auckland City Council;

"Improvement" means any improvement on the land comprised in the Premises, and includes all pipes, drains, conduits and other connections for utilities that primarily serve the Premises, regardless of whether they are located within the Premises;

"Management Plan" means any Management Plan prepared under section 41 of the Act for the Reserve;

"Premises" means the premises defined in the Reference Schedule;

"Reserve" means the reserve named in the Reference Schedule; and

"Tenant" means original tenant set out on page 1.

1.2 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background;

1.3 **Gender:** words importing one gender will include the other genders; and

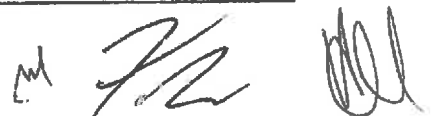
1.4 **Headings:** section, clause and other headings are for ease of reference only and will not affect this deed's interpretation;

1.5 **Negative Obligations:** any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;

1.6 **Parties:** references to parties are references to parties to this deed;

1.7 **Persons:** references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

1.8 **Plural and Singular:** words importing the singular number will include the plural and vice versa;



- 1.9 **Schedules:** the schedules to this deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this deed;
- 1.10 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this deed's sections, clauses and schedules;
- 1.11 **Statutes and Regulations:** references to any statutory provision will include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. TERM

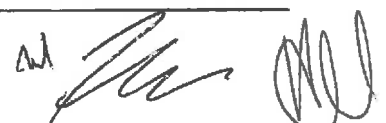
- 2.1 The Term of this Lease will commence on the Commencement Date and will end at 5pm on the Expiry Date.
- 2.2 Council will at the Tenant's cost grant the Tenant a Lease of the Premises for the Renewal Term as set out in the Reference Schedule, if all the following occur:
- 2.2.1 the Reference Schedule provides for a Renewal Term;
 - 2.2.2 the Tenant is not in breach of any of its obligations under this Lease, both at the time it gives its notice under the next sub-clause, and at the end of the Term, and has not breached its obligations during the Term;
 - 2.2.3 the Tenant has given to Council written notice that it wishes to renew the Lease not less than 3 months before the end of the Term; and
 - 2.2.4 in the opinion of Council there is sufficient need for the Required Use, and that the Premises or any part of them are not required for any other purpose in the public interest.

The new Lease will be on the same terms as set out in this Lease, except that:

- 2.2.5 its term plus any further rights of renewal will not extend beyond the Final Expiry Date stated in the Reference Schedule;
 - 2.2.6 the rent payable under the new lease will be the amount determined under clauses 4.1 and 4.2.
- 2.3 The Tenant will execute a Deed of Renewal, in the form normally used by Council's solicitor, if so requested by Council.
- 2.4 The Tenant may cancel this Lease on giving 3 months written notice to Council, but this will not release the Tenant from any of its outstanding obligations under this Lease up to the time of the cancellation.

3. RENT

- 3.1 The Tenant must pay the Rent to Council by equal annual instalments in advance. The first of these instalments is due on the Commencement Date. However, the Tenant will pay the rent by equal monthly instalments in advance on the first day of each month, if Council has reviewed the rent to the current market rent for the Premises.



- 3.2 The Tenant must not reduce any payment of rent by making any deduction from it or set off against it.

4. RENT REVIEW

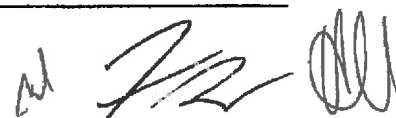
- 4.1 Council is entitled at its sole discretion to decide the policy from time to time as to the rent levels that will apply to space of the type that comprises the Premises. For example, those levels may vary according to the type of space, and the purpose for which the space is used.
- 4.2 The current market rent for the Premises will be decided in the following way, if Council decides that the rent for all or any part of the Premises is to be set or reviewed to the current market rent for that space, or to a proportion of the current market rent:
- 4.2.1 Not earlier than 3 months from a review date, Council can give written notice to the Tenant specifying the annual rent Council consider to be the current market rent for the Premises as at that review date.
- 4.2.2 The current market rent will be decided in accordance with clause 4.3, if the Tenant disputes that the proposed new annual rent is the current market rent by written notice to Council within 28 days after receiving Council's notice. However, the new rent will not be less than the annual rent payable during the period of 12 months immediately before the relevant review date.
- 4.2.3 The Tenant will be deemed to have accepted the annual rent specified in Council's notice, if the Tenant fails to give the notice under clause 4.2.2 within the time stated in that sub-clause (time being of the essence).
- 4.2.4 The current market rent so decided or accepted will be the annual rent from the:
- (a) review date, if before the Tenant exercises its right to a new lease from that review date under clause 2.2, Council has advised the Tenant at any time in writing of any change of policy under clause 4.1 from the policy that applied on the Commencement Date.;
- (b) next following review date, if clause 4.2.4 (a) does not apply.
- 4.2.5 Until the current market rent has been decided or accepted, the Tenant will pay the rent specified in Council's notice, as long as a certificate from a registered valuer substantiates the rent. Council will give the Tenant a copy of that certificate when it gives its notice under clause 4.2.1. Once the current market rent has been decided an appropriate adjustment will be made.
- 4.2.6 Either party may request the rent review to be recorded in a deed. The Tenant will pay the cost of the deed.
- 4.3 The parties will try to agree on the current market rent immediately after Council receives the Tenant's notice. The parties may determine the current

market rent in either of the following ways, if the parties do not agree within 14 days:

- 4.3.1 By one party giving written notice to the other requiring the current market rent to be decided by arbitration; or
- 4.3.2 If the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:
- (a) Each party will appoint a valuer. They will give written notice of the appointment to the other party within 14 days of the parties agreeing to decide the current market rent in this way;
 - (b) If the party receiving a notice does not appoint a valuer within the 14-day period, then the valuer appointed by the other party will decide the current market rent. The valuer's decision will be binding on both parties;
 - (c) As soon as the valuers are appointed, they must appoint an umpire. The umpire need not be a registered valuer;
 - (d) The valuers will then decide the current market rent of the premises. The rent will be decided by the umpire, if the valuers do not agree on it within one month of the date of appointment of the last of them to be appointed;
 - (e) Each party will be given the opportunity to make written or verbal representations to the valuers or the umpire, subject to any reasonable time and other limits the valuers or the umpire prescribe. The valuers or the umpire will have regard to those representations, but will not be bound by them.
 - (f) The umpire or the valuers will give written notice to the parties of their decision as soon as practicable after they make it. The notice will state how the costs of the determination will be borne. The notice will be binding on the parties. However, either party will be entitled to appeal to the High Court any error of law arising out of the decision.

5. OUTGOINGS

- 5.1 The Tenant must punctually pay all rates as defined in the Local Government (Rating) Act 2002 and any other charges levied by a local authority against the Premises if so required. The Tenant will also pay all charges for electricity, gas and any other service or utility charges addressed to either Council or the Tenant for the Premises.
- 5.2 Where any of the above outgoings are not charged only for the Premises or the Term then the Tenant is only obliged to pay a fair proportion of those outgoings depending on the period during which, and the area over which, the outgoing has been charged.
- 5.3 Council may from time to time have a policy which entitles the Tenant to financial assistance with accommodation costs (eg. Rates charges and rental



charges). In that case the Tenant may make an application to council for funding which may be granted according to that policy.

- 5.4 The Tenant must pay all Goods and Services Tax on the Rent and other payments made by the Tenant under this Lease either to Council or as Council directs. The Tenant will also pay any additional Goods and Services Tax Council must pay, because the Tenant's fails to pay when required.

6. REQUIRED USE

- 6.1 The Tenant may only use the Premises for the Required Use.
- 6.2 Council is entitled to terminate this Lease, if at any time Council is reasonably of the opinion that the Premises are not being used or sufficiently used for the Required Use. Council must do both the following before it is entitled to exercise this power:
- 6.2.1 Make any enquiries Council thinks fit;
- 6.2.2 Give the Tenant written notice of Council's intention to exercise this power, plus an opportunity to justify the usage of the Premises. Council must reasonably consider the Tenant's explanation before deciding whether to exercise this power.

Council will exercise this power by written notice to the Tenant. This Lease will end three months after the date Council gives the notice. The Premises will then revert to Council. Clause 17 will apply to the Buildings and Improvements the Tenant has constructed or made.

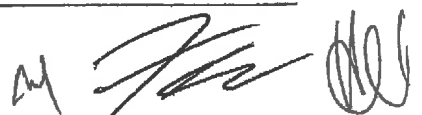
- 6.3 The Tenant must not erect, paint, display or allow on the Premises any signs, notices or advertising material unless the Tenant first obtains the written approval of Council in each case.

7. CONDUCT ON THE PREMISES

- 7.1 The Tenant must not use or permit the Premises or any part of the Premises to be used for any activity which is or may become dangerous, offensive, noxious, noisy, illegal or immoral, or which is or may become a nuisance or annoyance to Council or to the owners and occupiers or neighbouring properties.
- 7.2 The Tenant may make rules for the management and control of the Premises and for the conduct of persons using the Premises. Those rules must not be inconsistent with the terms of this Lease or the provisions of the Management Plan (if any). Council must approve those rules before they can come into effect.

8. NOISE

- 8.1 All cars using the Premises must comply with the noise requirements of Speedway New Zealand. Cars that do not meet these noise requirements shall be excluded from racing.
- 8.2 The Tenant shall undertake regular noise measurements of cars and keep a register of all such testing, which shall be made available to Council on request.



- 8.3 No change of the program submitted to Council or additional meetings shall be permitted because of rainouts unless otherwise approved.

9. LIQUOR LICENCES

The Tenant must not apply for a liquor licence or renew or vary any liquor licence for the Premises or any part of them without first obtaining the written consent of Council as owner of the Premises.

10. TENANT'S ANNUAL REPORT

- 10.1 The Tenant within 3 months after the end of each of its financial years will provide the following information to Council:

- 10.1.1 An audited set of its financial accounts for that financial year;
- 10.1.2 A copy of the Tenant's chairman's or president's report of the Tenant's activities during that financial year;
- 10.1.3 A copy of any changes to its constitution that have not been previously approved under clause 18.2;
- 10.1.4 An up to date list of the Tenant's chairman or president, secretary and other committee members, together with their addresses and other contact details.

- 10.2 Council will be entitled to review the rent at any time to the current market rent for the Premises, if it is of the reasonable opinion that the Tenant is either operating for a profit, or is using the Premises to generate a profit or Council will be entitled to review the rent to a rent consistent with the Recreation and Community Lease policy if the use of the Premises and the financial accounts trigger the rental mechanism in the Recreation and Community Lease policy. Clauses 4.2 and 4.3 will apply to any review to the current market rent. The rent will be reviewed again on the Rent Review Dates stated in the Reference Schedule.

11. OPEN MEMBERSHIP

- 11.1 Any person who complies with the usual rules of the Tenant and pays the subscription may join the Tenant's organisation.
- 11.2 If any person applies for membership of the Tenant and that application is refused then, if requested by Council, the Tenant must call a special meeting of the members of the Tenant. At that meeting, a vote must be taken among the members present, and that person will become a member if two thirds or more vote in favour of that person's admission.
- 11.3 The Tenant must comply with the Human Rights Act 1993 so far as it applies to the Tenant.

12. INSURANCE

- 12.1 The Tenant will insure all Buildings and Improvements against damage or loss for any cause.

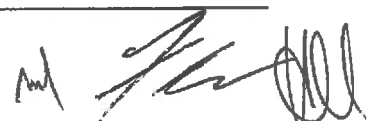


- 12.2 The insurance will be with a reputable insurer approved by Council and will be in the joint names of Council and the Tenant for their respective interests.
- 12.3 The insurance will be for the full cost of reinstatement, including all professional and consent fees, and costs of demolition, site clearance and for any works required by statute.
- 12.4 The Tenant will also maintain the following insurances during the term:
- 12.4.1 Public risk (which includes a tenants liability clause) for at least the Minimum Public Risk Insurance stated in the Reference Schedule, or any higher amount Council reasonably requires;
 - 12.4.2 Replacement of all glass in the premises; and
 - 12.4.3 The indemnity value of the Tenant's Improvements.
- 12.5 The Tenant's insurances will be on terms and conditions and with a reputable insurer of which Council reasonably approves. The Tenant will provide Council with proof of the insurance and the terms of it on the Commencement Date stated in the Reference Schedule, and every 12 months from the Commencement Date. The insurance will be in the joint names of Council and the Tenant for their respective interests.
- 12.6 Whenever Council requests it to, the Tenant will provide Council with a copy of the insurance policy for the insurances it must maintain, plus evidence that the Tenant has paid the premium.

13. DAMAGE TO OR DESTRUCTION OF THE PREMISES

- 13.1 If any Building or Improvement is destroyed or so damaged so as to render the Premises untenable, the Tenant will advise Council within 3 months of the date of the destruction or damage whether the Tenant wishes to restore its Buildings and Improvements. The Tenant will provide Council with reasonable evidence that it has the funds and is able to obtain all the necessary permits and consents to carry out the work. This lease will continue and the Tenant will promptly restore its Buildings and Improvements within a reasonable period, if Council advise the Tenant in writing that Council is reasonably satisfied the Tenant is able to do so. The Tenant will comply with clause 14.1 in relation to the restoration work.
- 13.2 This lease will end at the end of the 3-month period under the previous clause 13.1, if any of the following occur:
- 13.2.1 the Tenant does not give a notice under that clause;
 - 13.2.2 the Tenant gives a notice that it does not wish to restore its Buildings and Improvements; or
 - 13.2.3 Council is not reasonably satisfied the Tenant is able to promptly restore its Buildings and Improvements within a reasonable period, and advises the Tenant in writing accordingly.

Any termination under this clause will be without prejudice to the rights of either party against the other.



- 13.3 The Tenant will with all reasonable speed repair damage, or reinstate the area affected, if any Building or Improvement is damaged, but the Premises are still tenable. However, either party will be entitled to end this Lease by notice in writing to the other, if the Tenant cannot obtain all the necessary permits and consents for the work within a reasonable period,

14. BUILDING WORK

- 14.1 The Tenant may not:

- 14.1.1 erect any Building or Improvement, or
- 14.1.2 alter, reinstate, extend, paint or redecorate any Building or Improvement without:
- 14.1.3 first supplying Council with detailed plans and specifications and a project programme; and
- 14.1.4 obtaining the prior written approval of Council as landowner.

- 14.2 Council will not withhold its consent arbitrarily or unreasonably, under clause 9.1.4 if the proposed Building Work:

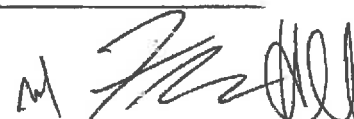
- 14.2.1 is in accordance with the Management Plan;
- 14.2.2 complies with any reasonable standards applicable to the Reserve (whether or not included in the Management Plan) which Council may from time to time set as to the design, quality, materials and colour of any Buildings and Improvements;
- 14.2.3 will not in the opinion of Council overload or endanger the proper working of any services, utilities or amenities; and
- 14.2.4 will be carried out under the supervision of an architect, project manager, engineer or other suitably qualified person.

- 14.3 If Council as landowner gives its approval under clause 14.1.4 then the Tenant must promptly complete the Building Work in a proper and workmanlike manner in accordance with the approved plans and specifications and all approvals, permits and consents.

- 14.4 The Tenant must obtain all consents required under the Building Act 1991 and the Resource Management Act 1991 and provide Council (as landowner) with a copy of those consents. Approval of Council under clause 14.1.4 will not be deemed to affect Council's duties as a regulator as to those statutory consents.

- 14.5 In granting consent or approval under this clause 14 Council will not be deemed to have warranted that the plans or specifications are suitable for the Tenant's purposes or that any person involved in the work is suitable or adequately qualified.

- 14.6 During the construction of the Building Work the Tenant must maintain, in the joint names of Council and the Tenant for their respective interests, builders' risk and public liability insurance for amounts approved by Council and will provide Council with a copy. All Building Work is at the sole risk of the Tenant.



14.7 If during the course of the Building Work Council reasonably considers the Tenant is failing to adhere to the approved plans or specifications, the project programme, the standards referred to in clause 14.2.12, or reasonably considers that the project is not being properly managed, Council may by notice in writing to the Tenant require that all work stop immediately, or require it to take other action as necessary to mitigate Council's concerns.

14.8 On completion of the Building Work the Tenant must provide Council with a copy of the code compliance certificate under the Building Act 1991 and a complete set of drawings accurately showing Buildings and Improvements as constructed or altered.

15. GROUNDS MAINTENANCE

15.1 The Tenant must maintain the grounds and surrounds of the Premises in a tidy and attractive condition at all times to the satisfaction of Council.

15.2 The Tenant must mow any lawns within the Premises regularly, keep any gardens and planted areas watered and replace plants and shrubs, which die or are destroyed.

15.3 The Tenant must remove any externally visible graffiti from any Buildings or Improvements within 5 days of any defacement occurring.

15.4 The Tenant must take effective measures to prevent any noxious weeds and recognised environmental plant pests growing on the Premises and comply with the provisions of the Biosecurity Act 1993. The Tenant must also ensure that the Premises are kept free from stones, broken glass, litter, and other detritus.

15.5 The Tenant may with the prior written consent of Council plant new trees on the Premises in places approved by Council. The Tenant must maintain any trees on the Premises in a neat and tidy condition. The Tenant must not remove or prune any tree without Council's prior written consent.

16. MAINTENANCE OF BUILDINGS/IMPROVEMENTS

16.1 The Tenant must keep and maintain all Buildings (both the exterior and the interior) and Improvements in good, clean, and substantial order, repair and condition. The Tenant will do this to the satisfaction of Council.

16.2 The Tenant must in any case repair or replace as reasonably necessary any windows, doors, glazing, light fittings, light bulbs, carpets, and floor coverings.

17. REMOVAL OF BUILDINGS/IMPROVEMENTS

17.1 The Tenant may not pull down or remove any Buildings or Improvements without first obtaining the written consent of Council.

17.2 At the end of this Lease whether by expiry of the term, breach of condition or otherwise, the Premises together with all the Buildings and Improvements will revert to Council without any compensation whatsoever being payable to the Tenant by Council.

17.3 Despite clause 17.2, at the end of this Lease, having regard to the condition and safety of the Premises and the Buildings and Improvements, and the requirements of any management planning for the Reserve, Council will have

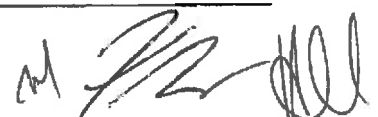


the following rights with respect to the Buildings and Improvements the Tenant has constructed or made:

- 17.3.1 Council may make the Premises available to another community group approved by Council, in which case Council may require any incoming tenant of the premises to pay to the Tenant the value of the Tenant's Buildings and Improvements. This value, or amount to be paid, is to be agreed by the parties or if they cannot agree, it is to be determined in accordance with clause 17.3.4.
- 17.3.2 Council may require the Tenant on written notice from Council to remove all or some of the Tenant's Buildings and Improvements, in which case the Tenant will, within a reasonable time as stipulated in the notice, and in the manner stipulated in that notice, remove the Buildings and Improvements, and if this is not done within the stipulated time or in the stipulated manner then Council may remove the same at the cost in all respects of the Tenant.
- 17.3.3 Where the Buildings and Improvements erected by the Tenant are of value to Council, Council may pay the Tenant the value of the Buildings and Improvements, as agreed by Council and the Tenant. This value is to be agreed by the parties or if they cannot agree it is to be determined in accordance with clause 17.3.4. Whether the Buildings and Improvements are considered to be of value to Council for the purpose of this sub-clause is entirely a matter for Council's discretion and not a matter for dispute between the parties.
- 17.3.4 Where under clause 17.3.1 or 17.3.3 the parties cannot agree on the value of the Buildings and Improvements within 14 days, each party will within a further 14 days appoint a registered valuer to act as an expert for the purpose of determining the value of the Buildings and Improvements. The valuers will appoint an umpire who need not be a registered valuer, whose recommendation will be forwarded to the Minister to determine the final value of the Buildings and Improvements.
- 17.4 At the end of this Lease, Council may remove from the Premises any chattels in the apparent possession of the Tenant and place them outside the Premises and Council shall not be answerable for any loss resulting from the exercise of the power of re-entry.

18. ACTS, REGULATIONS, BY-LAWS, RULES AND MANAGEMENT PLAN

- 18.1 The Tenant must comply with all Acts, Regulations, By-laws, District and Regional Plan Rules and the Management Plan (if any) as they affect the Premises.
- 18.2 Where any Building requires a compliance schedule under the Building Act 1991 ("the Act") the Tenant shall at its own cost fully comply with all obligations imposed on Council in its capacity as owner under the Act including but not limited to:
- 18.2.1 complying with any requirements specified in any compliance schedule issued by Council in its regulatory capacity;




- 18.2.2 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;
- 18.2.3 complying with any notices issued by Council in its regulatory capacity under the Act.
- 18.3 The Tenant shall make available to Council in its capacity as Landlord:
- 18.3.1 prior to the annual 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
- 18.3.2 on every subsequent annual 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.
- 18.4 The Tenant 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.

19. INSPECTIONS

- 19.1 The Tenant must allow Council or any person authorised by Council at all reasonable times on to the Premises and inside Buildings to inspect them.
- 19.2 If Council gives the Tenant notice of failure to do repairs required by this Lease, the Tenant must carry out work with all speed and complete the work in a diligent and workmanlike manner.
- 19.3 If the Tenant fails to comply with clause 19.2 then Council is entitled to enter the Premises and carry out the work and the Tenant must pay the cost of that work on demand.

20. ASSIGNMENT AND SUBLETTING

- 20.1 The Tenant may not assign, mortgage, charge, sublet or part with possession of the Premises or any part of the Premises without first obtaining the consent of Council.
- 20.2 If the Tenant is an incorporated society or an association or trust (whether incorporated or not), any amalgamation, or any change in the Tenant's constitution or rules which affects the objects or purposes of the Tenant, will be deemed to be an assignment of this Lease unless the Tenant has obtained Council's prior written approval to the change. Council is entitled to grant, withhold, or impose conditions on its approval at its absolute discretion.
- 20.3 The Tenant may let out or hire the Premises or any part of the Premises to any responsible and respectable person or persons with a community, cultural or recreational interest. Council is entitled to require the Tenant to obtain the prior written consent of Council to any future letting or hiring under this clause, if Council reasonably believes that the volume, extent and nature of any previous lettings or hiring has been inconsistent with the Required Use or have not complied with this clause. Council will give the Tenant notice in writing to exercise its right under this clause. Council is entitled to exercise its right at any time, and on one or more occasions. Council is entitled to grant or



withhold its consent at its absolute discretion. Council will advise the Tenant if and when it no longer wishes to consent to lettings or hiring.

- 20.4 The Tenant may not enter into any commercial arrangements with third parties for private promotion and management of the activities on the Premises.

21. DEFAULT

- 21.1 Council may enter the Premises and distrain for rent or other money payable by the Tenant under this Lease, which remains unpaid for 14 days after the due date.

- 21.2 Council may re-enter the Premises and terminate this Lease if the Tenant:

21.2.1 fails for 14 days after the due date to pay any instalment of the Rent or any other money payable under this Lease; or

21.2.2 fails for 28 days to observe or perform any other obligation under this Lease; or

21.2.3 being a company or incorporated body:

(a) is or is deemed to be unable to pay its debts under section 287 of the Companies Act 1993; or

(b) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by Council); or

(c) is wound up or dissolved; or

(d) enters into any assignment or other compromise or scheme of arrangement with its creditors or any class of its creditors; or

(e) has a receiver, manager or receiver and manager appointed in respect of any of its assets.

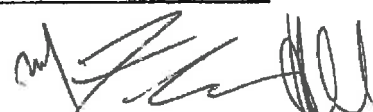
21.2.4 being an unincorporated association or trust, is wound up, dissolved or becomes defunct.

- 21.3 Council may without being under any obligation to do so remedy at the Tenant's cost any default by the Tenant under this Lease.

22. INDEMNITY

- 22.1 The Tenant must indemnify Council against all costs, claims and demands in respect of injury or damage resulting from act or omission of the Tenant or any member, employee or invitee of the Tenant.

- 22.2 The Tenant must keep in full force and effect a public liability policy with an insurance company approved by Council to cover Council and Tenant for any claims arising on or from the Tenant's use of the Premises. The amount of that cover to be no less than the Minimum Public Risk Insurance Cover in the Reference Schedule.



23. COMPLIANCE

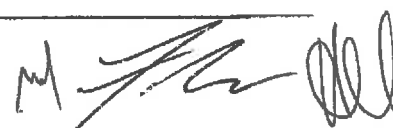
- 23.1 The Tenant agrees that on or before 1 January in each year, the Tenant shall provide Council with the following further information:
- 23.1.1 Evidence of a track rating (to at least a national standard) and a track operating licence, issued to each Member Group by Speedway New Zealand and/or a recognised governing body respectively provided that if a Member Group ceases to use their track for any reason including a suspension that Member Group shall provide evidence of a track rating (to at least a national standard) and a track operating licence prior to recommencing use of the track
 - 23.1.2 A copy of the calibration certificate for the noise meter in respect of each Member Group, as approved by a recognised national company acceptable to Council, and including the serial number of the said meter.
 - 23.1.3 A letter from the national body of the Member Group holding the event, confirming that the event has been sanctioned, permitted and will be conducted only in accordance with the recognised registered National Body rules and regulations for that Member Group and that at least one official member of the Member Group's recognised governing National Body will be present at all times during the event.

24. DISPUTE RESOLUTION

- 24.1 Except for those provisions where Council has a discretion contained in clauses 2.2, 4.1, 6.2 and 20.3, if any dispute arises between Council and the Tenant concerning this Lease, the parties will try in good faith to settle the matter by negotiation, and if that is unsuccessful by mediation.
- 24.2 If the dispute cannot be settled by negotiation or mediation it will be referred to arbitration (under clause 24.3).
- 24.3 The dispute will be referred to a sole arbitrator if the parties agree upon one, and if not then the dispute will be referred to an arbitrator appointed by the then President or Vice President of the Auckland District Law Society.
- 24.4 The Arbitration Act 1996 will govern the arbitration and the arbitral award will be final and binding on the parties. However, either party is entitled to appeal to the High Court on any error of law arising out of the award.

25. NATURE OF COUNCIL

- 25.1 Council has signed this Lease as the owner of the Premises. Council is also the territorial authority for the area in which the Premises are situated. Nothing in this Lease limits or affects the duties and obligations of Council as a regulatory authority under the Resource Management Act 1991, the Building Act 1991 or any other relevant statute. Council will not be liable for any expense, costs, loss, or damages the Tenant or any person claiming through the Tenant suffers or incurs because of Council lawfully carrying out its statutory duties.



- 25.2 Where this Lease requires the Tenant to obtain any consent or approval of Council, Council will grant that consent or approval in its capacity as the owner of the Premises only. The Tenant must separately obtain through the relevant department of Council any consent or approval it requires from Council acting as regulatory authority. Similarly, any consent or approval the Tenant obtains from Council acting as territorial authority, does not constitute the consent of Council in its capacity as the owner of the Premises.
- 25.3 Where the Tenant wants to give a notice to or otherwise communicate with Council, the Tenant must address the notice to, or otherwise deal with the department of Council from time to time charged with administering this Lease. A notice the Tenant sends that has not been addressed to that department will have no effect and will not have been given, until it has been actually received by that department. Any consent, approval or other permission obtained from any other department will not be binding on Council.
- 25.4 Council will advise the Tenant in writing at the Commencement Date as to the department of Council charged with administering this Lease. Council will advise the Tenant of any change as soon as practicable after the change comes into effect.

26. IMPLIED PROVISIONS

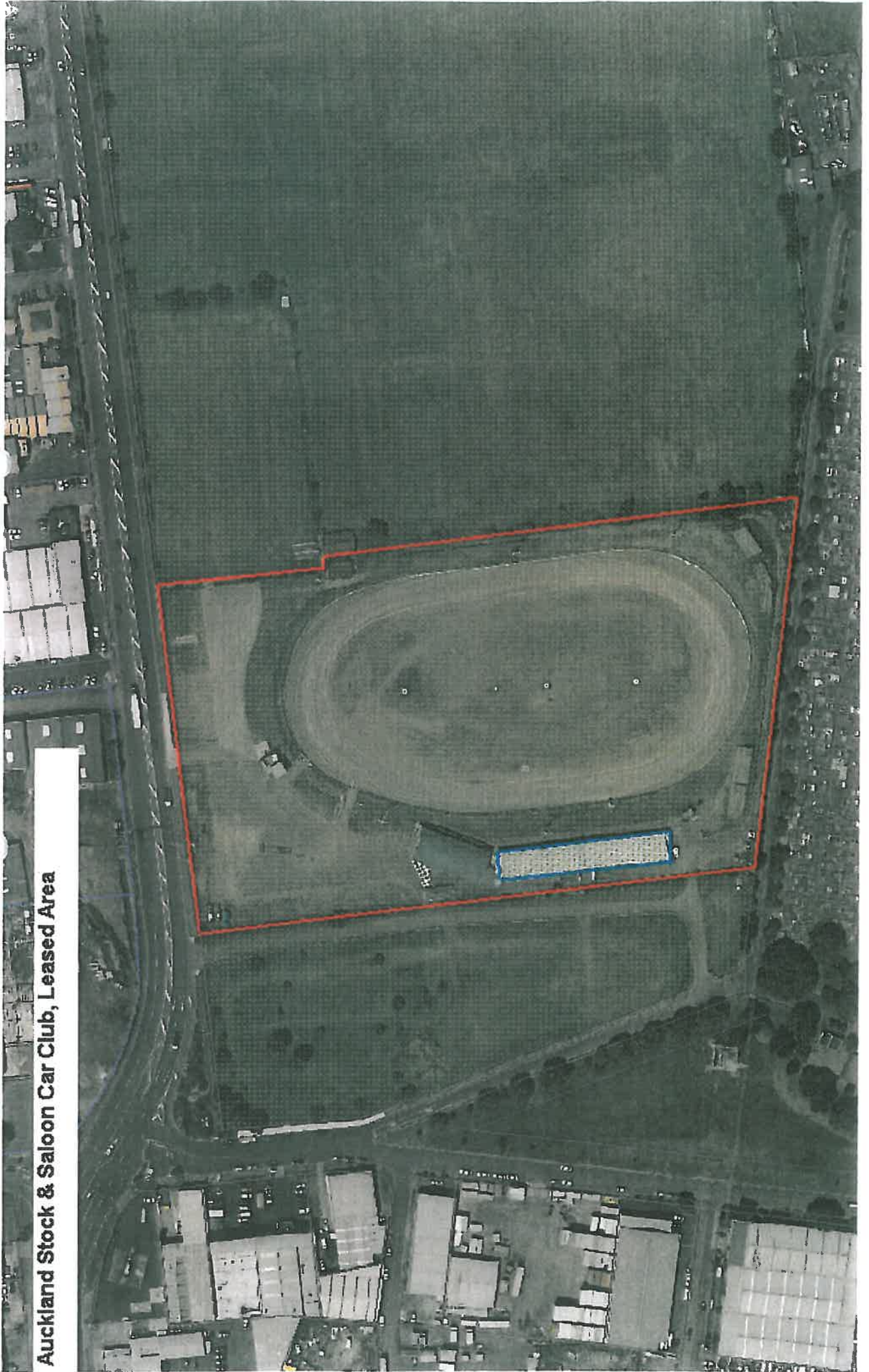
- 26.1 The covenants and provisions implied in Leases by the Property Law Act 1952 and the Land Transfer Act 1952 will apply to this Lease except to the extent they are inconsistent with the terms of this Lease.
- 26.2 The Tenant must not attempt to register this Lease, or require Council to register it. The Tenant must not register a caveat against the certificate of title to the Reserve

27. COSTS

The Tenant must pay all Council's and its own legal costs and expenses for the preparation, completion and stamping of this Lease or any renewal or variation of it and all costs incurred by Council in exercising any rights and remedies because of any default by the Tenant.



Auckland Stock & Saloon Car Club, Leased Area



Handwritten signature or initials in blue ink.

**DEED OF RENEWAL AND RENT REVIEW OF
RESERVE LEASE FOR PREMISES AT 175-243
NEILSON STREET, WAIKARAKA PARK, ONEHUNGA**

between

AUCKLAND CITY COUNCIL

and

AUCKLAND STOCK AND SALOON CAR CLUB INCORPORATED



Two handwritten signatures in black ink, one appearing to be 'W.D.' and the other 'J.H.'.

DEED dated the *8/31* day of *August* 2010

PARTIES:

1. **AUCKLAND CITY COUNCIL** ("Council")
2. **AUCKLAND STOCK AND SALOON CAR CLUB INCORPORATED** ("Tenant")

BACKGROUND:

- A. The Council and the Tenant are currently respectively the Landlord and Tenant of the Premises under the Lease at the rental and upon the terms and conditions set out in the Lease.
- B. Under the Lease the Tenant has two (2) rights to renew the term of the Lease for five (5) years each. None of the renewals has before now been exercised.
- C. The first term of the Lease expired on 23 September 2009 and the Tenant has exercised the Tenant's option for a renewal of the term pursuant to clause 2 of the Lease.
- D. The Council has the right to review the rent under the Lease on renewal. The Tenant and the Council have agreed on the amount of the reviewed rent.
- E. The Council agrees to a renewal of the Lease and to a variation of the Lease to record the rental payable during the renewed term.

COVENANTS:

1. **INTERPRETATION**

In this Deed unless the context otherwise requires:

1.1 **Definitions:**

"Commencement Date" means 24 September 2009;

"Goods and Services Tax" means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for such tax;

"Lease" means the deed of lease of the Premises between the Council and the Tenant dated 5 December 2006;

"Tenant" means Auckland Stock and Saloon Car Club Incorporated and includes its successors and permitted assigns;

"Council" means Auckland City Council and includes its successors and assigns;

"Premises" means that part of the Reserve as shown marked red on the plan attached to the lease;

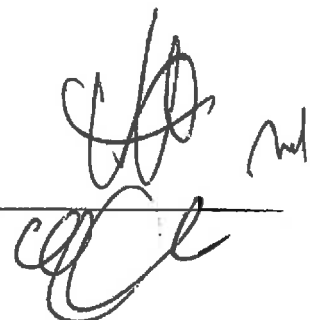
"Review Date" means 24 September 2009;

"Termination Date" means 23 September 2014;

- 1.2 **Defined Expressions:** Expressions defined in the main body of this Deed have the defined meaning in the whole of this Deed including the background;
- 1.3 **Headings:** Section, clause and other headings are for ease of reference only and do not form any part of the context or affect this Deed's interpretation;
- 1.4 **Joint and Several Liability:** An obligation by two or more persons binds those persons jointly and each of them severally;
- 1.5 **Negative Obligations:** Any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;
- 1.6 **Parties:** References to parties are references to parties to this Deed;
- 1.7 **Persons:** References to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.8 **Singular and Plural:** The singular words include the plural and vice versa;
- 1.9 **Schedules:** The schedules to this Deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this Deed;
- 1.10 **Sections, Clauses and Schedules:** References to sections, clauses and schedules are references to this Deed's sections, clauses and schedules; and
- 1.11 **Statutes and Regulations:** References to any statutory provision will include any statutory provision, which amends or replaces it, and any subordinate legislation made under it.

2. RENEWAL

- 2.1 The term of the Lease is renewed for a further term of five (5) years beginning on the Commencement Date and ending at midnight on the Termination Date.
- 2.2 The parties acknowledge this renewal is the first renewal of the term of the Lease and the Tenant has one further right to renew the Lease for a term of five (5) years each (subject to the Lease)] to the intent that if all rights of renewal are exercised the Lease shall finally expire on 23 September 2019.

Handwritten signatures and initials in black ink, including a large signature and the initials 'ml'.

3. RENT

3.1 The rent for the renewed term with effect from the Review Date shall be increased from \$10,000.00 per annum plus Goods and Services Tax to \$24,400.00 per annum plus Goods and Services Tax to be phased in over a three year period as follows :

- (a) \$8,133.00 plus GST for the period 24 September 2009 to 23 September 2010 payable in advance by equal calendar monthly payments of \$677.75 plus GST;
- (b) \$16,266.00 plus GST for the period 24 September 2010 to 23 September 2011 payable in advance by equal calendar monthly payments of \$1,355.50 and
- (c) \$24,400.00 plus GST for the period 24 September 2011 to 23 September 2012 thereafter, payable in advance by equal calendar monthly payments of \$2,033.33.

3.2 The first rent payment will be due and payable on the Review Date and thereafter on the first day of each and every month during the renewed term.

4. GOODS AND SERVICES TAX

When the Council is liable to pay goods and services tax on any sum or sums paid or payable to the Council by the Tenant such sum or sums to be paid or payable by the Tenant shall be increased by the amount equal to the goods and services tax so payable by the Council .

5. CONTINUANCE

Except as expressly varied by this Deed, the terms expressed or implied in the Lease shall continue to be in full force and effect after the execution of this Deed.

6. COSTS

Without limiting the terms of the Lease, the Council's costs of negotiation, preparation and execution of this Deed shall be paid by the Tenant.

Execution by the parties:

THE COMMON SEAL of AUCKLAND CITY COUNCIL was hereby affixed under the authority of Council:


Deputy Mayor/Chairman/Chief Executive


City Secretary/Committee Manager/Chief Executive



SIGNED by AUCKLAND STOCK AND
SALOON CAR CLUB INCORPORATED as
Lessee (by affixing of its common seal) in
the presence of:



Murray Bell

President/Chairman

Craig McLeish

Secretary

[Handwritten initials]

