



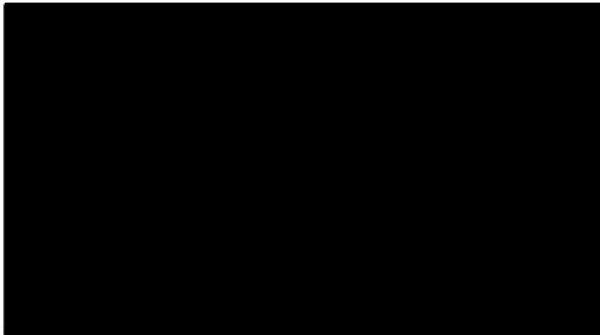
Ref: [REDACTED]

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12 December 2024



OFFICIAL INFORMATION REQUEST FOR DEED OF LEASE – AIRPORT LAND

I refer to your official information request dated 18 November 2024 for the Deed of Lease for the Nelson Airport Land prior to the current lease (i.e. before 23 December 1998).

The information you requested is enclosed.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at www.ombudsman.parliament.nz or Freephone 0800 802 602.

If you wish to discuss this decision with us, please feel free to contact [details of contact person]

Yours sincerely

Rebecca Van Orden
Manager Property Services

Encl: Nelson Regional Airport Authority – Legal – Superseded Aerodrome Reserve Lease – 1982 [F002745810].pdf

Internal Document ID: [REDACTED]

AGREEMENT made this

12th day of May 1982

BETWEEN THE NELSON CITY COUNCIL a body corporate duly constituted under the Local Government Act 1974 (acting for and on behalf of The Nelson Regional Airport Authority) (hereinafter called "the Authority") of the one part and HER MAJESTY THE QUEEN acting by and through ARTHUR JOHN HEALY, the SECRETARY FOR TRANSPORT (hereinafter called "the Lessee") of the other part:

WHEREAS by deed dated the 1st day of May 1972 made between HER MAJESTY THE QUEEN acting by and through THE MINISTER OF TRANSPORT of the one part and THE NELSON CITY COUNCIL, THE RICHMOND BOROUGH COUNCIL, THE MOTUEKA BOROUGH COUNCIL, THE GOLDEN BAY COUNTY COUNCIL and THE WAIMEA COUNTY COUNCIL of the other part (hereinafter referred to as "the said deed") all that area of land described in the first schedule hereto (hereinafter referred to as "the said land") is vested in and under the control of the Authority for the purpose of an aerodrome reserve pursuant to the Reserves and Domains Act 1953

AND WHEREAS by virtue of the said deed and pursuant to Clause 6 thereof the Authority is empowered to grant leases over the said land subject to the conditions and restrictions therein mentioned

NOW THEREFORE in consideration of the rent hereby reserved and of the covenants on the part of the Lessee hereinafter contained the Authority in exercise of the powers vested in it by the said deed DOETH HEREBY lease to the Lessee all those areas of the "Nelson Airport Terminal Building"


PLT

(hereinafter referred to as "the said building") erected upon the said land as such areas are more particularly described in the second schedule hereto (hereinafter called "the demised premises") together with the right for the lessee its agents servants licencees and invitees to use for the purposes of ingress egress and regress the passages in the said building and the right to use the toilets (in common with the Authority and its other tenants occupiers and licencees for the time being of and in respect of the remainder of the building) TO BE HELD by the Lessee as tenant for the term of twentyone years as from and inclusive of the 13th day of July 1975 YIELDING AND PAYING therefor the annual rental of \$17,135.00 per annum for the third three year period of such term, and for the subsequent three year periods, such rental as may be agreed upon by the parties hereto or in the absence of agreement determined by arbitration in accordance with clause 13 hereof PROVIDED THAT the rental for any period shall not be less than the rental for the immediately preceding period. Such rental shall be payable on the 1st day of April, in each and every year during the term hereof, SUBJECT TO the following covenants and conditions AND THE LESSEE DOTH HEREBY COVENANT WITH THE AUTHORITY AS FOLLOWS:

1. THE Lessee will duly and punctually pay the rent hereinbefore reserved on the days and manner herein mentioned without any deduction whatsoever.

2. THE Lessee shall not nor will assign sublet or part with possession or control of the demised premises or any part

A handwritten signature, possibly 'R', with the initials 'PLT' written below it.

thereof during the said term save and except with the consent in writing of the Authority.

3. THE Lessee will not at any time do or suffer any negligent act or omission on or about the demised premises which shall be a disturbance nuisance annoyance or danger to the Authority or occupiers of adjoining premises or to the Public who are lawfully on the aerodrome reserve.

4. THE Lessee will maintain the interior of the demised premises in such state of repair order and condition as the same now are and deliver up the demised premises at the expiration of the term in the same condition fair wear and tear and damage by fire flood earthquake tempest or inevitable accident (all without neglect or default of the Lessee) alone excepted and will permit the Authority or its agents or its servants at all reasonable times of the day to enter upon the demised premises and every part thereof for the purposes of viewing the state of repair order and condition thereof.

5. THE Lessee will not do or knowingly suffer to be done on or about the demised premises or any part thereof any act or thing whereby any insurance effected or which may be effected by the Authority may be invalidated or become void or voidable without notifying the Authority and first obtaining the Insurance Company's consent. Any act or thing whereby any increased premium may be demanded in respect of such insurance and any excess of premium so caused shall be made good by the Lessee to the Authority on demand and shall be recoverable as rent.


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6. THE Lessee will pay all costs of and incidental to this lease and the counterpart thereof.

AND THE AUTHORITY HEREBY COVENANTS WITH THE LESSEE AS
FOLLOWS:

7. THE Authority will pay all rates taxes and assessments payable in respect of the demised premises.

8. THE Authority will keep the building of which the demised premises form part adequately insured against loss or damage by fire and earthquake and pay all premiums in respect thereof.

9. THE Authority will keep the roof and exterior walls of the demised premises in good repair order and condition.

10. THE Lessee paying the rent hereby reserved and observing and performing the covenants and stipulations on the Lessee's part herein contained or implied by law shall peaceably hold and enjoy the demised premises during the said term without interruption by the Authority or any persons claiming under or in trust for the Authority.

AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN
THE PARTIES HERETO AS FOLLOWS:

11. THAT if during the said term the demised premises shall be destroyed or damaged by fire and/or earthquake to such an extent as to be unfit for further occupation this agreement and every clause and thing herein contained shall absolutely cease and determine as at the date of the happening of such


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damage or destruction but without prejudice to any remedy or right of action on the part of the Authority or the Lessee that shall then have occurred.

12. THAT if during the said term the demised premises shall be partially damaged or destroyed by fire and/or earthquake but not to such an extent as to render the same unfit for further occupation the Authority shall subject to the rights of any Mortgagee of the premises forthwith expend in the reinstatement of the said premises all moneys paid to it under any policy or policies of insurance covering such damage and until such reinstatement has been completed the rent shall abate in the proportion which the damaged portion of the said premises bears to the whole premises.

13. THAT all disputes or differences arising between the parties hereto touching or concerning the terms and conditions of the lease or any matter incidental thereto shall be referred to arbitration in accordance with the Arbitration Act 1908 or any amendment thereto or reenactment thereof for the time being in force and this provision shall be deemed to be a submission to arbitration.

14. IF and whenever the rent hereby reserved or any part thereof shall be in arrears and unpaid for thirty days after the due date for payment whether the same shall have been legally or formally demanded or not or if and whenever there shall be any breach non-observance or non-performance of any of the covenants conditions or agreements herein on the part of the Lessee contained or implied then and in any such case


P.L.T

it shall be lawful for the Authority forthwith and without any demand or giving any notice whatsoever to re-enter into and upon the said premises and demised land or any part thereof in the name of the whole whereupon the term of years hereby created shall absolutely cease and determine without however releasing the Lessee from liability for any previous breach of covenant.

15. IF the Lessee shall have paid the rent hereby reserved and observed the covenants and provisions hereof then the Lessee shall at the expiration of the said term or within fourteen days thereafter have the right of removal from the demised premises of all fixtures and appliances heretofore or hereafter installed erected or built or used therein by the Lessee provided that the Lessee shall make good and repair any damage caused to the demised premises by any such removal.

16. THAT the Authority will on the written request of the Lessee made three months before the expiration of the term hereby created and if there shall not at the time of such request be any existing breach or non observance of any of the covenants on the part of the Lessee hereinbefore contained at the expense of the Lessee grant to it a lease of the demised premises for the further term of twentyone years from the expiration of the said term at a rental to be agreed upon and failing agreement then as arbitrated (but not in any case less than the rental hereby reserved) and containing the like provisoes and covenants as are herein contained including this covenant for renewal.


R.T.

damage or destruction but without prejudice to any remedy or right of action on the part of the Authority or the Lessee that shall then have occurred.

12. THAT if during the said term the demised premises shall be partially damaged or destroyed by fire and/or earthquake but not to such an extent as to render the same unfit for further occupation the Authority shall subject to the rights of any Mortgagee of the premises forthwith expend in the reinstatement of the said premises all moneys paid to it under any policy or policies of insurance covering such damage and until such reinstatement has been completed the rent shall abate in the proportion which the damaged portion of the said premises bears to the whole premises.

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IN WITNESS WHEREOF this agreement has been executed on the
day and year hereinbefore written.

THE COMMON SEAL of THE)
NELSON CITY COUNCIL was)
hereto affixed in the)
presence of:)



P. C. Smith..... Deputy
Mayor

Charles Cecil Macrae.....
Principal Officer

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN as)
Lessee by ARTHUR JOHN HEALY)
Secretary for Transport in)
the presence of:)

A handwritten signature in dark ink, appearing to read 'A. J. Healy', written over a horizontal line.

Witness... *R. B. Weatherall*..
Occupation... *Secretary*..
Address... *Wellington*..

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL THOSE parcels of land situated in Block III
Waimea Survey District, and more particularly
described as:

Section 114 District of Suburban South	113.6947 ha
Section 116 District of Suburban South	14.0856 ha
Section 123 District of Suburban South	6.4889 ha
Lot 1 DP 5565	1161 m ²
Lot 2 DP 2646	1391 m ²
Lots 33, 34 DP 1288	4639 m ²
Lot 2 DP 5565	1252 m ²
Lot 42 DP 1288	2766 m ²
Lot 2 DP 7066	1186 m ²
Pt lot 38 DP 1288	996 m ²
Lot 1 DP 2646	678 m ²
Lot 39 DP 1288	1914 m ²
Pt lot 38 DP 1288	992 m ²

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Ground Floor of Terminal Building

- Aerodrome Superintendents Office
- Station Telecommunication Officers Office
- Plant Room

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Mezzanine Floor

- Communications Room
- SCO Office
- Officer in Charge of Meteorological Services Office
- Meteorological Office
- PABX Room
- Staff Room
- Store
- Toilets

Control Tower


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DATED

1982

BETWEEN THE NELSON CITY COUNCIL

A N D THE SECRETARY FOR TRANSPORT

AGREEMENT TO LEASE

FAM 469/4

Fletcher & Moore
Solicitors
NELSON