

SPARE

File
RDC
2847

DEED

between

HER MAJESTY THE QUEEN

and

MAHURANGI WEST HALL AND RESERVE INCORPORATED

and

RODNEY DISTRICT COUNCIL



THIS DEED dated the 29th day of APRIL 20045.

BETWEEN HER MAJESTY THE QUEEN acting by and through the Minister of Conservation (the "Crown")

AND MAHURANGI WEST HALL AND RESERVE INCORPORATED (the "Society")

AND RODNEY DISTRICT COUNCIL (the "Council")

BACKGROUND

- A.** Mahurangi West Reserve is vested in the Crown as a local purpose (site for a community hall) reserve subject to the Reserves Act 1977, with the control and administration of the Reserve vested in the Council.
- B.** The Building is located on the Reserve.
- C.** The Council wishes to grant a lease of part of the Reserve to the Society to enable the Society, amongst other things, to operate and manage the Building as a community hall.
- D.** The Building requires substantial refurbishment and upgrading in order to meet current Building Code requirements and in order to serve the purpose of a community hall.
- E.** The Crown has agreed that ownership of the Building be transferred to the Society at a nominal value in the light of the substantial refurbishment required and the obligations of the Society in this deed and the Lease.
- F.** This deed is entered into to record the arrangements in that regard.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this deed unless the context indicates otherwise:

1.1 Definitions:

"Building" means the hall building presently situated on the Reserve;

"Council" means the Rodney District Council and includes its successors;

"Lease" means the deed of lease to be granted by the Council to the Society in respect of the Building, to be entered on or about the same date as this deed;

"Operative Date" means the commencement date of the Lease;

"Reserve" means Mahurangi West Reserve legally described as 8093m² more or less being Section 40 Block XV Mahurangi Survey District computer freehold register NA574/38 (limited as to parcels), subject to Gazette Notice 1979 p1819 no 496716;

"Works" means the refurbishment and upgrading works in respect of the Building to be carried out by the Society.

- 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 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.4 **Parties:** references to parties are references to parties to this deed;
- 1.5 **Statutes and Regulations:** references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. TRANSFER OF OWNERSHIP OF BUILDING

- 2.1 In consideration of the sum of \$0.10 paid by the Society to the Crown, the receipt of which is acknowledged, and the other covenants on the part of the Society in this deed, the Crown transfers to and vests in the Society all right, title and interest in the Building, with effect from the commencement date of the Lease.
- 2.2 The Council confirms and acknowledges the transfer of ownership recorded in clause 2.1.

3. COVENANTS BY SOCIETY

- 3.1 The Society covenants with the Crown and the Council that it will:
- 3.1.1 carry out the Works, and
- 3.1.2 thereafter use the Building as a community hall subject to the terms of the Lease.

4. OWNERSHIP OF BUILDING TO REVERT

4.1 The parties acknowledge that, upon the expiry or sooner determination of the Lease the ownership of the Building will revert to the Council without compensation being payable to the Society in accordance with and subject to the provisions of the Reserves Act 1977 and the relevant provision of the Lease.

5. COSTS

5.1 The Society will pay the costs of preparing this deed.

In witness of which this deed has been executed.

THE COMMON SEAL of MAHURANGI WEST HALL AND RESERVE INCORPORATED was affixed in the presence of:

[Signature] Chairperson
[Signature] Secretary

SIGNED by WARWICK MCLEOD

MURRAY, Community Relations Manager, Auckland Conservancy, Department of Conservation, acting under delegation for and on behalf of the MINISTER OF CONSERVATION in the presence of:

[Signature: W. Murray]

Witness:

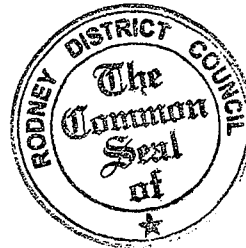
[Signature: D. D. Bayley]
Signature of witness

DAVID SPENCER BAYLEY
Full name of witness

COMMUNITY RELATIONS OFFICER (STATUTORY MANAGEMENT)
Occupation of witness

DEPT. OF CONSERVATION, AUCKLAND CONSERVANCY.
Address of witness

THE COMMON SEAL of RODNEY DISTRICT COUNCIL was affixed in the presence of:



[Signature: P. U. Garland]
(Democracy Services Manager)

[Signature]
(Manager Organisational Development)

Democracy Services Manager

Manager Organisational Development