

**From:** [Kristy Rusher](#)  
**To:** [hamish.mcneilly@fairfaxmedia.co.nz](mailto:hamish.mcneilly@fairfaxmedia.co.nz)  
**Cc:** [lgoima](#)  
**Subject:** LGOIMA Request - purchase of 65 Crawford Street  
**Date:** Friday, 19 May 2017 04:51:21 p.m.  
**Attachments:**

[image002.png](#)

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Hi,

We have redacted information to:

- a) protect the privacy of individuals (section 7(2)(a) Local Government Official Information and Meetings Act 1987); and/or
- b) because the information has been supplied under an obligation of confidence and the making available of the information would be likely to damage the public interest (section 7(2)(c)(ii) Local Government Official Information and Meetings Act 1987); and/or
- c) maintain the effective conduct of public affairs through the free and frank expression of opinions between or to officers of the local authority; and/or
- d) it is necessary to maintain legal privilege (section 7(2)(a) Local Government Official Information and Meetings Act 1987).

We have withheld the following documents:

- 1) A condition report authored by Flanders and Marlow
- 2) Preliminary Investigation and Findings authored by Feldspar Associates Limited

We have withheld these reports because the information is or will soon become publicly available. A report is scheduled to be considered on the future of this venue in June 2017.

As we have declined parts of your request and withheld some information you have the right to seek a review of Council's decision by the Ombudsman. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Regards,  
Kristy Rusher  
Manager Civic and Legal, Corporate Services  
Dunedin City Council/*Kaunihera-a-rohe o Otepoti*

50 The Octagon, Dunedin; P O Box 5045, Moray Place, Dunedin 9058, New Zealand  
Telephone: 03 477 4000; Fax: 03 474 3594  
Email: [kristy.rusher@dcc.govt.nz](mailto:kristy.rusher@dcc.govt.nz)



 Please consider the environment before printing this e-mail

**Sandy Graham**

---

**From:** [REDACTED]  
**Sent:** Thursday, 26 January 2017 01:58 p.m.  
**To:** Sandy Graham  
**Subject:** Fwd: sammy's

FYI Sandy

This is news to me  
I have yet to respond to [REDACTED]

Im off to UK tomorrow and back 9 FEB if we are able to progress our discussion further

Cheers  
[REDACTED]

Begin forwarded message:

**From:** [REDACTED]  
**Subject:** Fwd: sammy's  
**Date:** 26 January 2017 at 1:54:54 PM NZDT  
**To:** [REDACTED]

Hi [REDACTED]

I thought you should be in the know about this if you are not already. But i also thought you would be a possible person to deal on the posters with Sam?

Cheers  
[REDACTED]

Begin forwarded message:

**From:** [REDACTED]  
**Subject:** sammy's  
**Date:** 26 January 2017 11:40:47 am NZDT  
**To:** [david.benson-pope@dcc.govt.nz](mailto:david.benson-pope@dcc.govt.nz)

Hi David

I am not to sure if you had heard the rumour, but it looks like Sammy's Night Club may have been purchased by the DCC!

This aside, I was in Sammy's yesterday talking with Sam, who did not appear to know who had bought the building and land, and he mentioned that he wanted to sell his substantial collection of posters pertaining to the events that has held their during his time as its owner. I realise that this is very speculative at this point in time, but this collection may be great to have at hand when the building is eventually refurbished.

I will also be letting Scott Muir, the Transforming Dunedin representative on the CDP committee, know about this as it is also an area of interest to him professionally.

I do not expect to get a reply to this e-mail, but thought it worth mentioning.

Kind regards

A black rectangular box used to redact the sender's name and signature.

## Sandy Graham

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**From:**

**Sent:**

**To:**

**Subject:**

Friday, 20 January 2017 12:06 p.m.

Sandy Graham

Sammys - confidential.

Hi Sandy

Happy New Year and I trust this finds you well.

Legal privilege.

**Sandy Graham**

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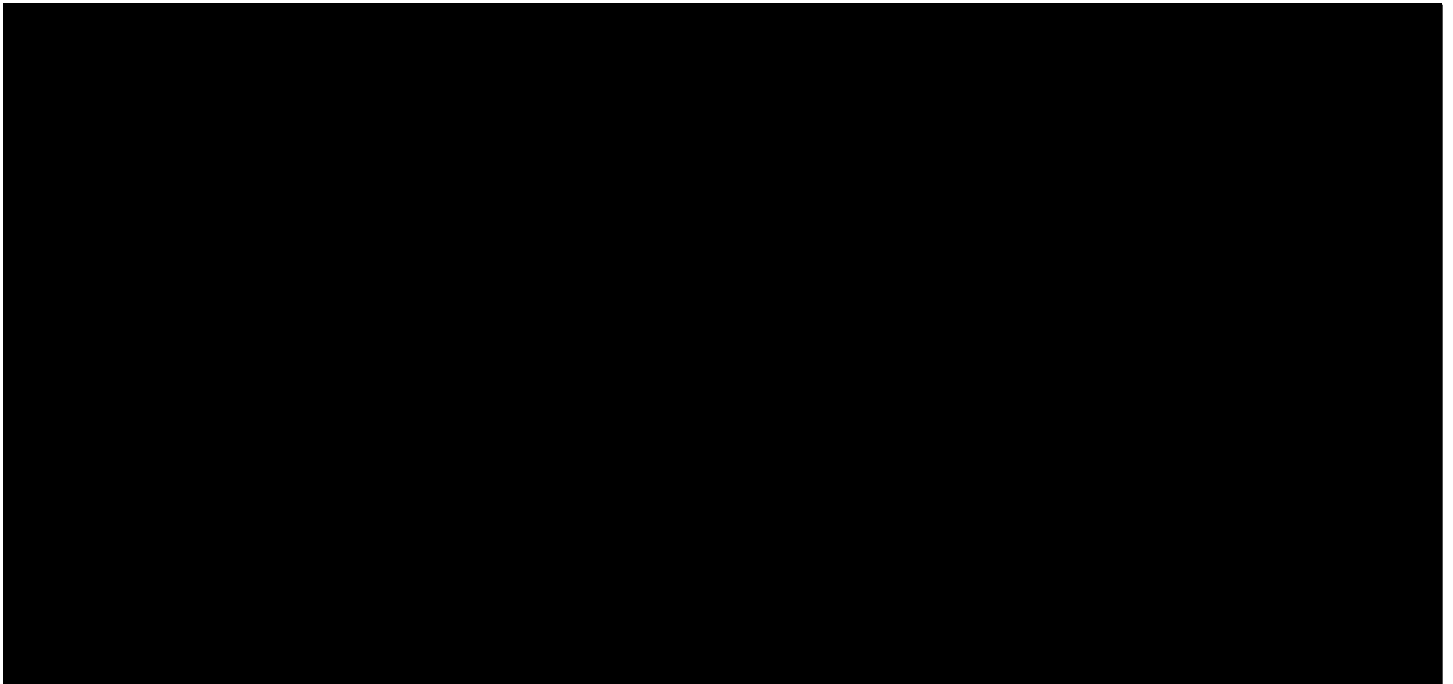
**From:** Kristy Rusher  
**Sent:** Thursday, 19 January 2017 12:25 p.m.  
**To:** Sandy Graham  
**Subject:** FW: Oakwood Properties Limited - Lease 65 Crawford Street (Sammys Land) to DCC  
**Attachments:** SAJ-092721-440-40-1 Agreement to Vary Lease Rent Holiday.pdf;  
SAJ-092721-440-38-1 Lease.pdf

CFYI – I will review on my return from my lunch break. Regards, KR

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**From:** Stephanie Judd [<mailto:Stephanie.Judd@gallawaycookallan.co.nz>]  
**Sent:** Thursday, 19 January 2017 12:12 p.m.  
**To:** Kristy Rusher  
**Cc:** Rosie Clark  
**Subject:** Oakwood Properties Limited - Lease 65 Crawford Street (Sammys Land) to DCC

Dear Kristy,



Kind Regards

**Stephanie Judd**  
Senior Solicitor

DDI 03 474 9741 | [stephanie.judd@gallawaycookallan.co.nz](mailto:stephanie.judd@gallawaycookallan.co.nz)

GALLAWAY COOK ALLAN LAWYERS  
Level 2, 123 Vogel Street | P O Box 143, Dunedin 9054, NZ | Ph 03 477 7312 | Fax: 03 477 5564

[www.gallawaycookallan.co.nz](http://www.gallawaycookallan.co.nz)

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Please note our email address suffix has changed to [@gallawaycookallan.co.nz](mailto:@gallawaycookallan.co.nz)  
Emails sent to [@gcalegal.co.nz](mailto:@gcalegal.co.nz) will be redirected.

**OAKWOOD PROPERTIES LIMITED**

**A N D**

**DUNEDIN CITY COUNCIL**

**AGREEMENT TO GRANT RENT HOLIDAY**

GALLAWAY  
COOK  
ALLAN 

THIS AGREEMENT is made the                      day of                      2017

**BETWEEN    OAKWOOD PROPERTIES LIMITED** a duly incorporated company having its registered office at Dunedin ("**Oakwood**")

**A N D        DUNEDIN CITY COUNCIL ("DCC")**

and together, "**the Parties**"

## **BACKGROUND**

- A.**     Oakwood owns the land at 65 Crawford Street, Dunedin comprised in free hold register 26463 ("**the Land**").
- B.**     Oakwood leases the Land to Hing Yum Chin, Henry Hang Yee Chin, Samuel Hang Hup Chin, Sonny Hang Sun Chin, Jones Hang Chong Chin, and Sue Zing Chin-Sew Hoy ("**the Lessee**") pursuant to registered lease number 864256 ("**the Lease**"). The term of the Lease expired on 31 December 2014 and has not been renewed. The Lessee has remained in possession of the land since the expiry of the Lease.
- C.**     The DCC has expressed an interest in purchasing the building ("**Sammys**") on the Land and taking a new lease of the Land from Oakwood.
- D.**     Oakwood agrees that should the DCC complete the purchase contemplated in paragraph C above they will grant a lease of the Land to the DCC in the form attached ("**New Lease**") and will grant the DCC a two (2) year rent holiday from 20 January 2017.
- E.**     The Parties are entering into this Agreement to record the terms on which Oakwood will grant a rent holiday.

## **OPERATIVE PART**

### **1.        AGREEMENT**

- 1.1.    In consideration for the payment by the DCC of \$1, receipt of which is acknowledged, Oakwood agrees to the matters contained in this Agreement.

### **2.        NEW LEASE**

- 2.1.    Oakwood agrees to offer the DCC a New Lease of the Land for a term of 21 years from 20 January 2017 at the rental of \$12,000.00 plus GST per annum.
- 2.2.    The parties agree that Oakwood's offer to the DCC described in clause 2.1 shall be contingent upon Sammys being sold to the DCC on or before 31 March 2017.

### **3.        RENT HOLIDAY**

- 3.1.    In this clause, "**Rent Free Period**" means the two (2) year period commencing on 20 January 2017.

- 3.2. Oakwood agrees that the DCC shall not be liable to pay rent during the Rent Free Period.
- 3.3. Notwithstanding clause 3.2, the DCC will be bound by all other terms and conditions of the New Lease during the Rent Free Period, including for the avoidance of doubt that the DCC shall be liable for all rates, taxes, charges, assessments, impositions and outgoings demanded by the Lessor in accordance with the New Lease.
- 3.4. At the expiry of the Rent Free Period Oakwood may, at its absolute discretion and without creating any binding obligation, give consideration to granting a further rent free period to the DCC.

#### **4. RENT REVIEWS**

- 4.1. The New Lease shall be subject to rent reviews every seven (7) years from the Commencement Date of the New Lease (20 January 2024 and 20 January 2031).

#### **5. ASSIGNMENT**

- 5.1. The DCC may not assign its rights under this Agreement to any other party.

#### **6. COSTS**

- 6.1. Each party shall pay their own costs, including legal costs, in connection with the preparation and execution of this Agreement.

#### **7. COUNTERPARTS**

- 7.1. This Agreement is deemed to be executed by a party if that party has executed any of the following formats of this Agreement:

- (a) An original;
- (b) A facsimile copy;
- (c) A photocopy;
- (d) A PDF or email image copy;

And if each party has executed any such format and delivered it in any such format to the other party, the executed formats shall together constitute a binding agreement between the parties.

**EXECUTED by OAKWOOD PROPERTIES LIMITED By:**

\_\_\_\_\_  
**Director**

**EXECUTED by DUNEDIN CITY COUNCIL By:**

\_\_\_\_\_



## Form F

### Lease instrument

(Section 115 Land Transfer Act 1952)

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

CFR 26463	Part	Lot 1 Deposited Plan 7347
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#### Lessor

OAKWOOD PROPERTIES LIMITED

#### Lessee

DUNEDIN CITY COUNCIL

#### Estate or Interest

*Insert "fee simple", "leasehold in lease number " etc.*

Fee Simple

#### Lease Memorandum Number (if applicable)

N/A

#### Term

Twenty-one (21) years from 20 January 2017.

#### Rental

\$12,000.00 plus GST per annum and so in proportion for any less period than a year payable by quarterly instalments on the first day of the months of January, April, July and October in each year with the first instalment to be paid on the first day of April 2017 which shall include a payment for the period 20 January 2017 till 31 March 2017 calculated proportionately based on the annual rental.

#### Lease and Terms of Lease

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule and the Lessor and the Lessee certify that this Lease is in substitution of Lease No. 864256 ("the Prior Lease") and this Lease is subject to all encumbrances, liens and interests to which the Prior Lease is subject and all encumbrances, liens and interest to which the Prior Lease is subject should be brought down on the Computer Interest Register for this Lease.

*Insert instrument type*

**Lease Instrument**

**SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS**  
**AND the Lessee doth hereby covenant with the Lessor:**

1. That the Lessee will during the first seven (7) years of the said term and at the yearly rents fixed in the manner hereinafter appearing for each successive period of seven (7) years of the said term and so in proportion for any less period than a year pay the yearly rent at the abovementioned times at the office of the Lessor in Dunedin free of exchange or any other deduction or at the option of the Lessor the Lessee will execute a valid and effective authority for automatic bank payment from the banker of the Lessee to such account as the Lessor shall nominate and will do all things necessary to arrange for such payments to commence and continue throughout the term hereof or until otherwise directed by the Lessor and will in like manner execute any necessary further authority in respect to any variation in the amount of any moneys payable hereunder and arrange for such payments to commence and continue as aforesaid.
2. In addition to the rent the Lessee shall pay to the Lessor goods and services tax payable in respect of the supply of the land and in respect of any goods and services provided by the Lessor in respect of the Land.
3. That the Lessee will pay and discharge to the Lessor upon demand by notice in writing or as otherwise directed by the Lessor all rates taxes charges assessments impositions and outgoings whatsoever which now are or which during the said term shall be rated taxed charged assessed or imposed on the said land or on the Lessor or Lessee in respect thereof by authority of Parliament, Local Authority or otherwise and will bear and perform all other duties in any other way incumbent on the owner or occupier thereof.
4. That the Lessee shall in all respects comply with the rules and regulations of any Local Authority having jurisdiction therein and will duly and faithfully observe and comply with all the requirements of any statutes statutory regulations orders bylaws or ordinances affecting or relating to the use or occupation of the said land or the trade or business carried on therein by the Lessee and will at the expense of the Lessee duly perform all works and do all acts or things which may be requisitioned or required by any competent authority in pursuance of such statutes regulations orders bylaws or ordinances.
5. That the Lessee shall not carry on, or permit, or suffer to be carried on upon the said land any noxious, noisome, offensive, or immoral activity and shall not create, permit, or suffer to be created any nuisance upon the said land and will not without the previous consent in writing of the Lessor first had and obtained make any excavations in or alter the levels of the said land or any part thereof.
6. That the Lessee will during the said term keep and maintain in good and tenantable condition and repair all buildings fences erections and drains now or hereafter erected or laid upon or under the said land.

*Insert instrument type*

**Lease Instrument**

7. That the Lessee will not subdivide the said land into smaller allotments.
8. Before commencing the erection of any building or structure on the said land the Lessee will submit to the Lessor for its approval complete working plans and specifications of such building or structure together with a copy thereof to be retained by the Lessor and the Lessee will not proceed with the erection of any such building or structure until such plans and specifications shall have been approved in writing by or on behalf of the Lessor.
9. That the Lessee will not without the previous consent in writing of the Lessor first had and obtained assign sublet or otherwise part with the possession of the said land or any part thereof or encumber the Lessee's interest therein or remove or take away any buildings or erections which are now or may hereafter be erected on the said land or any part thereof.

**AND IT IS AGREED AND DECLARED:**

10. The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the Property at the time of cancellation, or at any time after that:
  - (1) if the said rent shall be in arrears 10 working days after the same has become due and the Lessee has failed to remedy that breach within 10 working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007, subject to subsection (2) of that section;
  - (2) in case of breach by the Lessee of any covenant or agreement on the Lessee's part expressed or implied in this Lease (other than the covenant to pay the said rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007;
  - (3) if the Lessee shall make or enter into, or endeavor to make or enter into, any composition, assignment of other arrangement with or for the benefit of the Lessee's creditors; or
  - (4) in the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Lessee.

The term hereby granted shall expire on the cancellation but without prejudice to either party's rights against the other.

11. That the Lessor shall not be liable for any loss or damage sustained by the Lessee in respect of the said land or any part thereof or of any buildings erections or improvements thereon by reason of any landslip or subsidence of the said land or any part thereof or by reason of any underground drainage or through any other cause whatsoever whether occasioned by any act neglect or default of any tenants or other lands of the Lessor or of any other person or persons

*Insert instrument type*

**Lease Instrument**

whatsoever.

12. That the Lessor will not be responsible for any injury to the Lessee or any servant or licensee or invitee of the Lessee or for any damage to any goods fixtures fittings buildings improvements or other property of the Lessee caused whether directly or indirectly by the escape or seepage into the said land of any water sewerage gas or other deleterious liquid substance or thing whatsoever or fire whether such escape or seepage shall be from the premises occupied by the Lessor or from premises occupied by any other person including any licensee or tenant of the Lessor or otherwise and notwithstanding how such seepage or escape may have been caused whether by negligence of the Lessor or otherwise.
13. That the Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or any amendment or re-enactment thereof or regulations thereunder or otherwise to contribute towards the cost of erection or repair of any boundary fences between the land hereby leased and any adjoining land of the Lessor but this provision shall not enure for the benefit of any Lessee or occupier of such adjoining land.
14.
  - (1) On the expiration by effluxion of time of the term hereby granted provided the Lessee shall have duly and punctually paid the rent hereby reserved up to the date by effluxion of time of the term hereby granted whether or not such rent shall have become legally payable and shall have duly and punctually paid performed and observed all and singular the covenants conditions and agreements by the Lessee herein contained or implied the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewal lease of the land hereby demised at a rent for the first seven (7) years of the term of the renewal Lease to be determined in accordance with the said provisions for the term of twenty-one (21) years computed from the expiration of the Lease hereby granted and subject to the same covenants and provisions as this Lease including this present provision for the renewal thereof and all provisions ancillary or in relation thereto. The rent for subsequent periods of seven (7) years of the term of the Lease shall be determined in the manner provided in clause 15 hereof.
  - (2) Not earlier than nine (9) calendar months and not later than three (3) calendar months before the expiry by effluxion of time of the term of the Lease hereby granted or as soon thereafter as may be the Lessor shall cause valuation to be made by a person whom the Lessor reasonably believes to be competent to make the valuation of the fair annual rental of the land hereby demised so that the rent so valued shall be uniform throughout the first seven (7) years of the term of the renewal lease.
  - (3) In making the said valuation no account shall be taken of the value of the improvements of the Lessee on the said land.
  - (4) As soon as possible after the said valuation has been made the Lessor

*Insert instrument type***Lease Instrument**

shall give to the Lessee notice in writing informing him of the amount of that valuation and requiring him to notify the Lessor in writing within two (2) calendar months whether he will accept a renewal lease at the rent specified in the notice.

- (5) Within two (2) calendar months after the giving of that notice to the Lessee he shall give notice in writing to the Lessor stating:
- (a) That he desires to accept a renewal lease at the rent stated in the notice given to him by the Lessor; or
  - (b) That he requires the rent for the renewal lease to be determined by arbitration; or
  - (c) That he does not desire to accept a renewal lease.
- (6) If the Lessee fails to give to the Lessor within the time specified in clause 5 of this clause the notice referred to in that clause and to the intent that such time shall be deemed to be of the essence hereof he shall be deemed to have agreed to accept a renewal lease at the rent specified in the notice given to him by the Lessor.
- (7) Where the valuation of the rent payable under a renewal lease is to be determined by arbitration that valuation shall be made by two persons as Arbitrators each such person being reasonably believed by the party appointing him to be competent to make the valuation one of whom shall be appointed by the Lessor and the other by the Lessee.
- (8) The Arbitrators before commencing to make the said valuation shall together appoint a third person who shall be an Umpire as between them.
- (9) The decision of the two Arbitrators if they agree or in such respects as they agree or of the Umpire if the arbitrators do not agree or in such respects as they do not agree shall be binding on all parties.
- (10) The duty of the Umpire on reference to them of any question shall be to consider the respective valuations of the two Arbitrators in the matters in which their valuations do not agree and then to make an independent and substantive valuation and the last mentioned valuation shall be the decision of the Umpire but in giving their decisions on any questions so referred to them the Umpire shall in every case be bound to make a valuation not exceeding the higher and not less than the lower of the valuations made by the Arbitrators respectively.
- (11) The provisions herein contained for the making of a valuation shall be deemed to be a submission to arbitration under and within the meaning of the Arbitration Act 1996 or any enactment for the time being in force in substitution therefore or amendment thereof and all the provisions of any such enactment shall so far as applicable apply accordingly.
- (12) Within two (2) calendar months after the making of the said valuation and

*Insert instrument type***Lease Instrument**

the giving of notice thereof to the Lessee the Lessee shall give notice in writing signed by the Lessee or by agent duly authorised in that behalf and delivered to the Lessor stating whether the Lessee desires to have a renewed lease of the land and to the intent that time hereof shall be deemed to be of the essence as to the right of the Lessee to obtain a renewal lease of the land hereunder.

- (13) Any such notice may be given by the Lessee within the time aforesaid although the term hereby granted has already expired by effluxion of time or although the said valuation has not been made or notice thereof has not been given to the Lessee until after the expiration of the said term by effluxion of time unless before the giving by the Lessee of such notice the Lessee has given up to the Lessor the possession of the said land or has been duly ejected therefrom in pursuance of the judgement or order of any Court of competent jurisdiction.
- (14) If the Lessee fails within the time aforesaid to give any notice under clause 12 of this clause as to whether he desires a renewal lease of not or if he gives notice in writing signed by himself or by his agent duly authorised in that behalf that he does not desire a renewal lease his right to a renewal lease shall cease on the expiry of the time aforesaid or on the date at which the notice is received by the Lessor as the case may be.
- (15) Any notice by the Lessee under clause 5 or clause 12 of this clause of the desire of the Lessee to have a renewal lease shall be deemed to constitute a contract between the Lessor and Lessee for the granting and acceptance of a renewal lease at the rent accepted by the Lessee or determined by arbitration as the case may be for the first seven (7) years of the term thereon and subject to the covenants and provisions referred to in clause 1 of this clause.
- (16) The term of any such renewed lease shall run from the date of the expiration of the Prior Lease and the rent thereunder shall accrue as from the said date instead of the rent reserved in the Prior Lease notwithstanding the fact that the renewed lease may not be executed until after that date.
- (17) If the Lease hereby granted is not renewed in accordance with the foregoing provisions or if it is determined by forfeiture re-entry or otherwise all buildings and improvements on the said land shall absolutely revert to the Lessor free from any payment or compensation whatever. The Lessee shall be liable to pay to the Lessor the rent reserved in the Prior Lease up to the date the said building and any improvements on the land shall revert to the Lessor as aforesaid.
- (18) Any notice required to be given to the Lessee in accordance with the foregoing provisions shall be given in the manner prescribed in sections 353 and 354 of the Property Law Act 2007.
- (19) Nothing in the foregoing provisions shall exclude or restrict the right of

*Insert instrument type***Lease Instrument**

the Lessee to obtain relief against any forfeiture or determination of the Lease or of the right to a renewal thereof in the same cases and on the same conditions as if the Lease has been granted otherwise than in the execution of statutory powers in that behalf.

- (20) The expression "Lessor" as herein used includes the successors and assigns of the Lessor and the expression "Lessee" as herein used includes the executors, administrators, successors and assigns of the Lessee.
15. (1) Not earlier than nine (9) months and not later than three (3) months before the expiry by effluxion of time of any such period of seven (7) years (not being the last such period of the term of the Lease) or as soon thereafter as may be the Lessor shall cause a valuation to be made by a person whom the Lessor reasonably believes to be competent to make the valuation of the fair annual rent of the land for the next ensuing period of the term of the Lease so that the rent so valued shall be uniform throughout the whole of that ensuing period.
- (2) As soon as possible after that valuation has been made the Lessor shall give to the Lessee notice in writing informing him of the amount of that valuation and requiring him to notify the Lessor in writing within two (2) months whether he agrees to the amount of that valuation or requires that valuation to be determined by arbitration in accordance with clause 3 of this clause.
- (3) Within two (2) months after the giving of that notice to the Lessee he shall give notice in writing to the Lessor stating whether he agrees to the valuation specified in the notice given to him or requires that valuation to be determined by arbitration. If he so requires that valuation shall be determined in accordance with the provisions of clause 14 hereof which shall with the necessary modifications apply as if the valuation were being made to determine the rent payable under a renewal lease.
- (4) If the Lessee fails to give to the Lessor within the time specified in clause 3 of this clause and to the intent that such time shall be deemed to be of the essence hereof the notice referred in that clause he shall be deemed to have agreed to the valuation set out in the notice given to him under clause 2 of this clause.
- (5) The yearly rent so valued shall be the yearly rent payable hereunder for the said succeeding period of seven years and shall be binding on both the Lessor and the Lessee and unless and until either party shall at any time require that a Memorandum of Variation of this lease shall be entered into such variation to be prepared by the Solicitors for the Lessor at the cost of the Lessee the Award of the Valuer or Arbitrators as applicable shall be conclusive evidence of the rent payable for the period of seven years to which it relates.

16. That the covenants and provisions implied in Leases by the Land Transfer Act

*Insert instrument type*

**Lease Instrument**

1952 and Property Law Act 2007 or any statutory modification or amendment thereof shall be negated or modified in respect of this Lease insofar as the same are or may be inconsistent with the modifications hereby made or the covenants and provisions herein expressed.

17. The Lessee will pay the costs of the solicitors for the Lessor for the preparation and engrossment of the within Lease and any variation or renewal thereof and will pay all stamp duty and registration fees incidental thereto and if and as often as the Lessee shall have become in default hereunder will pay the costs of the Lessor (as between solicitor and client) of and incidental to the enforcement or attempted enforcement by the Lessor of its rights remedies and powers hereunder including the giving of all notices under the Property Law Act 2007 and any other statutes or regulations as the case may require.
18. In this Lease the term "Working Days" has the meaning given to it in the Property Law Act 2007.
19. The Lessee accepts this lease of the land as Lessee subject to the conditions restrictions and covenants set out above and requests that the Registrar-General of Lands note that this Lease is in renewal of Memorandum of Lease No. 864256 (by way of substitution).



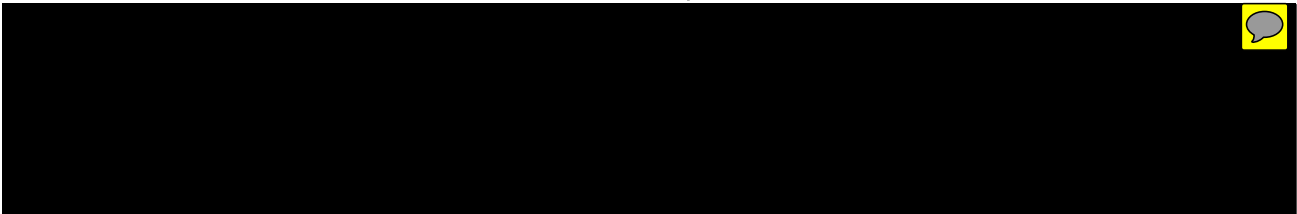
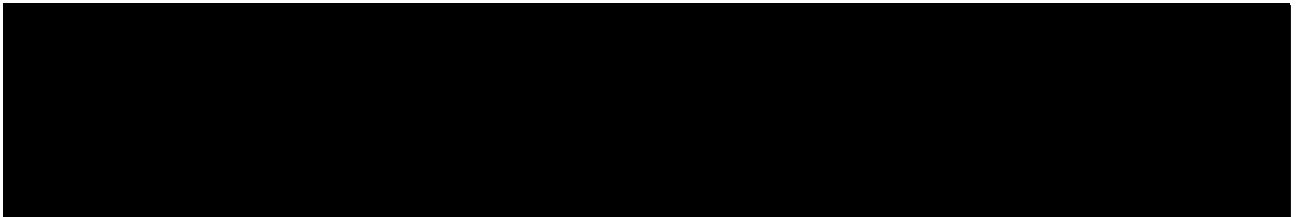
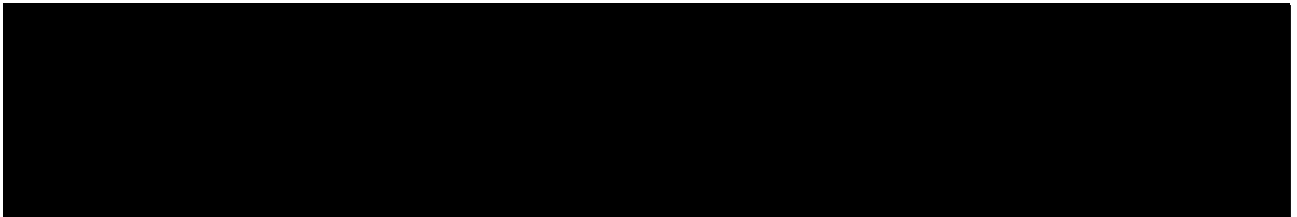
**Sandy Graham**

Legal privilege

**From:** Karilyn Canton  
**Sent:** Tuesday, 20 December 2016 01:32 p.m.  
**To:** Kristy Rusher; Sandy Graham  
**Cc:** Ruth Stokes; Sue Bidrose  
**Subject:** WIP contract - "hot" files

Hi Kristy and Sandy

I will leave a hardcopy of my WIP on your desks. This is so that, if you need to when I am away, you can see where a matter is up to. I have highlighted in green the files that are most likely to need attendance while I am away. Kristy, the ones that will definitely need your attendance while I am away are:

1. 
2. **Purchase of Sammies** - This has just come in today. It looks straight forward. DCC is purchasing the leasehold from CJ Jones in a back to back agreement from the existing owner to CJ Barnes. It does however contain **conditions that will need to be met by 5pm on 22 January**. Settlement is due on 1 February. I have printed out the key dox and will leave them on your desk.
3. 
4. 
5. 


Hope you have a great holiday. Will see you when I am back on 23 Jan.

Kind regards  
Karilyn

Karilyn Canton  
In - House Legal Counsel, Corporate Services  
Dunedin City Council

50 The Octagon, Dunedin; P O Box 5045, Moray Place, Dunedin 9058, New Zealand  
Telephone: 03 474 3778; Fax: 03 474 3488  
Email: [karilyn.canton@dcc.govt.nz](mailto:karilyn.canton@dcc.govt.nz)



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