

LICENCE TO OCCUPY

Charles Street, Ōamaru



DATED this _____ day of _____

PARTIES

- (1) **WAITAKI DISTRICT COUNCIL** ("Licensor")
- (2) **XXXXXXX** ("Licensee")

BACKGROUND

- A. The Licensor is the owner of Lot 50 Deposited Plan 12035 located at Charles Street, Ōamaru.
- B. The Licensor and the Licensee have agreed that the Licensee will receive a non-exclusive licence to use the Council land as described in Schedule 1 and indicated on the plan attached to this License.
- C. The parties have entered this license to record the terms and conditions on which the Licensee may use the License Area.

Executed as an agreement.

Signed for and on behalf of **Waitaki District Council** as
Licensor under delegated authority by:

Authorised signatory

Name:

Position:

Date:

In the presence of:

Witness signature

Full Name:

Occupation:

Address:

Signed for and on behalf of **XXXXXXX** by:

Authorised signatory

Name:

Date:

In the presence of:

Witness signature

Full Name:

Occupation:

Address:

SCHEDULE 1

(Reference Schedule)

LAND STATUS	Fee Simple	
LAND	Lot 50 Deposited Plan 12035 with a land area of 2.7926ha and recorded in Certificate of Title OT4D/126	
LICENCE AREA	Part Lot 50 Deposited Plan 12035 located at Charles Street, Ōamaru being approximately 1.42ha and outlined in blue as attached in Schedule 3.	
TERM	The Initial Term together with any Renewal Term(s) (where exercised by the Licensee under this Licence).	
COMMENCEMENT DATE	1 September 2025	
FINAL EXPIRY	30 August 2035	
RIGHT OF RENEWAL	Nil	
LICENCE FEE	\$TBC plus GST per annum if demanded, subject to review in accordance with clause 1.	
RENT REVIEW DATES	1 September 2030	
PERMITTED USE	Grazing of sheep or miniature horses	
LICENSOR CONTACT DETAILS	Address	Waitaki District Council 20 Thames Street Ōamaru 9400
	Phone	03 433 0300
	Department	Commercial and Property
	Email	property@waitaki.govt.nz
LICENSEE CONTACT DETAILS	Address	
	Email	
	Phone	

SCHEDULE 2

1 LICENCE FEE AND EXPENSES

- 1.1 The Licensee shall pay the licence fee annually in advance, on the first day of July in each year, with the first payment being due and payable on the commencement date, being 1 July 2025.
- 1.2 The Licensee may review the Licence Fee on the rent review dates by giving the Licensee notice of the new Licence Fee. If the new Licence Fee is not accepted the Licensee may terminate this Licence by giving one (1) months' notice in writing.
- 1.3 During the term of the Licence, the Licensee shall not be liable for the payment of any rates which may be payable in respect of the land. However, should water charges become charged, the Licensee shall be liable for the payment of these charges.

2 USE OF LAND

- 2.1 The Licensee is only allowed to use the Licence Area for the Permitted Use shown in Schedule 1. The right to use the Licence Area for the Permitted Use:
 - (a) Does not give the Licensee exclusive rights to the Licence Area and the Licensee shall always respect the public right of access.
- 2.2 The Licensee will not carry out, or allow to be carried out, any commercial activity or any other activity not specified in Schedule 1 on the Licence Area without prior written approval from the Licensor.
- 2.3 The Licensee will ensure all stock are in good health and not in a distressed state. All stock that die on the land are to be immediately removed from the land.

3 MAINTENANCE

- 3.1 The Licensee shall during the continuance of this Licence, manage the land for the purpose specified in clause 2, including complying with all appropriate bylaws and regulations and shall at all times to the satisfaction of the Licensor:
 - 3.1.1 Keep in good order, repair and condition, all fences and gates to a stock proof condition.
 - 3.1.2 Keep in good order and repair troughs, piping, and trough surrounds, all gateways and yards now or at any time during the Term being upon the Licenced Land.
 - 3.1.3 Keep all live fences and hedges, cut and trimmed.
 - 3.1.4 Keep all drains, ditches and water courses, open, clean and clear of weeds.
 - 3.1.5 The Licensee shall not excessively de-pasture the land to the point where rainwater run-off is excessive or damage to the grass cover results.
 - 3.1.6 Ensure no excessive growth or other fire risks are allowed to develop.
 - 3.1.7 Keep the Licence Area free from rubbish and other unsightly or offensive material.
 - 3.1.8 Take all steps necessary to protect and maintain any standing timber or trees.

- 3.1.9 Keep the land clear from all noxious weeds, rabbits and vermin and fully comply with the provisions of the Biosecurity Act 1993 and any notices or demands lawfully made or given under the Act or any other relevant statute.

4 NON-PERMITTED ACTIONS

- 4.1 The Licensee shall not at any time, without the prior written consent of the Licensor:
 - 4.1.1 Erect, build or place any building or other structure nor plant any tree, shrub or other plant on the land.
 - 4.1.2 Cut down or destroy any standing timber or trees on the land.
 - 4.1.3 Remove timber from the land.
 - 4.1.4 Damage or destroy any natural, scenic, historic, cultural, archaeological, biological, geological or other scientific features or indigenous flora and fauna on the land.
 - 4.1.5 Assign, transfer, sublease, mortgage, charge or otherwise deal with the land.
 - 4.1.6 Disturb the land by way of cultivating, excavating or removing materials.

5 NUISANCE

- 5.1 The Licensee shall not do or suffer anything in or upon the land which may be or become a nuisance or annoyance or cause of damage to the owners or occupiers of other property in the neighbourhood.
- 5.2 The Licensee acknowledges the Licensor's obligations under the Utilities Access Act 2010 and agrees not to do or allow anything that may compromise utility operators reasonable access to the land.

6 LICENSEE TO INDEMNIFY THE COUNCIL

- 6.1 The Licensee shall indemnify the Licensor against all and any claims, suits, actions or other proceedings that may be brought against the Licensor because of any breach or non-observance of any covenants the Licensee is required to perform in accordance with this Agreement.

7 TERMINATION

- 7.1 This Agreement may be terminated by either party giving one month's notice in writing to the other.
- 7.2 Upon the termination of this Agreement, the Licensee, at the request of the Licensor, shall within one month's from the date of the notice issued in accordance with clause 7:
 - 7.2.1 Remove from the land, all property of the Licensee and shall leave the land in a clean and tidy condition, acceptable to the Licensor.

- 7.2.2 If any such property has not been removed within such period of one month's, it may be disposed of by the Licensor and costs incurred by Licensor will be recoverable from the Licensee.

8 FAILURE TO COMPLY

- 8.1 If the Licensee fails to comply with any of the covenants of this Agreement, the Licensor may do anything required to remedy that failure and charge to the Licensee, the reasonable cost of the work. Payment by the Licensee to the Licensor of any sums under this clause shall be treated as licence fees and the Licensor, in the event of non-payment by the Licensee, may pursue those sums as arrears of licence fees.

9 OFFICIAL INFORMATION LEGISLATION

- 9.1 The parties acknowledge that the Licensor is subject to the Local Government Official Information and Meetings Act 1987 (LGOIMA) and that under that Act, the Licensor may be required to release information about this Agreement.

10 SPECIAL CONDITIONS

- 10.1 The Licensee acknowledges that the primary purpose of the Land is a park and public access to the Land is permitted at all times.
- 10.2 The Licensee shall make no claim against the Council on account of any such entry or use by the Council or on account of any unauthorised or authorised entry by any other person.

