

LICENCE TO OCCUPY

12 Redcastle Road, Ōamaru



DATED this _____ day of _____

PARTIES

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

BACKGROUND

- A. The Licensor is the owner of Section 22 Block I: Town of Ōamaru located at 12 Redcastle Road, Ōamaru.
- B. The Licensor and the Licensee have agreed that the Licensee will receive a non-exclusive license to use the Council land as indicated on the plan attached to this license.
- C. The parties have entered this license to record the terms and conditions on the 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 **NAME** by:

Authorised signatory

Name: []

Position: []

Date:

In the presence of:

Witness signature

Full Name:

Occupation:

Address:

SCHEDULE 1

(Reference Schedule)

SITE	Part Section 22 Block I Town of Ōamaru located at 12 Redcastle Road, Ōamaru being approximately 1.3ha and outlined in red as attached in Schedule 3.	
LICENCE AREA	Shaded in blue and shown in Schedule 3	
COMMENCEMENT DATE	DD MM 2025	
TERM	Two (2) years.	
TERM EXPIRY	DD MM 2027	
RIGHT OF RENEWAL	One of two (2) years	
FINAL EXPIRY	DD MM 2029	
LICENCE FEE	\$\$\$\$ plus GST per annum, subject to review in accordance with clause 1.	
RENT REVIEW DATES	DD MM 2027	
PERMITTED USE	Grazing (TBC)	
LANDLORD'S CONTACT DETAILS:	Address	Waitaki District Council 20 Thames Street Ōamaru 9400
	Phone	03 433 0300
	Department	Property
	Email	property@waitaki.govt.nz
TENANT'S CONTACT DETAILS:	Address	
	Email	

SCHEDULE 2

1 LICENCE FEE AND EXPENSES

- 1.1 The Licensee shall pay the licence fee annually in advance, on the first day of MM in each year, with the first payment being due and payable on the commencement date, being 1 MM 2025.
- 1.2 The Licensor may review the Licence Fee at the end of the term and, on each extension, give the Licensee notice of the new Licence Fee. If the new Licence Fee is not accepted the Licensee may terminate this Licence as per clause 7.
- 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.

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 does not give the Licensee exclusive rights to the Licence Area.
- 2.2 The Licensee will not carry out, or allow to be carried out any other activity not specified in Schedule 1 on the Licence Area without prior written approval from the Licensor.
- 2.3 The Licensee will cause all stock to be 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 Schedule 1, 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 and repair and to a stock proof condition, all fences and gates.
 - 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 Ensure no excessive growth or fire risk is allowed to develop.
 - 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 Keep the Licence Area free from rubbish and other unsightly or offensive material.
 - 3.1.7 Take all steps necessary to protect and maintain any standing timber or trees.
 - 3.1.8 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.

3.1.9 Keep in good order and repair other structures and improvements to the land excluding those identified in clause 3.2.

3.2 The Council shall during the continuance of this Licence maintain:

3.2.1 The track to the water pump station to the standard necessary for operating that station.

3.2.2 The mowing of the berm outside the licenced area.

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, permanent fence 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.

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 two (2) months' notice in writing to the other.

7.2 Upon the termination of this Agreement, the Licensee, at the request of the Licensor, shall within three months from the date of the notice issued in accordance with clause 9:

- 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 Licenser.
- 7.2.2 If any such property has not been removed within such period of two month's, it may be disposed of by the Licenser and costs incurred by Licenser 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 Licenser 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 Licenser of any sums under this clause shall be treated as licence fees and the Licenser, 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 Licenser is subject to the Local Government Official Information and Meetings Act 1987 (LGOIMA) and that under that Act, the Licenser 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 water pump station.
- 10.2 The Council or it's invitees may enter onto and use the licenced land for the purposes of gaining access to or maintaining access to the water pump station, or any other purpose, at any time it thinks fit, and 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 entry by any other person.

SCHEDULE 3

Part Section 22 Block I Town of Ōamaru located at 12 Redcastle Road, Ōamaru outlined in red with the licenced part shaded in blue

