

24 June 2025

Antony Shaw

s7(2)(a)

Dear Antony

Request for Information – Local Government Official Information and Meetings Act (LGOIMA) 1987

We refer to your official information request made by phone on 23 May 2025, asking for:

A copy of all applications for license to occupy that have been submitted and approved and all actual licenses to occupy issued in relation to the title adjoining 5 Cheviot Road from 2010.

Answer:

In response to your request, please refer to appendix 1 below which details the documents in scope of your request. These have been released to you in full, without redaction.

Please note, the dates specified in the below appendix are only reflective of the dates that a document was generated and might not accurately capture the date a document was issued.

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.

Please note that this response to your information request may be published on Hutt City Council's website: [Proactive releases | Hutt City Council](#)

Yours sincerely

Rebekah van der Splinter

Senior Advisor, Official Information and Privacy

Appendix 1: Documents for release

Number	Document type	Title	Date*	Withholding grounds
1	Picture	5 Cheviot Road, Lowry Bay: Lot 2 DP 397111: Title 387293	21 January 2011	Released to you in full
2	Email chain	Licence To Occupy Council Land Adjoining 5 Cheviot Road, Lowry Bay	25 January 2011	Released to you in full
3	Document	Licence To Occupy Drainage Reserve	17 February 2011	Released to you in full
4	Letter	Licence To Occupy Council Land Adjoining 5 Cheviot Road, Eastbourne	21 February 2011	Released to you in full
5	Document	Licence To Occupy Drainage Reserve (Signed)	25 February 2011	Released to you in full
6	Document	Workflow cover sheet (L11/53)	25 February 2011	Released to you in full

7	Letter	Licence To Occupy Council Land Adjoining 5 Cheviot Road, Eastbourne	18 March 2011	Released to you in full
8	Document	Workflow cover sheet (L11/79)	29 March 2011	Released to you in full
9	Letter	Licence To Occupy Council Land Adjoining 5 Cheviot Road, Eastbourne	30 March 2011	Released to you in full
10	Memorandum	DEBTOR – David Taylor & Myung Licence to Occupy – 5 Cheviot Road, Eastbourne Encroachment Type – Fenced Land GL Account – 1.5150.1006	30 March 2011	Released to you in full

Keesing McLeod
Barristers and Solicitors

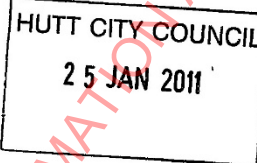
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45 Knights Road Lower Hutt 5010
PO Box 30342 Lower Hutt 5040
New Zealand DX RP42010
Email info@keesingmcLeod.co.nz

P +64 4 569 8059 F +64 4 569 8035

21 January, 2011

The Encroachments Officer
Hutt City Council
Private Bag 31912
Lower Hutt 5040

Fax: 569 4290



Dear Sir/Madam

5 Cheviot Road, Lowry Bay: Lot 2 DP 397111: Title 387293

1. We act for David William Taylor and Myung Kyu Kim who have conditionally agreed to acquire the residential property situated at 5 Cheviot Road, Lowry Bay, Lower Hutt.
 2. The current owners, Robert Noel Barlow and Norah Kathleen Barlow have a Licence to Occupy the adjoining drainage reserve dated 25 February 2005. We note the Licence is not assignable.
 3. Please advise urgently:
 - 3.1 Whether Council will surrender the existing Licence and grant a replacement Licence to our clients commencing 23 February 2011.
 - 3.2 If so, the Licence fee for the 3 year period commencing 23 February 2011, and
 - 3.3 Whether the Licence can include that part of the drainage reserve delineated ~~green~~ yellow on the attached plan.
- If you require any further information would you please liaise with the writer.

Yours faithfully
Keesing McLeod

NJ Comerford
john.comerford@keesingmcLeod.co.nz
njc/vw 30896.5

Partners Peter McLeod John Comerford Jamie Steele

Associate Ben Davie

From: [Irene Hill](#)
To: john.commerford@keesingmcleod.co.nz
Subject: LICENCE TO OCCUPY COUNCIL LAND ADJOINING 5 CHEVIOT ROAD, LOWRY BAY
[att621a3.jpg](#)
Attachments: [LIC TO OCC DRAIN RES TEMPLATE FEB10.doc](#)
[20110125123041454.pdf](#)

Hi John

Thank you for your letter dated 21 January 2011 regarding the above matter.

As discussed, I confirm that Council will issue a new licence to the new owners of 5 Cheviot Road (Mr Taylor and Ms Kim) once the name has changed on the title for 5 Cheviot Road.

The licence fee is currently \$58.00 including GST. I have attached the licence agreement that your clients will need to sign and return.

As advised, the Council can not licence the area shown in yellow to your clients as the neighbouring property owner at 9 Cheviot Road has a licence for part of the area - please refer to the attached aerial photo that shows the area the neighbouring owner is allowed to occupy. The remainder of the area can be maintained by your clients if they purchase the property (as do the Barlows) but Council has agreed not to licence this area.

If you have any further queries please feel free to contact me.

Kind regards

IRENEHILL
PROPERTY OFFICER

1 Market Grove, Hutt City, Private Bag 31912, Lower Hutt
DDI 04 569 0723M 027 440 3046 F 04 566 1022

urbanplus provides social housing to the people of the Hutt Valley.
urbanplus is a Council Controlled Trading Organisation wholly owned by Hutt City Council.

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Thank you.

Hutt City Council

and

[Licencee(s)]

LICENCE TO OCCUPY
DRAINAGE RESERVE

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

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LICENCE TO OCCUPY DRAINAGE RESERVE dated

20____

PARTIES

1. **Hutt City Council** a body corporate pursuant to the Local Government Act 2002 (the Council)
2. **[Licencee(s)] of [address]** (the Licensee)

BACKGROUND

- A. The Council owns and controls various land within its District pursuant the Local Government Act 1974 and the Local Government Act 2002, such land being used for drainage reserve purposes.
- B. The Licensee owns an adjacent property or one close to the Land.
- C. The Council has agreed to grant a licence to the Licensee to occupy the Land while the Licensee owns the Property.
- D. The parties agree that the licence is granted on the terms and conditions set out in this licence.

AGREEMENT

1. Definitions and Interpretation

- 1.1** In this licence the following distributions apply:

Commencement Date means Date set out in Item 5 of the Schedule.

Default Interest means an interest rate of 12%.

Due Date(s) means the date or dates upon which payment of monies for or towards the Licence Fee are to be made as set out in Item 6 of the Schedule or as amended in accordance with clause 5.

GST means the tax on supply of goods and services imposed by the Goods and Services Tax Act 1986 or any amendment or re-enactment of it.

Improvements means any structures, fixtures, fittings, improvements or plantings erected or situated on land.

Land means that part of the land owned by the Council at the address shown in Item 1 of the Schedule.

Licence Fee means the fee shown in Item 2 of the Schedule subject to variation in accordance with clause 5.

Permitted Use means the purposes of encroachment described in Item 3 of the Schedule.

Property means the property described in Item 4 of the Schedule which must be owned by the Licensee during the continuation of this licence in terms of clause 16.1.

1.2 In this licence unless the context otherwise requires:

- a. Where obligations bind more than one person those obligations bind those persons jointly and severally.
- b. The benefits and burdens shall be binding upon the parties and their respective successors and personal representatives, and references to the parties shall be construed accordingly.
- c. Clause headings are included for ease of reference only and will not affect its construction or interpretation.
- d. A reference to a statute includes any statute passed by way of amendment or in substitution for that statute, or incorporating any of its provisions to the extent that they are incorporated, and all statutory regulations under any such statute.

2. Licence

Grant of Licence

- 2.1 The Council grants to the Licensee and the Licensee accepts a licence to occupy the Land, on the terms and conditions set out in this licence.
- 2.2 This Licence does not create a lease, tenancy or interest in the Land.

Council's Capacity

- 2.3 The Council enters this licence in its capacity as land owner and not as regulatory authority. Any consent or approval given by the Council in its capacity as land owner

will not be deemed to waive or imply Council's consent or approval in its capacity as a regulatory authority.

- 2.4 By granting this licence, the Council does not warrant that the Land, is suitable for the Permitted Use. The Licensee must satisfy itself that the Land is suitable for the Permitted Use and that any required Resource Consents, within the definitions set out in s 87 Resource Management Act 1991, are in place if applicable.

3. **Term**

- 3.1 The term of this licence will commence on the Commencement Date and continue until the date of termination of this licence under clause 14, 15 or 16 ("Term").

4. **Execution of Licence**

- 4.1 The Licensee must arrange for this licence and any other related documents to be signed and redelivered to the Council within 30 days of receipt of the licence and any other related documents.

5. **Payment and variation of Licence**

- 5.1 The Licensee will pay the Licence Fee to the Council on the Due Date(s).
- 5.2 The Council may, from time to time at the Council's sole discretion, vary:
- a. The Licence Fee by ordinary resolution of the Council;
 - b. The Due Date(s);
 - c. The number and amount of payments throughout a year.
- 5.3 The Council will give the Licensee one month's written notice of any change effected in accordance with clause 5.2 and the change will take effect on and from the date specified in that notice (Effective Date).
- 5.4 Where the Effective Date occurs after the Due Date and:
- a. the Licence Fee has increased, the Council will invoice the Licensee for the additional amount payable by the Licensee for the period from the Effective Date until the next Due Date and the Licensee will pay the additional amount on or before the date specified in the invoice; or

- b. the Licence Fee has decreased, the Council will credit the amount of the decrease in respect of the period from the Effective Date until the next Due Date against the Licence Fee due on the next Due Date.

5.5 The Council may at its sole discretion, at any time revise any other terms of this licence or impose special conditions in respect of this licence to reflect any change in the Council's policy. The Council will give written notice to the Licensee of any such revision of terms or special condition (in accordance with clause 18). The revised terms or special condition will take effect from the date specified in the notice.

6. Default Interest on overdue Licence Fee

6.1 If the Licensee does not pay the Licence Fee on or before the Due Date in any year during the Term, then the Licensee will pay Default Interest to the Council.

7. Permitted Use and Access by the Council

7.1 The Licensee will use the Land only for the Permitted Use. The Licensee acknowledges that stormwater pipes or other Council services may be located within and under the Land, and that it is essential that Council's access to any such services (for any purpose, including but not limited to maintenance, renewal work or future construction) is not hindered in any way by the Licensee's use of the Land pursuant to this agreement.

Council's right of entry

7.2 The Licensee acknowledges that Council (in its regulatory capacity), together with its agents and employees, has the right to enter onto the Land from time to time in connection with the Land's function as drainage reserve, pursuant to the Local Government Act 1974 and the Local Government Act 2000.

8. Utilities

8.1 The Licensee will pay directly to the relevant utility supplier all charges for utilities consumed by the Licensee on the Land, including gas, telecommunications, electricity and water.

9. Maintenance, Repair, Alterations and Other Obligations of the Licensee

Licensee not to erect, locate or permit any Improvements on the Land

9.1 The Licensee will not erect, locate or permit any Improvements upon the Land, other than existing Improvements which are on the Land at the Commencement Date

("Existing Improvements"). Other than Existing Improvements, the Licensee must keep the Land clear of any obstructions at all times. The Licensee may be required to remove any Improvements (including Existing Improvements) pursuant to clause 12.6 herein.

- 9.2 The Licensee may not erect any fencing on the Land without the prior written consent of the Council (which the Council may, in its sole discretion, give or withhold), and must specify in particular the location of the proposed fencing when applying for such consent. The Licensee must obtain any building consents as may be necessary, in the event that the Council (as landowner) consents.

Licensee to keep the Land and any existing Improvements in good repair

- 9.3 The Licensee will keep the Land and any Existing Improvements upon the Land in good order, repair and condition to the reasonable satisfaction of the Council.

The Licensee's further maintenance and repair obligations

- 9.4 The Licensee will at all times, at the Licensee's expense:
- a. keep the Land and any Existing Improvements clean, tidy, free and clear from all rubbish and noxious plants to the Council's reasonable satisfaction; and
 - b. comply with any law, bylaw or other statutory requirement of any competent authority that affects this licence, or is done or to be done under it, or that relates to the Licensee's occupation or use of the Land, and the Licensee must tell the Council immediately if the Licensee becomes aware of any requirement of that type; and
 - c. without limiting the scope of clause 9.4b., ensure that any Existing Improvements comply with relevant laws, bylaws or other statutory requirements including, without limitation the Building Act 2004. The Council may, from time to time, require the Licensee to obtain at the Licensee's cost a written report from a suitably qualified expert, addressed to the Council confirming that any Existing Improvements comply with the requirements of all relevant laws, bylaws or other statutory requirements; and
 - d. the Licensee is responsible for the cost of:
 - i. repair of damage caused by land slips; and
 - ii. work required to remedy and prevent land slips,

caused by the Licensee's use of the Land.

9.5 The Licensee shall not:

- a. Remove or destroy any existing native bush or trees within the Land or adjacent areas not being the Property;
- b. Plant any additional trees, bushes, shrubs or the like within the Land, without the prior written consent of the Council (which the Council may, in its sole discretion, give or withhold), and must specify in particular the location and type of the proposed planting when applying for such consent;
- c. Unreasonably interfere with the rights of other persons, including the Council, lawfully using or occupying any land adjacent to the Land;
- d. Call upon the Council to contribute toward the maintenance or erection of any fence or fences on the boundaries of the Land or any adjacent land owned by the Council.

9.6 The Licensee shall ensure that any employees, invitees or other persons comply with the obligations of this clause 9

Council's right of inspection and notice to remedy default

9.7 The Council (as landowner) and the Council's employees, contractors and invitees may at all reasonable times enter the Land to view the condition of the Land and any Improvements. If the Council gives the Licensee written notice of any failure on the part of the Licensee to comply with the requirements of clauses 9 herein the Licensee will, with all reasonable speed, remedy those defaults.

10. Nuisance or Annoyance

10.1 The Licensee will not do anything nor permit to be done anything on the Land which causes nuisance or annoyance to the Council or any neighbour to the Property or other Licensee of the Council.

11. Indemnity and Liability

11.1 The Licensee indemnifies the Council for all liability, loss, or damage or expense arising from:

- a. the Licensee's occupation or use of the Land or any Improvements; and

- b. something either the Licensee or someone the Licensee is responsible for does or fails to do.

11.2 The Council will not be liable to the Licensee for any loss or damage suffered by the Licensee or the Licensee's invitees, employees, agents or contractors or to any Improvements, or to any other property as a result of the Licensee's or any other person's use of the Land or any Improvements. The Licensee acknowledges that it uses the Land and any Improvements entirely at its own risk in all respects.

12. Undertaking Works on the Land

12.1 Definition of Works

In this licence **Works** means:

- a. any excavation or alteration of all or any part of the Land; and
- b. any activity that may disrupt, damage or interfere with existing utilities or services (for example water, gas, telecommunications, electricity, waste), to or through the Land.

Consent required

12.2 The Licensee must obtain the Council's prior written consent (which the Council may, in its sole discretion, give or withhold) in its capacity as land owner before the Licensee commences any Works on the Land. The Council will be entitled to have due regard to the design of the Licensee's proposed Works and may impose any conditions on its approval as the Council considers appropriate.

Regulatory consent

12.3 The Licensee must also apply for the consent of the Council in its capacity as a regulatory authority, and obtain all necessary consents to permit the use of the Land and completion of Works in accordance with the requirements of the Resource Management Act 1991, the Building Act 2004 and all Hutt City Council bylaws.

Health and safety

12.4 The Licensee must comply with the Health and Safety in Employment Act 1992 in carrying out Works and fully indemnifies the Council against liability under that Act

Completion certificates

- 12.5 When the Works are complete, the Licensee must obtain from the Council (in its regulatory capacity) a code compliance certificate for the completed Works under the Building Act 2004 if required under that Act.

Council may require removal of Works and/or Improvements

- 12.6 The Council may, at any time, at the Council's sole discretion require by notice in writing that any Works and/or any Improvements (including Existing Improvements) are removed from the Land. The Licensee will make good any damage caused to the Land by the Works and/or any Improvements to the satisfaction of the Council at the Licensee's cost. If the Licensee does not comply with its obligations under this clause by the date specified in the Council's notice, the Council may undertake the removal and make good any damage caused to the Land by the Works and/or any Improvements. The Council may recover the actual and reasonable cost of doing so from the Licensee. The Licensee will pay such costs to the Council immediately upon demand in writing by the Council.

13. No Assignment and Obligation to Notify

Licensee not to assign

- 13.1 This licence is personal to the Licensee and the Licensee will not:
- a. transfer, assign, charge or otherwise deal with this licence; or
 - b. sub-license the Land or any Improvements or otherwise part with possession of the Land or any Improvements.
- 13.2 The Licensee must notify any prospective purchaser of the Property of the encroachment permitted by this Licence, of the personal nature of this Licence, its non-assignability and the termination of this licence under clause 16.

14. Termination by the Council

Termination on three month's notice

- 14.1 The Council may, at any time, terminate this licence by giving the Licensee at least three month's written notice.

Termination for breach

14.2 The Council may terminate this licence immediately by written notice if:

- a. The Licence Fee, utility charges for services to the Land, or any other money payable under this licence, is in arrears and unpaid for 14 days, whether demanded or not;
- b. The Licensee abandons the Land; or
- c. The Licensee disposes of its interest in the Property and/or any Improvements.

14.3 The Council may terminate this licence by written notice (in accordance with clause 18) if the Licensee breaches any other obligation of the Licensee under this Licence.

14.4 Where a notice is to be issued pursuant to clause 14.3 in respect of a breach which is capable of remedy, the notice will also state:

- a. That the Licensee is required to remedy the breach; and
- b. That the Council intends to terminate this licence if the breach is not remedied within 28 days (or such longer period as the Council may choose, in its sole discretion) from the date of the notice.

Time of Termination

14.5 This licence will terminate:

- a. In the case of a notice
 - i. Under clause 14.2; and
 - ii. Under clause 14.3 where the breach is incapable of remedy; upon service of the notice.
- b. In the case of a notice under clause 14.4 if the breach is not remedied, on the expiry of the notice.

14.6 On termination of this licence under this clause 14, the provisions of clause 17 will apply.

15. Licensee's right to terminate

The Licensee may terminate this licence by giving the Council one month's written notice and the termination provisions in clause 17 will apply, but will not release the

Licensee from any of its outstanding obligations under this licence up to the time of termination.

16. Termination on sale of Property

Termination on Sale

- 16.1 The Licensee may not retain this encroachment licence except in conjunction with the ownership of the Property.
- 16.2 This licence will end on the settlement date of the sale of the Property. The Council may, at the request of the Licensee, agree to enter into a new encroachment licence with the purchaser of the Property.
- 16.3 For the purposes of obtaining the Council's consent to the grant of a new encroachment licence to the purchaser, the Licensee shall provide the following:
- a. the name and contact details of the Licensee;
 - b. the name and contact details of the purchaser;
 - c. a description of the Land to which this Licence relates;
 - d. the address of the Property being sold by the Licensee to the purchaser;
 - e. the date of settlement of the sale of the Property;
 - f. the agreement of the purchaser to enter into a new encroachment licence signed by the purchaser.
- 16.4 The grant of a new encroachment licence to a purchaser of the Property shall be entirely at the discretion of the Council but consent may not be granted if the Licensee is in breach of this Licence.
- 16.5 If the Council grants a new encroachment licence to the purchaser of the Property, the Licensee acknowledges that any Improvements will have been abandoned to the Council by the Licensee without right to compensation by the Council, and the Council may transfer ownership of any Improvements to the purchaser.
- 16.6 If this Licence is entered into by a purchaser of the Property from a prior Licensee in the circumstances envisaged in clause 16.5, the Licensee acquires any Improvements on an 'as is' basis and the Council gives no warranties whatever in respect of them as to title condition, or otherwise.

17. Consequences of termination

Licensee not in breach

17.1 If the Licensee is not in breach of the licence:

- a. the Licensee has the right to and will prior to the expiry of notice of termination of the licence remove any Improvements from the Land and make good any damage to the Land caused by any Improvements to the satisfaction of the Council, at the Licensee's cost unless the Improvements are to be transferred to a purchaser of the Property in terms of clause 16 above;
- b. the Council will, following the termination of this licence, refund a pro-rata amount of the Licence Fee for the broken period from the date of termination of this licence until the next Due Date provided that all the requirements of the Council are met.

Removal of any Improvements by the Council

17.2 If the Licence is terminated because the Licensee is in breach of this Licence, or if the Licensee not being in breach does not remove any Improvements in accordance with clause 17.1 the Council may, within 28 days after the date of termination of this licence remove any Improvements from the Land and make good any damage to the Land caused by any Improvements, at the Licensee's cost. The Licensee will pay actual and reasonable costs to the Council immediately on demand in writing by the Council.

17.3 Where the Council removes any Improvements in accordance with clause 17.2, the Council may:

- a. Go upon the Licensee's Property to the extent that it is necessary to do so to accomplish the removal; and
- b. Where any Improvements are situated partly on the Land and partly on the Licensee's property, remove all of that part of any Improvements on the Licensee's Property which will not on their own remain safe and fully compliant with the Building Act 2004 and any relevant building code.

No claim by Licensee

17.4 The Licensee will have no right to claim compensation from the Council in respect of any Improvements removed by the Licensee or the Council under clauses 17.2 and 17.3.

nor in relation to damage caused by their removal to the Land or Property of the Licensee.

No prejudice to prior obligation

- 17.5 Termination of this licence will be without prejudice to any liability of the Licensee for any act, omission, or default occurring prior to the termination of this licence.

18. Notices

- 18.1 Where notice is to be given by the Council under this Licence, the Council may give the Licensee notice under this licence by posting it by ordinary post or delivering it to the last address given by the Licensee to the Council or to the Licensee's last known residential address (or to the Licensee's registered office if the Licensee is a company), or by personal service on the Licensee, or by posting it by ordinary post to the address of the ratepayer in respect of the Property for the time being in the Council's rating records.

- 18.2 Notices given:

- a. personally are served when they are delivered;
- b. by post are served the following day after posting;
- c. on a Saturday, Sunday or Public Holiday are served on the first business day after such day.

19. Dispute Resolution

Negotiation

- 19.1 The Council and the Licensee acknowledge that they wish to avoid or minimise disputes or differences which might arise out of or from the terms of this licence. Therefore if a dispute or difference arises between them over the interpretation of this licence, or in relation to any other matter arising under this licence, the parties will actively, openly and in good faith discuss the dispute or difference with a view to achieving a prompt resolution provided however that the Licensee will not be entitled to dispute terms and conditions of this licence (including variations to the Licence Fee) that are imposed on the Licensee in a manner uniformly consistent with Council policy on encroachments.

Mediation

- 19.2 If the parties cannot resolve a dispute or difference between them within 20 working days of the notification in writing by one party to the other of a dispute or difference arising then they will attempt to resolve the dispute or difference by mediation. The mediator will be appointed by the organisation known as “LEADR” (Lawyers Engaged in Alternative Dispute Resolution).

Dispute costs

- 19.3 The Licensee and the Council will share equally all costs of resolving disputes under clause 19.

Arbitration

- 19.4 If a dispute or difference is not able to be resolved in accordance with clauses 19.1 and 19.2 then the dispute or difference will be settled by reference to arbitration. The reference will be to a single arbitrator appointed by the parties, but if the parties cannot agree, the arbitrator will be appointed by the President of the New Zealand Law Society (or any successor), such arbitration to be carried out in accordance with the Arbitration Act 1996 and the substantive laws of New Zealand.

Moneys due

- 19.5 The procedures in clauses 19.1 to 19.4 shall not prevent the Council from taking proceedings for the recovery of the Licence Fee or other money payable under this licence which remain unpaid.

20. Costs

- 20.1 The Council’s legal and other costs related to the enforcement or attempted enforcement of the Council’s rights and powers including the costs of debt collection agencies under this licence, will be payable by the Licensee.

21. No set off or deduction

- 21.1 The Licensee will not set off or deduct anything from any amount due to the Council under this licence.

22. No interest caveat or registration

- 22.1 This licence does not create any lease, tenancy or interest in the Land.

- 22.2 The Licensee is not entitled to register this licence or lodge a caveat in respect of the Land.

23. **Survival of Clauses**

- 23.1 Clauses 6.1, 8.1, 9.4d, 10.1, 16.2 and 18 will survive termination of this licence in respect of any liability arising during the period that the Licensee owns the property.

24. **GST**

- 24.1 If the rate of GST is changed by Statute or regulation the Licence Fee shall be adjusted up or down to reflect that change.

TO BE COMPLETED BY LICENSEE

SIGNED by the Licensee:

(Licensee's name)

)

(Licensee's name)

)

(Licensee's name)

)

in the presence of:

Witness Signature

Print Name

Witness Occupation

City of residence

Address

Facsimile

Telephone

THIS PART WILL BE COMPLETED BY HUTT CITY COUNCIL

SIGNED for and on behalf of

)

Hutt City Council

)

By

)

)

in the presence of :

Witness Signature

Print Name:

Witness Occupation:

Place of residence:

Address of Hutt City Council

Address 30 Laings Road

Facsimile 569 4290

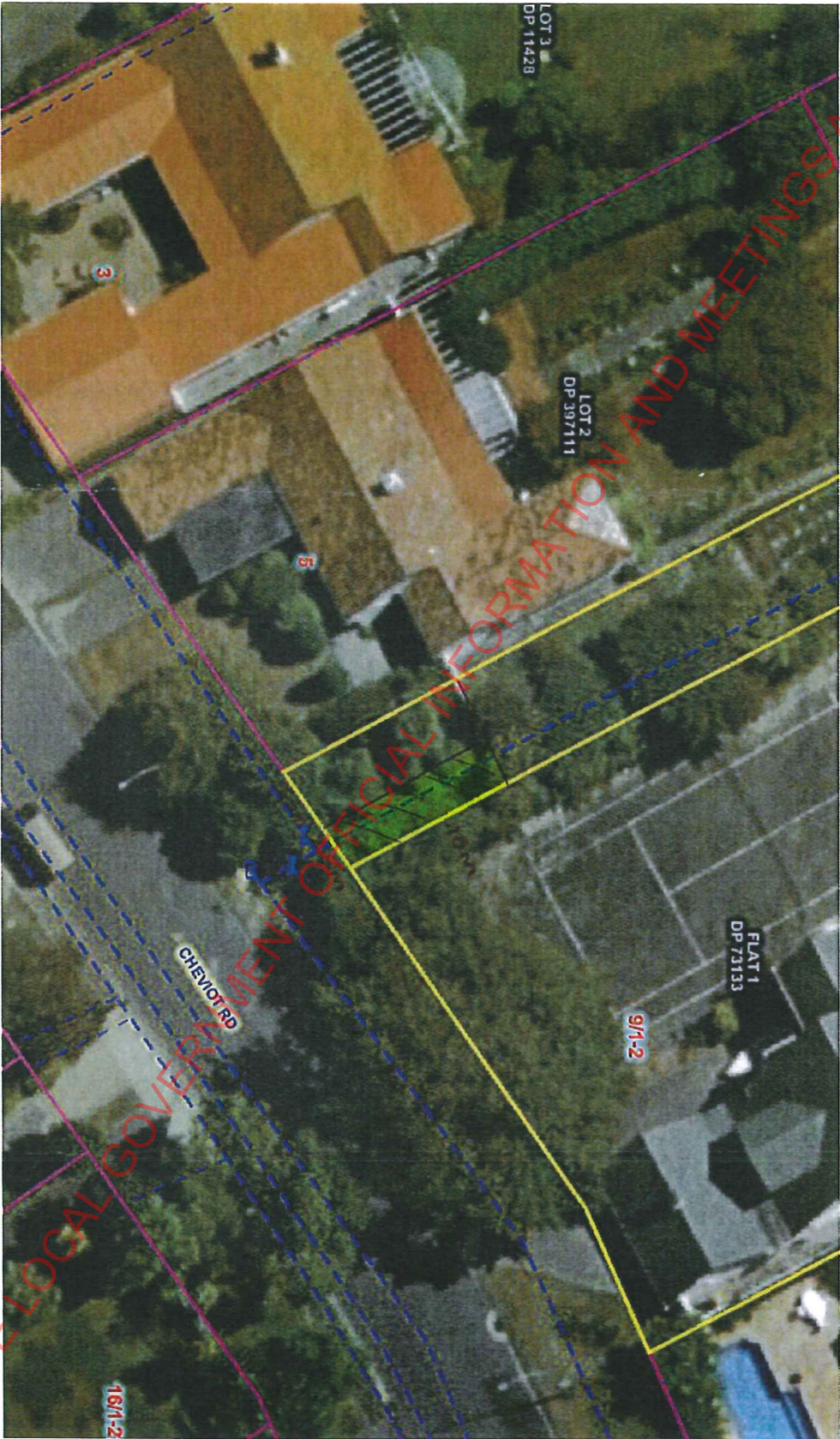
Telephone 570 6666

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

The Schedule

- Item 1. Land:** the encroachment area adjoining [address] comprising approximately [] m² and shown coloured yellow on the attached plan, being Lot [] DP []
- Item 2. Licence Fee:** \$ per annum including GST, or as amended in accordance with clause 5.2 of the licence.
- Item 3. Permitted Use:** [Describe permitted use, e.g. extension of garden area]
- Item 4. Property:** [address of Licensee adjoining the Land] legally described as Lot [] DP [] containing an area of m² (CT []).
- Item 5. Commencement Date:** []
- Item 6. Due Date(s):** The Commencement Date and annually thereafter or such other dates as determined under clause 5.2 of the Licence.

Hutt City Council – Property Report



Aerial Image was last updated on March 2003.

Scale 1:321

IMPORTANT NOTICE :

Although the information displayed in the EView application has been prepared with care and in good faith, EView is an information service and is designed to be illustrative only. The Council cannot guarantee the accuracy or completeness of the information and accepts no liability for any loss suffered as a result of reliance on the information. This map is a composite of property information (LINZ data) supplied under licence to Hutt City Council.

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- Legend
- Water Main Pipe
 - Water Main Lateral Pipe
 - Water Main Fixtures
 - Non Fixture
 - Valve
 - Meter
 - Fire Hydrant
 - Water Manhole
 - Misc. Water Node
 - Water Meter
 - Pump Station
 - Booster Pump Station
 - Reservoir
 - Toby
 - Properties
 - Parcels
 - State Highways
 - SH 1
 - SH 2
 - SH 53
 - SH 57
 - SH 58
 - Roads Regional

Hutt City Council

and

**David William Taylor
and Myung Kyu Kim**

LICENCE TO OCCUPY
DRAINAGE RESERVE

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

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LICENCE TO OCCUPY DRAINAGE RESERVE dated

20____

PARTIES

1. **Hutt City Council** a body corporate pursuant to the Local Government Act 2002 (the Council)
2. **David William Taylor and Myung Kyu Kim** of 5 Cheviot Road, Eastbourne (the Licensee)

BACKGROUND

- A. The Council owns and controls various land within its District pursuant the Local Government Act 1974 and the Local Government Act 2002, such land being used for drainage reserve purposes.
- B. The Licensee owns an adjacent property or one close to the Land.
- C. The Council has agreed to grant a licence to the Licensee to occupy the Land while the Licensee owns the Property.
- D. The parties agree that the licence is granted on the terms and conditions set out in this licence.

AGREEMENT

1. Definitions and Interpretation

1.1 In this licence the following distributions apply:

Commencement Date means Date set out in Item 5 of the Schedule.

Default Interest means an interest rate of 12%.

Due Date(s) means the date or dates upon which payment of monies for or towards the Licence Fee are to be made as set out in Item 6 of the Schedule or as amended in accordance with clause 5.

GST means the tax on supply of goods and services imposed by the Goods and Services Tax Act 1986 or any amendment or re-enactment of it.

Improvements means any structures, fixtures, fittings, improvements or plantings erected or situated on land.

Land means that part of the land owned by the Council at the address shown in Item 1 of the Schedule.

Licence Fee means the fee shown in Item 2 of the Schedule subject to variation in accordance with clause 5.

Permitted Use means the purposes of encroachment described in Item 3 of the Schedule.

Property means the property described in Item 4 of the Schedule which must be owned by the Licensee during the continuation of this licence in terms of clause 16.1.

1.2 In this licence unless the context otherwise requires:

- a. Where obligations bind more than one person those obligations bind those persons jointly and severally.
- b. The benefits and burdens shall be binding upon the parties and their respective successors and personal representatives, and references to the parties shall be construed accordingly.
- c. Clause headings are included for ease of reference only and will not affect its construction or interpretation.
- d. A reference to a statute includes any statute passed by way of amendment or in substitution for that statute, or incorporating any of its provisions to the extent that they are incorporated, and all statutory regulations under any such statute.

2. Licence

Grant of Licence

- 2.1 The Council grants to the Licensee and the Licensee accepts a licence to occupy the Land, on the terms and conditions set out in this licence.
- 2.2 This Licence does not create a lease, tenancy or interest in the Land.

Council's Capacity

- 2.3 The Council enters this licence in its capacity as land owner and not as regulatory authority. Any consent or approval given by the Council in its capacity as land owner

will not be deemed to waive or imply Council's consent or approval in its capacity as a regulatory authority.

- 2.4 By granting this licence, the Council does not warrant that the Land, is suitable for the Permitted Use. The Licensee must satisfy itself that the Land is suitable for the Permitted Use and that any required Resource Consents, within the definitions set out in s 87 Resource Management Act 1991, are in place if applicable.

3. **Term**

- 3.1 The term of this licence will commence on the Commencement Date and continue until the date of termination of this licence under clause 14, 15 or 16 ("Term").

4. **Execution of Licence**

- 4.1 The Licensee must arrange for this licence and any other related documents to be signed and redelivered to the Council within 30 days of receipt of the licence and any other related documents.

5. **Payment and variation of Licence**

- 5.1 The Licensee will pay the Licence Fee to the Council on the Due Date(s).
- 5.2 The Council may, from time to time at the Council's sole discretion, vary:
- a. The Licence Fee by ordinary resolution of the Council;
 - b. The Due Date(s);
 - c. The number and amount of payments throughout a year.
- 5.3 The Council will give the Licensee one month's written notice of any change effected in accordance with clause 5.2 and the change will take effect on and from the date specified in that notice (Effective Date).
- 5.4 Where the Effective Date occurs after the Due Date and:
- a. the Licence Fee has increased, the Council will invoice the Licensee for the additional amount payable by the Licensee for the period from the Effective Date until the next Due Date and the Licensee will pay the additional amount on or before the date specified in the invoice; or

- b. the Licence Fee has decreased, the Council will credit the amount of the decrease in respect of the period from the Effective Date until the next Due Date against the Licence Fee due on the next Due Date.

5.5 The Council may at its sole discretion, at any time revise any other terms of this licence or impose special conditions in respect of this licence to reflect any change in the Council's policy. The Council will give written notice to the Licensee of any such revision of terms or special condition (in accordance with clause 18). The revised terms or special condition will take effect from the date specified in the notice.

6. Default Interest on overdue Licence Fee

6.1 If the Licensee does not pay the Licence Fee on or before the Due Date in any year during the Term, then the Licensee will pay Default Interest to the Council.

7. Permitted Use and Access by the Council

7.1 The Licensee will use the Land only for the Permitted Use. The Licensee acknowledges that Council services may be located within and under the Land, and that it is essential that Council's access to any such services (for any purpose, including but not limited to maintenance, renewal work or future construction) is not hindered in any way by the Licensee's use of the Land pursuant to this agreement.

Council's right of entry

7.2 The Licensee acknowledges that Council (in its regulatory capacity), together with its agents and employees, has the right to enter onto the Land from time to time in connection with the Land's function as drainage reserve, pursuant to the Local Government Act 1974 and the Local Government Act 2000.

8. Utilities

8.1 The Licensee will pay directly to the relevant utility supplier all charges for utilities consumed by the Licensee on the Land, including gas, telecommunications, electricity and water.

9. Maintenance, Repair, Alterations and Other Obligations of the Licensee

Licensee not to erect, locate or permit any Improvements on the Land

9.1 The Licensee will not erect, locate or permit any Improvements upon the Land, other than existing Improvements which are on the Land at the Commencement Date

("Existing Improvements"). Other than Existing Improvements, the Licensee must keep the Land clear of any obstructions at all times. The Licensee may be required to remove any Improvements (including Existing Improvements) pursuant to clause 12.6 herein.

- 9.2 The Licensee may not erect any fencing on the Land without the prior written consent of the Council (which the Council may, in its sole discretion, give or withhold), and must specify in particular the location of the proposed fencing when applying for such consent. The Licensee must obtain any building consents as may be necessary, in the event that the Council (as landowner) consents.

Licensee to keep the Land and any existing Improvements in good repair

- 9.3 The Licensee will keep the Land and any Existing Improvements upon the Land in good order, repair and condition to the reasonable satisfaction of the Council.

The Licensee's further maintenance and repair obligations

- 9.4 The Licensee will at all times, at the Licensee's expense:
- a. keep the Land and any Existing Improvements clean, tidy, free and clear from all rubbish and noxious plants to the Council's reasonable satisfaction; and
 - b. comply with any law, bylaw or other statutory requirement of any competent authority that affects this licence, or is done or to be done under it, or that relates to the Licensee's occupation or use of the Land, and the Licensee must tell the Council immediately if the Licensee becomes aware of any requirement of that type; and
 - c. without limiting the scope of clause 9.4b., ensure that any Existing Improvements comply with relevant laws, bylaws or other statutory requirements including, without limitation the Building Act 2004. The Council may, from time to time, require the Licensee to obtain at the Licensee's cost a written report from a suitably qualified expert, addressed to the Council confirming that any Existing Improvements comply with the requirements of all relevant laws, bylaws or other statutory requirements; and
 - d. the Licensee is responsible for the cost of:
 - i. repair of damage caused by land slips; and
 - ii. work required to remedy and prevent land slips,

caused by the Licensee's use of the Land.

9.5 The Licensee shall **not**:

- a. Remove or destroy any existing native bush or trees within the Land or adjacent areas not being the Property;
- b. Plant any additional trees, bushes, shrubs or the like within the Land, without the prior written consent of the Council (which the Council may, in its sole discretion, give or withhold), and must specify in particular the location and type of the proposed planting when applying for such consent;
- c. Unreasonably interfere with the rights of other persons, including the Council, lawfully using or occupying any land adjacent to the Land;
- d. Call upon the Council to contribute toward the maintenance or erection of any fence or fences on the boundaries of the Land or any adjacent land owned by the Council.

9.6 The Licensee shall ensure that any employees, invitees or other persons comply with the obligations of this clause 9

Council's right of inspection and notice to remedy default

9.7 The Council (as landowner) and the Council's employees, contractors and invitees may at all reasonable times enter the Land to view the condition of the Land and any Improvements. If the Council gives the Licensee written notice of any failure on the part of the Licensee to comply with the requirements of clauses 9 herein the Licensee will, with all reasonable speed, remedy those defaults.

10. Nuisance or Annoyance

10.1 The Licensee will not do anything nor permit to be done anything on the Land which causes nuisance or annoyance to the Council or any neighbour to the Property or other Licensee of the Council.

11. Indemnity and Liability

11.1 The Licensee indemnifies the Council for all liability, loss, or damage or expense arising from:

- a. the Licensee's occupation or use of the Land or any Improvements; and

- b. something either the Licensee or someone the Licensee is responsible for does or fails to do.

11.2 The Council will not be liable to the Licensee for any loss or damage suffered by the Licensee or the Licensee's invitees, employees, agents or contractors or to any Improvements, or to any other property as a result of the Licensee's or any other person's use of the Land or any Improvements. The Licensee acknowledges that it uses the Land and any Improvements entirely at its own risk in all respects.

12. Undertaking Works on the Land

12.1 Definition of Works

In this licence **Works** means:

- a. any excavation or alteration of all or any part of the Land; and
- b. any activity that may disrupt, damage or interfere with existing utilities or services (for example water, gas, telecommunications, electricity, waste), to or through the Land.

Consent required

12.2 The Licensee must obtain the Council's prior written consent (which the Council may, in its sole discretion, give or withhold) in its capacity as land owner before the Licensee commences any Works on the Land. The Council will be entitled to have due regard to the design of the Licensee's proposed Works and may impose any conditions on its approval as the Council considers appropriate.

Regulatory consent

12.3 The Licensee must also apply for the consent of the Council in its capacity as a regulatory authority, and obtain all necessary consents to permit the use of the Land and completion of Works in accordance with the requirements of the Resource Management Act 1991, the Building Act 2004 and all Hutt City Council bylaws.

Health and safety

12.4 The Licensee must comply with the Health and Safety in Employment Act 1992 in carrying out Works and fully indemnifies the Council against liability under that Act

Completion certificates

- 12.5 When the Works are complete, the Licensee must obtain from the Council (in its regulatory capacity) a code compliance certificate for the completed Works under the Building Act 2004 if required under that Act.

Council may require removal of Works and/or Improvements

- 12.6 The Council may, at any time, at the Council's sole discretion require by notice in writing that any Works and/or any Improvements (including Existing Improvements) are removed from the Land. The Licensee will make good any damage caused to the Land by the Works and/or any Improvements to the satisfaction of the Council at the Licensee's cost. If the Licensee does not comply with its obligations under this clause by the date specified in the Council's notice, the Council may undertake the removal and make good any damage caused to the Land by the Works and/or any Improvements. The Council may recover the actual and reasonable cost of doing so from the Licensee. The Licensee will pay such costs to the Council immediately upon demand in writing by the Council.

13. No Assignment and Obligation to Notify

Licensee not to assign

- 13.1 This licence is personal to the Licensee and the Licensee will not:
- a. transfer, assign, charge or otherwise deal with this licence; or
 - b. sub-license the Land or any Improvements or otherwise part with possession of the Land or any Improvements.
- 13.2 The Licensee must notify any prospective purchaser of the Property of the encroachment permitted by this Licence, of the personal nature of this Licence, its non-assignability and the termination of this licence under clause 16.

14. Termination by the Council

Termination on three month's notice

- 14.1 The Council may, at any time, terminate this licence by giving the Licensee at least three month's written notice.

Termination for breach

14.2 The Council may terminate this licence immediately by written notice if:

- a. The Licence Fee, utility charges for services to the Land, or any other money payable under this licence, is in arrears and unpaid for 14 days, whether demanded or not;
- b. The Licensee abandons the Land; or
- c. The Licensee disposes of its interest in the Property and/or any Improvements.

14.3 The Council may terminate this licence by written notice (in accordance with clause 18) if the Licensee breaches any other obligation of the Licensee under this Licence.

14.4 Where a notice is to be issued pursuant to clause 14.3 in respect of a breach which is capable of remedy, the notice will also state:

- a. That the Licensee is required to remedy the breach; and
- b. That the Council intends to terminate this licence if the breach is not remedied within 28 days (or such longer period as the Council may choose, in its sole discretion) from the date of the notice.

Time of Termination

14.5 This licence will terminate:

- a. In the case of a notice
 - i. Under clause 14.2; and
 - ii. Under clause 14.3 where the breach is incapable of remedy; upon service of the notice.
- b. In the case of a notice under clause 14.4 if the breach is not remedied, on the expiry of the notice.

14.6 On termination of this licence under this clause 14, the provisions of clause 17 will apply.

15. Licensee's right to terminate

The Licensee may terminate this licence by giving the Council one month's written notice and the termination provisions in clause 17 will apply, but will not release the

Licensee from any of its outstanding obligations under this licence up to the time of termination.

16. Termination on sale of Property

Termination on Sale

- 16.1 The Licensee may not retain this encroachment licence except in conjunction with the ownership of the Property.
- 16.2 This licence will end on the settlement date of the sale of the Property. The Council may, at the request of the Licensee, agree to enter into a new encroachment licence with the purchaser of the Property.
- 16.3 For the purposes of obtaining the Council's consent to the grant of a new encroachment licence to the purchaser, the Licensee shall provide the following:
- a. the name and contact details of the Licensee;
 - b. the name and contact details of the purchaser;
 - c. a description of the Land to which this Licence relates;
 - d. the address of the Property being sold by the Licensee to the purchaser;
 - e. the date of settlement of the sale of the Property;
 - f. the agreement of the purchaser to enter into a new encroachment licence signed by the purchaser.
- 16.4 The grant of a new encroachment licence to a purchaser of the Property shall be entirely at the discretion of the Council but consent may not be granted if the Licensee is in breach of this Licence.
- 16.5 If the Council grants a new encroachment licence to the purchaser of the Property, the Licensee acknowledges that any Improvements will have been abandoned to the Council by the Licensee without right to compensation by the Council, and the Council may transfer ownership of any Improvements to the purchaser.
- 16.6 If this Licence is entered into by a purchaser of the Property from a prior Licensee in the circumstances envisaged in clause 16.5, the Licensee acquires any Improvements on an 'as is' basis and the Council gives no warranties whatever in respect of them as to title condition, or otherwise.

17. Consequences of termination

Licensee not in breach

17.1 If the Licensee is not in breach of the licence:

- a. the Licensee has the right to and will prior to the expiry of notice of termination of the licence remove any Improvements from the Land and make good any damage to the Land caused by any Improvements to the satisfaction of the Council, at the Licensee's cost unless the Improvements are to be transferred to a purchaser of the Property in terms of clause 16 above;
- b. the Council will, following the termination of this licence, refund a pro-rata amount of the Licence Fee for the broken period from the date of termination of this licence until the next Due Date provided that all the requirements of the Council are met.

Removal of any Improvements by the Council

17.2 If the Licence is terminated because the Licensee is in breach of this Licence, or if the Licensee not being in breach does not remove any Improvements in accordance with clause 17.1 the Council may, within 28 days after the date of termination of this licence remove any Improvements from the Land and make good any damage to the Land caused by any Improvements, at the Licensee's cost. The Licensee will pay actual and reasonable costs to the Council immediately on demand in writing by the Council.

17.3 Where the Council removes any Improvements in accordance with clause 17.2, the Council may:

- a. Go upon the Licensee's Property to the extent that it is necessary to do so to accomplish the removal; and
- b. Where any Improvements are situated partly on the Land and partly on the Licensee's property, remove all of that part of any Improvements on the Licensee's Property which will not on their own remain safe and fully compliant with the Building Act 2004 and any relevant building code.

No claim by Licensee

17.4 The Licensee will have no right to claim compensation from the Council in respect of any Improvements removed by the Licensee or the Council under clauses 17.2 and 17.3.

nor in relation to damage caused by their removal to the Land or Property of the Licensee.

No prejudice to prior obligation

- 17.5 Termination of this licence will be without prejudice to any liability of the Licensee for any act, omission, or default occurring prior to the termination of this licence.

18. Notices

- 18.1 Where notice is to be given by the Council under this Licence, the Council may give the Licensee notice under this licence by posting it by ordinary post or delivering it to the last address given by the Licensee to the Council or to the Licensee's last known residential address (or to the Licensee's registered office if the Licensee is a company), or by personal service on the Licensee, or by posting it by ordinary post to the address of the ratepayer in respect of the Property for the time being in the Council's rating records.

- 18.2 Notices given:

- a. personally are served when they are delivered;
- b. by post are served the following day after posting;
- c. on a Saturday, Sunday or Public Holiday are served on the first business day after such day.

19. Dispute Resolution

Negotiation

- 19.1 The Council and the Licensee acknowledge that they wish to avoid or minimise disputes or differences which might arise out of or from the terms of this licence. Therefore if a dispute or difference arises between them over the interpretation of this licence, or in relation to any other matter arising under this licence, the parties will actively, openly and in good faith discuss the dispute or difference with a view to achieving a prompt resolution provided however that the Licensee will not be entitled to dispute terms and conditions of this licence (including variations to the Licence Fee) that are imposed on the Licensee in a manner uniformly consistent with Council policy on encroachments.

Mediation

- 19.2 If the parties cannot resolve a dispute or difference between them within 20 working days of the notification in writing by one party to the other of a dispute or difference arising then they will attempt to resolve the dispute or difference by mediation. The mediator will be appointed by the organisation known as “LEADR” (Lawyers Engaged in Alternative Dispute Resolution).

Dispute costs

- 19.3 The Licensee and the Council will share equally all costs of resolving disputes under clause 19.

Arbitration

- 19.4 If a dispute or difference is not able to be resolved in accordance with clauses 19.1 and 19.2 then the dispute or difference will be settled by reference to arbitration. The reference will be to a single arbitrator appointed by the parties, but if the parties cannot agree, the arbitrator will be appointed by the President of the New Zealand Law Society (or any successor), such arbitration to be carried out in accordance with the Arbitration Act 1996 and the substantive laws of New Zealand.

Moneys due

- 19.5 The procedures in clauses 19.1 to 19.4 shall not prevent the Council from taking proceedings for the recovery of the Licence Fee or other money payable under this licence which remain unpaid.

20. Costs

- 20.1 The Council’s legal and other costs related to the enforcement or attempted enforcement of the Council’s rights and powers including the costs of debt collection agencies under this licence, will be payable by the Licensee.

21. No set off or deduction

- 21.1 The Licensee will not set off or deduct anything from any amount due to the Council under this licence.

22. No interest caveat or registration

- 22.1 This licence does not create any lease, tenancy or interest in the Land.

- 22.2 The Licensee is not entitled to register this licence or lodge a caveat in respect of the Land.

23. **Survival of Clauses**

- 23.1 Clauses 6.1, 8.1, 9.4d, 10.1, 16.2 and 18 will survive termination of this licence in respect of any liability arising during the period that the Licensee owns the property.

24. **GST**

- 24.1 If the rate of GST is changed by Statute or regulation the Licence Fee shall be adjusted up or down to reflect that change.

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

TO BE COMPLETED BY LICENSEE

SIGNED by the Licensee:

David William Taylor

)

Myung Kyu Kim

)

in the presence of:

Witness Signature

Print Name

Witness Occupation

City of residence

Address

Facsimile

Telephone

THIS PART WILL BE COMPLETED BY HUTT CITY COUNCIL

SIGNED for and on behalf of

)

Hutt City Council

)

By

)

)

in the presence of :

Witness Signature

Print Name:

Witness Occupation:

Place of residence:

Address of Hutt City Council

Address 30 Laings Road

Facsimile 569 4290

Telephone 570 6666

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

The Schedule

- Item 1. Land:** the encroachment area adjoining 5 Cheviot Road, Eastbourne comprising approximately 180 m² and shown coloured yellow on the attached plan, being part of the Drainage Reserve on DP 8439 and shown for drainage purposes on DP 9588.
- Item 2. Licence Fee:** \$58.00 per annum including GST, or as amended in accordance with clause 5.2 of the licence.
- Item 3. Permitted Use:** Fenced land (no other structures)
- Item 4. Property:** 5 Cheviot Road, Eastbourne legally described as Lot 2 DP 397111 containing an area of 794m² (CT 387293)
- Item 5. Commencement Date:** 1 March 2011
- Item 6. Due Date(s):** The Commencement Date and annually thereafter or such other dates as determined under clause 5.2 of the Licence.

David Taylor & Myung Kim
c/- Keesing McLeod
45 Knights Road
LOWER HUTT

Attention: John Commerford

Dear David & Myung

**LICENCE TO OCCUPY COUNCIL LAND ADJOINING 5 CHEVIOT ROAD,
EASTBOURNE**

Urbanplus manages encroachment licences on behalf of Hutt City Council. We are advised that the property at 5 Cheviot Road, Eastbourne will change ownership soon and that you are to be the new owners of the property.

As the licence is issued on a personal basis it will be necessary for you to enter into a new agreement with Council if you continue to occupy the area of fenced in drainage reserve which appears to be part of your property.

Please find enclosed two copies of Council's standard Licence to Occupy document. Please initial each page in the bottom right hand corner and sign **both** documents (arranging for your signatures to be witnessed by someone that knows you and is over the age of 18), then return them to this office for execution by Council. One copy will be returned for your record once executed by Council.

You will note that the annual standard licence fee is \$58.00 per year including GST and may be reviewed by Council on a three yearly basis.

Once the licence documents are returned you will be invoiced for the licence fee.

Yours sincerely

Irene Hill
PROPERTY OFFICER

Direct Dial: 04 569 0723
Mobile: 027 440 3046
E.Mail: irene.hill@urbanplus.co.nz

Hutt City Council

and

**David William Taylor
and Myung Kyu Kim**

**LICENCE TO OCCUPY
DRAINAGE RESERVE**

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

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LICENCE TO OCCUPY DRAINAGE RESERVE dated 18 March 2011**PARTIES**

1. **Hutt City Council** a body corporate pursuant to the Local Government Act 2002 (the Council)
2. **David William Taylor and Myung Kyu Kim** of 5 Cheviot Road, Eastbourne (the Licensee)

BACKGROUND

- A. The Council owns and controls various land within its District pursuant the Local Government Act 1974 and the Local Government Act 2002, such land being used for drainage reserve purposes.
- B. The Licensee owns an adjacent property or one close to the Land.
- C. The Council has agreed to grant a licence to the Licensee to occupy the Land while the Licensee owns the Property.
- D. The parties agree that the licence is granted on the terms and conditions set out in this licence.

AGREEMENT**1. Definitions and Interpretation**

- 1.1 In this licence the following distributions apply:

Commencement Date means Date set out in Item 5 of the Schedule.

Default Interest means an interest rate of 12%.

Due Date(s) means the date or dates upon which payment of monies for or towards the Licence Fee are to be made as set out in Item 6 of the Schedule or as amended in accordance with clause 5.

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Improvements means any structures, fixtures, fittings, improvements or plantings erected or situated on land.

Land means that part of the land owned by the Council at the address shown in Item 1 of the Schedule.

Licence Fee means the fee shown in Item 2 of the Schedule subject to variation in accordance with clause 5.

Permitted Use means the purposes of encroachment described in Item 3 of the Schedule.

Property means the property described in Item 4 of the Schedule which must be owned by the Licensee during the continuation of this licence in terms of clause 16.1.

1.2 In this licence unless the context otherwise requires:

- a. Where obligations bind more than one person those obligations bind those persons jointly and severally.
- b. The benefits and burdens shall be binding upon the parties and their respective successors and personal representatives, and references to the parties shall be construed accordingly.
- c. Clause headings are included for ease of reference only and will not affect its construction or interpretation.
- d. A reference to a statute includes any statute passed by way of amendment or in substitution for that statute, or incorporating any of its provisions to the extent that they are incorporated, and all statutory regulations under any such statute.

2. **Licence**

Grant of Licence

- 2.1 The Council grants to the Licensee and the Licensee accepts a licence to occupy the Land, on the terms and conditions set out in this licence.
- 2.2 This Licence does not create a lease, tenancy or interest in the Land.

Council's Capacity

- 2.3 The Council enters this licence in its capacity as land owner and not as regulatory authority. Any consent or approval given by the Council in its capacity as land owner

will not be deemed to waive or imply Council's consent or approval in its capacity as a regulatory authority.

- 2.4 By granting this licence, the Council does not warrant that the Land, is suitable for the Permitted Use. The Licensee must satisfy itself that the Land is suitable for the Permitted Use and that any required Resource Consents, within the definitions set out in s 87 Resource Management Act 1991, are in place if applicable.

3. **Term**

- 3.1 The term of this licence will commence on the Commencement Date and continue until the date of termination of this licence under clause 14, 15 or 16 ("Term").

4. **Execution of Licence**

- 4.1 The Licensee must arrange for this licence and any other related documents to be signed and redelivered to the Council within 30 days of receipt of the licence and any other related documents.

5. **Payment and variation of Licence**

- 5.1 The Licensee will pay the Licence Fee to the Council on the Due Date(s).
- 5.2 The Council may, from time to time at the Council's sole discretion, vary:
- a. The Licence Fee by ordinary resolution of the Council;
 - b. The Due Date(s);
 - c. The number and amount of payments throughout a year.
- 5.3 The Council will give the Licensee one month's written notice of any change effected in accordance with clause 5.2 and the change will take effect on and from the date specified in that notice (Effective Date).
- 5.4 Where the Effective Date occurs after the Due Date and:
- a. the Licence Fee has increased, the Council will invoice the Licensee for the additional amount payable by the Licensee for the period from the Effective Date until the next Due Date and the Licensee will pay the additional amount on or before the date specified in the invoice; or

- b. the Licence Fee has decreased, the Council will credit the amount of the decrease in respect of the period from the Effective Date until the next Due Date against the Licence Fee due on the next Due Date.

5.5 The Council may at its sole discretion, at any time revise any other terms of this licence or impose special conditions in respect of this licence to reflect any change in the Council's policy. The Council will give written notice to the Licensee of any such revision of terms or special condition (in accordance with clause 18). The revised terms or special condition will take effect from the date specified in the notice.

6. Default Interest on overdue Licence Fee

6.1 If the Licensee does not pay the Licence Fee on or before the Due Date in any year during the Term, then the Licensee will pay Default Interest to the Council.

7. Permitted Use and Access by the Council

7.1 The Licensee will use the Land only for the Permitted Use. The Licensee acknowledges that ^{water supply} ~~stormwater~~ pipes or other Council services may be located within and under the Land, and that it is essential that Council's access to any such services (for any purpose, including but not limited to maintenance, renewal work or future construction) is not hindered in any way by the Licensee's use of the Land pursuant to this agreement.

Council's right of entry

7.2 The Licensee acknowledges that Council (in its regulatory capacity), together with its agents and employees, has the right to enter onto the Land from time to time in connection with the Land's function as drainage reserve, pursuant to the Local Government Act 1974 and the Local Government Act 2000.

8. Utilities

8.1 The Licensee will pay directly to the relevant utility supplier all charges for utilities consumed by the Licensee on the Land, including gas, telecommunications, electricity and water.

9. Maintenance, Repair, Alterations and Other Obligations of the Licensee

Licensee not to erect, locate or permit any Improvements on the Land

9.1 The Licensee will not erect, locate or permit any Improvements upon the Land, other than existing Improvements which are on the Land at the Commencement Date

("Existing Improvements"). Other than Existing Improvements, the Licensee must keep the Land clear of any obstructions at all times. The Licensee may be required to remove any Improvements (including Existing Improvements) pursuant to clause 12.6 herein.

- 9.2 The Licensee may not erect any fencing on the Land without the prior written consent of the Council (which the Council may, in its sole discretion, give or withhold), and must specify in particular the location of the proposed fencing when applying for such consent. The Licensee must obtain any building consents as may be necessary, in the event that the Council (as landowner) consents.

Licensee to keep the Land and any existing Improvements in good repair

- 9.3 The Licensee will keep the Land and any Existing Improvements upon the Land in good order, repair and condition to the reasonable satisfaction of the Council.

The Licensee's further maintenance and repair obligations

- 9.4 The Licensee will at all times, at the Licensee's expense:
- a. keep the Land and any Existing Improvements clean, tidy, free and clear from all rubbish and noxious plants to the Council's reasonable satisfaction; and
 - b. comply with any law, bylaw or other statutory requirement of any competent authority that affects this licence, or is done or to be done under it, or that relates to the Licensee's occupation or use of the Land, and the Licensee must tell the Council immediately if the Licensee becomes aware of any requirement of that type; and
 - c. without limiting the scope of clause 9.4b., ensure that any Existing Improvements comply with relevant laws, bylaws or other statutory requirements including, without limitation the Building Act 2004. The Council may, from time to time, require the Licensee to obtain at the Licensee's cost a written report from a suitably qualified expert, addressed to the Council confirming that any Existing Improvements comply with the requirements of all relevant laws, bylaws or other statutory requirements; and
 - d. the Licensee is responsible for the cost of:
 - i. repair of damage caused by land slips; and
 - ii. work required to remedy and prevent land slips,

caused by the Licensee's use of the Land.

9.5 The Licensee shall **not**:

- a. Remove or destroy any existing native bush or trees within the Land or adjacent areas not being the Property;
- b. Plant any additional trees, bushes, shrubs or the like within the Land, without the prior written consent of the Council (which the Council may, in its sole discretion, give or withhold), and must specify in particular the location and type of the proposed planting when applying for such consent;
- c. Unreasonably interfere with the rights of other persons, including the Council, lawfully using or occupying any land adjacent to the Land;
- d. Call upon the Council to contribute toward the maintenance or erection of any fence or fences on the boundaries of the Land or any adjacent land owned by the Council.

9.6 The Licensee shall ensure that any employees, invitees or other persons comply with the obligations of this clause 9

Council's right of inspection and notice to remedy default

9.7 The Council (as landowner) and the Council's employees, contractors and invitees may at all reasonable times enter the Land to view the condition of the Land and any Improvements. If the Council gives the Licensee written notice of any failure on the part of the Licensee to comply with the requirements of clauses 9 herein the Licensee will, with all reasonable speed, remedy those defaults.

10. Nuisance or Annoyance

10.1 The Licensee will not do anything nor permit to be done anything on the Land which causes nuisance or annoyance to the Council or any neighbour to the Property or other Licensee of the Council.

11. Indemnity and Liability

11.1 The Licensee indemnifies the Council for all liability, loss, or damage or expense arising from:

- a. the Licensee's occupation or use of the Land or any Improvements; and

- b. something either the Licensee or someone the Licensee is responsible for does or fails to do.

11.2 The Council will not be liable to the Licensee for any loss or damage suffered by the Licensee or the Licensee's invitees, employees, agents or contractors or to any Improvements, or to any other property as a result of the Licensee's or any other person's use of the Land or any Improvements. The Licensee acknowledges that it uses the Land and any Improvements entirely at its own risk in all respects.

12. Undertaking Works on the Land

12.1 Definition of Works

In this licence **Works** means:

- a. any excavation or alteration of all or any part of the Land; and
- b. any activity that may disrupt, damage or interfere with existing utilities or services (for example water, gas, telecommunications, electricity, waste), to or through the Land.

Consent required

12.2 The Licensee must obtain the Council's prior written consent (which the Council may, in its sole discretion, give or withhold) in its capacity as land owner before the Licensee commences any Works on the Land. The Council will be entitled to have due regard to the design of the Licensee's proposed Works and may impose any conditions on its approval as the Council considers appropriate.

Regulatory consent

12.3 The Licensee must also apply for the consent of the Council in its capacity as a regulatory authority, and obtain all necessary consents to permit the use of the Land and completion of Works in accordance with the requirements of the Resource Management Act 1991, the Building Act 2004 and all Hutt City Council bylaws.

Health and safety

12.4 The Licensee must comply with the Health and Safety in Employment Act 1992 in carrying out Works and fully indemnifies the Council against liability under that Act

Completion certificates

- 12.5 When the Works are complete, the Licensee must obtain from the Council (in its regulatory capacity) a code compliance certificate for the completed Works under the Building Act 2004 if required under that Act.

Council may require removal of Works and/or Improvements

- 12.6 The Council may, at any time, at the Council's sole discretion require by notice in writing that any Works and/or any Improvements (including Existing Improvements) are removed from the Land. The Licensee will make good any damage caused to the Land by the Works and/or any Improvements to the satisfaction of the Council at the Licensee's cost. If the Licensee does not comply with its obligations under this clause by the date specified in the Council's notice, the Council may undertake the removal and make good any damage caused to the Land by the Works and/or any Improvements. The Council may recover the actual and reasonable cost of doing so from the Licensee. The Licensee will pay such costs to the Council immediately upon demand in writing by the Council.

13. No Assignment and Obligation to Notify

Licensee not to assign

- 13.1 This licence is personal to the Licensee and the Licensee will not:
- a. transfer, assign, charge or otherwise deal with this licence; or
 - b. sub-license the Land or any Improvements or otherwise part with possession of the Land or any Improvements.
- 13.2 The Licensee must notify any prospective purchaser of the Property of the encroachment permitted by this Licence, of the personal nature of this Licence, its non-assignability and the termination of this licence under clause 16.

14. Termination by the Council

Termination on three month's notice

- 14.1 The Council may, at any time, terminate this licence by giving the Licensee at least three month's written notice.

Termination for breach

- 14.2 The Council may terminate this licence immediately by written notice if:
- a. The Licence Fee, utility charges for services to the Land, or any other money payable under this licence, is in arrears and unpaid for 14 days, whether demanded or not;
 - b. The Licensee abandons the Land; or
 - c. The Licensee disposes of its interest in the Property and/or any Improvements.
- 14.3 The Council may terminate this licence by written notice (in accordance with clause 18) if the Licensee breaches any other obligation of the Licensee under this Licence.
- 14.4 Where a notice is to be issued pursuant to clause 14.3 in respect of a breach which is capable of remedy, the notice will also state:
- a. That the Licensee is required to remedy the breach; and
 - b. That the Council intends to terminate this licence if the breach is not remedied within 28 days (or such longer period as the Council may choose, in its sole discretion) from the date of the notice.

Time of Termination

- 14.5 This licence will terminate:
- a. In the case of a notice
 - i. Under clause 14.2; and
 - ii. Under clause 14.3 where the breach is incapable of remedy; upon service of the notice.
 - b. In the case of a notice under clause 14.4 if the breach is not remedied, on the expiry of the notice.
- 14.6 On termination of this licence under this clause 14, the provisions of clause 17 will apply.

15. Licensee's right to terminate

The Licensee may terminate this licence by giving the Council one month's written notice and the termination provisions in clause 17 will apply, but will not release the

Licensee from any of its outstanding obligations under this licence up to the time of termination.

16. Termination on sale of Property

Termination on Sale

- 16.1 The Licensee may not retain this encroachment licence except in conjunction with the ownership of the Property.
- 16.2 This licence will end on the settlement date of the sale of the Property. The Council may, at the request of the Licensee, agree to enter into a new encroachment licence with the purchaser of the Property.
- 16.3 For the purposes of obtaining the Council's consent to the grant of a new encroachment licence to the purchaser, the Licensee shall provide the following:
- a. the name and contact details of the Licensee;
 - b. the name and contact details of the purchaser;
 - c. a description of the Land to which this Licence relates;
 - d. the address of the Property being sold by the Licensee to the purchaser;
 - e. the date of settlement of the sale of the Property;
 - f. the agreement of the purchaser to enter into a new encroachment licence signed by the purchaser.
- 16.4 The grant of a new encroachment licence to a purchaser of the Property shall be entirely at the discretion of the Council but consent may not be granted if the Licensee is in breach of this Licence.
- 16.5 If the Council grants a new encroachment licence to the purchaser of the Property, the Licensee acknowledges that any Improvements will have been abandoned to the Council by the Licensee without right to compensation by the Council, and the Council may transfer ownership of any Improvements to the purchaser.
- 16.6 If this Licence is entered into by a purchaser of the Property from a prior Licensee in the circumstances envisaged in clause 16.5, the Licensee acquires any Improvements on an 'as is' basis and the Council gives no warranties whatever in respect of them as to title condition, or otherwise.

17. **Consequences of termination**

Licensee not in breach

17.1 If the Licensee is not in breach of the licence:

- a. the Licensee has the right to and will prior to the expiry of notice of termination of the licence remove any Improvements from the Land and make good any damage to the Land caused by any Improvements to the satisfaction of the Council, at the Licensee's cost unless the Improvements are to be transferred to a purchaser of the Property in terms of clause 16 above;
- b. the Council will, following the termination of this licence, refund a pro-rata amount of the Licence Fee for the broken period from the date of termination of this licence until the next Due Date provided that all the requirements of the Council are met.

Removal of any Improvements by the Council

17.2 If the Licence is terminated because the Licensee is in breach of this Licence, or if the Licensee not being in breach does not remove any Improvements in accordance with clause 17.1 the Council may, within 28 days after the date of termination of this licence remove any Improvements from the Land and make good any damage to the Land caused by any Improvements, at the Licensee's cost. The Licensee will pay actual and reasonable costs to the Council immediately on demand in writing by the Council.

17.3 Where the Council removes any Improvements in accordance with clause 17.2, the Council may:

- a. Go upon the Licensee's Property to the extent that it is necessary to do so to accomplish the removal; and
- b. Where any Improvements are situated partly on the Land and partly on the Licensee's property, remove all of that part of any Improvements on the Licensee's Property which will not on their own remain safe and fully compliant with the Building Act 2004 and any relevant building code.

No claim by Licensee

17.4 The Licensee will have no right to claim compensation from the Council in respect of any Improvements removed by the Licensee or the Council under clauses 17.2 and 17.3.

nor in relation to damage caused by their removal to the Land or Property of the Licensee.

No prejudice to prior obligation

- 17.5 Termination of this licence will be without prejudice to any liability of the Licensee for any act, omission, or default occurring prior to the termination of this licence.

18. Notices

- 18.1 Where notice is to be given by the Council under this Licence, the Council may give the Licensee notice under this licence by posting it by ordinary post or delivering it to the last address given by the Licensee to the Council or to the Licensee's last known residential address (or to the Licensee's registered office if the Licensee is a company), or by personal service on the Licensee, or by posting it by ordinary post to the address of the ratepayer in respect of the Property for the time being in the Council's rating records.
- 18.2 Notices given:
- a. personally are served when they are delivered;
 - b. by post are served the following day after posting;
 - c. on a Saturday, Sunday or Public Holiday are served on the first business day after such day.

19. Dispute Resolution

Negotiation

- 19.1 The Council and the Licensee acknowledge that they wish to avoid or minimise disputes or differences which might arise out of or from the terms of this licence. Therefore if a dispute or difference arises between them over the interpretation of this licence, or in relation to any other matter arising under this licence, the parties will actively, openly and in good faith discuss the dispute or difference with a view to achieving a prompt resolution provided however that the Licensee will not be entitled to dispute terms and conditions of this licence (including variations to the Licence Fee) that are imposed on the Licensee in a manner uniformly consistent with Council policy on encroachments.

Mediation

- 19.2 If the parties cannot resolve a dispute or difference between them within 20 working days of the notification in writing by one party to the other of a dispute or difference arising then they will attempt to resolve the dispute or difference by mediation. The mediator will be appointed by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

Dispute costs

- 19.3 The Licensee and the Council will share equally all costs of resolving disputes under clause 19.

Arbitration

- 19.4 If a dispute or difference is not able to be resolved in accordance with clauses 19.1 and 19.2 then the dispute or difference will be settled by reference to arbitration. The reference will be to a single arbitrator appointed by the parties, but if the parties cannot agree, the arbitrator will be appointed by the President of the New Zealand Law Society (or any successor), such arbitration to be carried out in accordance with the Arbitration Act 1996 and the substantive laws of New Zealand.

Moneys due

- 19.5 The procedures in clauses 19.1 to 19.4 shall not prevent the Council from taking proceedings for the recovery of the Licence Fee or other money payable under this licence which remain unpaid.

20. Costs

- 20.1 The Council's legal and other costs related to the enforcement or attempted enforcement of the Council's rights and powers including the costs of debt collection agencies under this licence, will be payable by the Licensee.

21. No set off or deduction

- 21.1 The Licensee will not set off or deduct anything from any amount due to the Council under this licence.

22. No interest caveat or registration

- 22.1 This licence does not create any lease, tenancy or interest in the Land.

- 22.2 The Licensee is not entitled to register this licence or lodge a caveat in respect of the Land.

23. **Survival of Clauses**

- 23.1 Clauses 6.1, 8.1, 9.4d, 10.1, 16.2 and 18 will survive termination of this licence in respect of any liability arising during the period that the Licensee owns the property.

24. **GST**

- 24.1 If the rate of GST is changed by Statute or regulation the Licence Fee shall be adjusted up or down to reflect that change.

TO BE COMPLETED BY LICENSEE

SIGNED by the Licensee:

David William Taylor

)

Myung Kyu Kim

)

in the presence of:

Witness Signature

Print Name

NORMAN JOHN COMERFORD
SOLICITOR
LOWER HUTT

Witness Occupation

City of residence

Address

Facsimile

Telephone

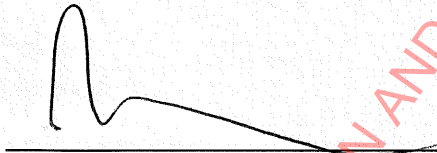
THIS PART WILL BE COMPLETED BY HUTT CITY COUNCIL

SIGNED for and on behalf of)

Hutt City Council)

By)

B. L. Sherbell



in the presence of :

Toni
Witness Signature

Print Name: *Toni Stevens*
Witness Occupation: *Admin mgr*
Place of residence: *Wgtn*

Address of Hutt City Council

Address 30 Laings Road **Facsimile** 569 4290

Telephone 570 6666

The Schedule

- Item 1. Land:** the encroachment area adjoining 5 Cheviot Road, Eastbourne comprising approximately 180 m² and shown coloured yellow on the attached plan, being part of the Drainage Reserve on DP 8439 and shown for drainage purposes on DP 9588.
- Item 2. Licence Fee:** \$58.00 per annum including GST, or as amended in accordance with clause 5.2 of the licence.
- Item 3. Permitted Use:** Fenced land (no other structures)
- Item 4. Property:** 5 Cheviot Road, Eastbourne legally described as Lot 2 DP 397111 containing an area of 794m² (CT 387293)
- Item 5. Commencement Date:** 1 March 2011
- Item 6. Due Date(s):** The Commencement Date and annually thereafter or such other dates as determined under clause 5.2 of the Licence.

RELEASED UNDER THE LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT 1987

222



Scale 1:822

Although the information displayed in the EView application has been prepared with care and in good faith, EView is an information service and is designed to be illustrative only. The Council cannot guarantee the accuracy or completeness of the information and accepts no liability for any loss suffered as a result of reliance on the information. This map is a composite of property information (LINZ data) supplied under licence to Hutt City Council.

Sourced from Land Information New Zealand data. Crow's
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- Page 21 of 21



Workflow Cover Sheet

Page 1
 Date 25/02/2011
 Time 3:59:50 p.m.
 Login Name

RECEIVED

02 MAR 2011

L11/53

Record Type LEGAL DOCUMENTS
 Container No. ENC9006139
 Primary Contact Taylor, David William



LICENCE TO OCCUPY - Drainage reserve David William Taylor and Myung^{Kim}5 Cheviot Road Eastbourne

Action Required	Action Barcode	Date Completed	Upd?
APPROVAL OF CONDITIONS - Resp.Of Hill, Irene Due Date 25/02/2011 at 3:57 p.m.		25/2/11	No
Action Required Approval Of Conditions - General manager Resp.Of Sherlock, Bruce Due Date 25/02/2011 at 3:57 p.m.		11/3/11	No
Action Required NOTING FINANCIAL CONDITIONS - Resp.Of Barton, Eileen Due Date 25/02/2011 at 3:57 p.m.		11/3/11	No
Action Required SIGN-OFF GENERAL LEGAL COUNSEL Resp.Of Hancock, Cassandra Due Date 2/03/2011 at 3:57 p.m.		14/3/11	No
Action Required Sealing, Authority Requested Resp.Of Legal and Secretariat Services Due Date 9/03/2011 at 3:57 p.m.			No
Action Required SEALING DATE ALLOCATED Resp.Of Legal and Secretariat Services Due Date 10/03/2011 at 3:57 p.m.			No
Action Required CLIENT COPY RETURNED Resp.Of Hill, Irene Due Date 11/03/2011 at 3:57 p.m.		30/3/11	No
Action Required ALL ACTIONS COMPLETED FOR FILING Resp.Of Records Management Due Date 14/03/2011 at 3:57 p.m.		31/3/2011	No

In clause 7.1 of the attached document, please change the statement:
 (storm water pipes or other Council services) to (Water supply pipes or other
 Council services).

Thanks

Diana Isaac

7/ March/2011

~~Irene, these agreements should be dated after the~~
~~licensee initials the change to 7.1.~~
 A changed.

Hutt City Council

Dataset Context6R2

End of Report

David Taylor & Myung Kim
c/- Keesing McLeod
45 Knights Road
LOWER HUTT

Attention: John Commerford

Dear David & Myung

LICENCE TO OCCUPY COUNCIL LAND ADJOINING 5 CHEVIOT ROAD,
EASTBOURNE

Thank you for returning the licence documents signed by your client. Council have made a minor amendment to the licence document (as tagged). Can your client please initial where tagged and retain one agreement. Please return the other agreement to me as soon as possible in the prepaid envelope attached.

I apologise for any inconvenience caused.

Yours sincerely

Irene Hill
PROPERTY OFFICER

Direct Dial: 04 569 0723
Mobile: 027 440 3046
E.Mail: irene.hill@urbanplus.co.nz



Workflow Cover Sheet

Page 1
 Date 29/03/2011
 Time 9:26:46 a.m.
 Login Name

L11/79

Record Type LEGAL DOCUMENTS
 Container No. ENC9006139
 Primary Contact Matthews, Philip
 Organisation Records Management



LICENCE TO OCCUPY - Drainage Reserve 5 Cheviot Road Eastbourne David William Taylor and Myung Kyu Kim

Action Required	Action Barcode	Date Completed	Upd?
APPROVAL OF CONDITIONS - <i>Resp.Of</i> Hill, Irene <i>Due Date</i> 29/03/2011 at 9:25 a.m.			No
Action Required Approval Of Conditions - General manager <i>Resp.Of</i> Sherlock, Bruce <i>Due Date</i> 29/03/2011 at 9:25 a.m.			No
Action Required NOTING FINANCIAL CONDITIONS - <i>Resp.Of</i> Barton, Eileen <i>Due Date</i> 29/03/2011 at 9:25 a.m.			No
Action Required SIGN-OFF GENERAL LEGAL COUNSEL <i>Resp.Of</i> Hancock, Cassandra <i>Due Date</i> 1/04/2011 at 9:25 a.m.			No
Action Required Sealing, Authority Requested <i>Resp.Of</i> Legal and Secretariat Services <i>Due Date</i> 8/04/2011 at 9:25 a.m.			No
Action Required SEALING DATE ALLOCATED <i>Resp.Of</i> Legal and Secretariat Services <i>Due Date</i> 11/04/2011 at 9:25 a.m.			No
Action Required CLIENT COPY RETURNED <i>Resp.Of</i> Hill, Irene <i>Due Date</i> 12/04/2011 at 9:25 a.m.			No
Action Required ALL ACTIONS COMPLETED FOR FILING <i>Resp.Of</i> Records Management <i>Due Date</i> 13/04/2011 at 9:25 a.m.			No

See above .

David Taylor & Myung Kim
c/- Keesing McLeod
45 Knights Road
LOWER HUTT

Attention: John Commerford

Dear David & Myung

**LICENCE TO OCCUPY COUNCIL LAND ADJOINING 5 CHEVIOT ROAD,
EASTBOURNE**

Thank you for returning the encroachment licence documents signed and initialled. Attached is the executed copy of the licence document for your record.

Please note that this licence is personal to you and if the property changes ownership the new owners will need to apply for a licence from the Council. Please therefore advise any prospective purchasers of this requirement in the future, prior to sale of your property.

An invoice will be sent to you shortly for the licence fee.

Yours sincerely

Irene Hill
PROPERTY OFFICER

Direct Dial: 04 569 0723
Mobile: 027 440 3046
E.Mail: irene.hill@urbanplus.co.nz



MEMORANDUM

Our Reference

5 Cheviot Rd

TO: Eileen Barton

FROM: Irene Hill

DATE: 30 March 2011

SUBJECT: DEBTOR - David Taylor & Myung
Licence to Occupy - 5 Cheviot Road, Eastbourne
Encroachment Type - Fenced Land
GL Account - 1.5150.1006

Please bill the above debtor the annual encroachment rental of \$58 including GST for the period from 1 March 2011 to 29 February 2012 and recurring annually thereafter.

The current address for invoicing is the same as above.

Can you please advise the debtor number so I can update my database.

Thanks

A handwritten signature in black ink, appearing to read 'Irene Hill', is written over the printed name.

IRENE HILL
PROPERTY OFFICER