



LICENCE TO OCCUPY ROAD RESERVE AND ERECT
TEMPORARY FENCE

Ashburton District Council
Infrastructure Services
PO Box 94
ASHBURTON 7740
Phone 03 307 7700

File No. 0510-53-01

Permit No. _____

Dear Sir/Madam

Date of application: _____

AN AGREEMENT made on _____

BETWEEN THE ASHBURTON DISTRICT COUNCIL ('the Council') AND

_____ ('the Licensee').

In consideration of the conditions and covenants herein contained or implied, and on the Licensee's part to be observed and performed, THE COUNCIL HEREBY GRANTS to the Licensee –

- A. The right to erect _____ metres of _____ fence to bound that area of the unformed portion of _____ Road ('the land') in the position and according to the specification approved by the Operations Manager.
- B. The right to occupy the land until such right is determined under any of the provisions herein contained.

THE LICENSEE hereby covenants with the Council as follows:-

1. That the fence is to be stock proof and of a temporary nature only and is to be erected not closer than two metres from the edge of the gravel on a graveled road or three metres from the edge of the seal on a sealed road, and shall be erected to the satisfaction of the Infrastructure Services Manager or his representative.
2. That the fence may not be erected so as to enclose both sides of road reserve without special authority from Council and if a fence already encloses the opposite side of the road the permit is inoperative until referred back to Council for confirmation.

3. That the Licensee, his executors and administrators will indemnify and keep indemnified the Council, so long as the fence shall be on the road reserve, from and against all actions, claims and demands brought or made against the Council in any way arising out of or in connection with the existence of the said fence on the road line adjoining his property.
4. That the Licensee will paint the corner or end posts white.
5. That the Licensee will not cultivate the road flank until he has applied and received from the Council permission to carry out such work.
6. That the Licensee accept responsibility for the cost of repairs to underground water or sewerage pipes or telephone or power cables that may be damaged as a result of the erection, repair or demolition of the fence and will make his own enquiries from the relative authorities regarding the presence of any such pipes or cables.
7. That the Licensee accept responsibility for the clearing and keeping clear of all inlets and/or outlets of roadside culverts and cut-outs enclosed within the temporary fence. (Note – past experience has shown that stock grazing on enclosed road reserves has caused considerable blocking of roadside drains with resultant flooding).
8. That the Licensee will keep cut all growth between the fence line and the road verge to ensure that the fence is visible to road users at all times.
9. That if any electric fence is erected it shall be at the discretion of the Infrastructure Services Group Manager or his representative and in accordance with Regulation AS/NZS 3014 2003 Electrical installations – Electric Fences.
10. That the Licensee will not construct, allow or cause to be constructed any structure on the land.
11. That the Licensee will during the continuance of the license keep the fence in good order and repair.

AND IT IS HEREBY AGREED BY AND BETWEEN THE COUNCIL AND THE LICENSEE –

1. That the said fence may remain in position until _____ or at the pleasure of the Council).

2. That the Council may withdraw, at any time, the consent granted hereunder and the Licensee undertakes to remove the said fence forthwith back to his property boundary.

3. That the Licensee will not be entitled to any compensation on the withdrawal of the Council's consent, and agree to meet the cost of any remedial work undertaken by the Council as the result of the Licensee's failure to comply with the provisions of the License.

4. That no stock shall be grazed within the enclosure during the hours of darkness.

5. That the licence to occupy is not transferable, and the Council may enter upon the land at any time.

Signed on behalf of the
ASHBURTON DISTRICT COUNCIL
Under delegated authority by:

ROADING MANAGER

LICENSEE

DATE

LICENSEE ADDRESS

PHONE NUMBER