

Application to Place a Fence on and Utilise Road Reserve

Marlborough District Council
P O Box 443
BLENHEIM

Application No. _____

Receipt No. _____

I/We _____
(full name)

of _____
(postal address)

Contact Ph. _____

Being the adjoining owner/occupier hereby apply for permission to erect a fence and utilise an area of

road reserve on _____
(road name)

fronting _____ as shown on the attached plan. (See rear of form)
(legal description of property)

The proposed utilisation is: _____
(ie; grazing, landscaping, drainage etc)

The type of fence proposed is: _____
(ie; post and wire, netting, rails, etc.)

The type of landscaping proposed is: _____
(ie; type of shrubs, etc)

I/we wish to remain on the reserve for: : _____
(state time period)

If application approved I/we accept the conditions as stated in the form of agreement (copy attached) and herewith enclose \$30.00 (GST incl) being application fee required.

Signature: _____

Date: _____

NOTE: This application is to be accompanied by written acknowledgement (in the space below) from Telecom and Marlborough Lines stating that the proposed utilisation/fence does not conflict with their operations:

For Telecom NZ Limited

For Marlborough Lines

For Marlborough Roads

Application approved/declined _____
MDC approved

PLAN – to show dimensions to road boundary and to existing sealed/unsealed carriageway.

- PARTIES:
1. Marlborough District Council, District Council in terms of the Local Government Act 1974 ('the Council').
 2. _____ ('the Occupier')

Explanatory Part

Council and the Occupier have agreed that the Occupier shall have rights to occupy a portion of legal road upon and subject to the terms and conditions below.

The Land

That portion of legal road more particularly described in the schedule hereto.

Specific Conditions

Commencement Date: _____ 2...

Term: The period from _____ 20.. to 30 June 20.. (subject to the termination provisions in General Conditions).

Fee: For the period from _____ 20... to 30 June 20... \$..... per annum inclusive of Goods and Services Tax.

Payment of Fee: Annually in advance.

Fee Review Date: and three yearly thereafter

Permitted Use: _____
as described more particularly in the schedule hereto.

General Conditions

1.00 Covenants by Occupier

The Occupier hereby covenants with Council as follows:

Pay Fee

1.01 The Occupier shall pay the fee in advance on due date without deduction.

Restrictions on Use

1.02 The purpose of this Agreement is to allow the Occupier to use the land for the permitted use referred to above. It is not an agreement granting exclusive possession against Council.

Management

- 1.03
- (a) The Occupier shall keep any improvement on the land in a good and tidy state.
 - (b) No fences or other erections or works shall be constructed or performed so as to constitute a danger to any user of any road, nor shall the same obstruct traffic or visibility.
 - (c) Before erecting any fence on the land the Occupier must obtain the approval of the Marlborough District Council but such approval shall not place any liability or responsibility on the Council or relieve the Occupier of any of the Occupier's liabilities or responsibilities.
 - (d) The Occupier shall not excavate or permit to be excavated any part of the land.
 - (e) The Occupier shall repair at the Occupier's own expense any damage caused to any services under, on or above the land as a result of this agreement.

Term

- 1.04 (a) The term of the agreement shall be that provided in specific conditions.
- (b) Subject to the Occupier fulfilling the terms and conditions of this Agreement to the Council's satisfaction, the Council may at its sole discretion renew this agreement for a further term.
- (c) The agreement shall be renewed in the following manner:
- (i) Not less than one calendar month before the expiry of the term of this agreement, the Council will send to the Occupier an invoice of the fee for a further term together with an acceptance of renewal form.
 - (ii) The Occupier shall have 30 working days from the date of the invoice or such further time as Council may at its discretion allow in which to return the signed acceptance of renewal form and to make the appropriate payment. Acceptance of payment by Council will constitute a renewal.

Comply with Statutes and Bylaws

- 1.05 The Occupier shall comply with the provisions of all statutes regulations ordinances and bylaws (present or future) affecting the property or any activity carried on thereon and also (insofar as they affect the property) with the provisions and requirements of all licences requisitions and notices lawfully issued made or given by any authority of competent jurisdiction.

Agreement not Assignable

- 1.06 This agreement is not assignable.

Indemnity

- 1.07 The Occupier shall indemnify Council against all damage or loss however it may accrue resulting from any act or omission on the part of the Occupier or its agents, employees, contractors, invitees or other persons for whom the Occupier is responsible or resulting from any use of the land.

Termination

- 1.08 Council or the Occupier may terminate this Agreement by giving fourteen (14) days notice in writing to the other party. No reason or justification for termination need be given. In the event of termination no refund shall be paid in respect of any unexpired portion of the term which would otherwise have applied.

Improvements

- 1.09 On termination or expiration of this Agreement there shall be no entitlement to compensation for any improvements on the land though the right shall be available to the Occupier if all fees have been paid and conditions of the Agreement met to remove any improvements effected or purchased by the Occupier from the said land and the Council may at its discretion require the Occupier to so remove such improvements. Generally the land shall be restored to its state at the commencement of this Agreement. Any improvements on the land which remain after the expiration or sooner termination of the term may at Council's option be forfeited to Council. Notwithstanding the foregoing any trees planted on the land shall vest in Council and shall remain the property of Council upon the expiration or termination of this Agreement.

Inspection

- 1.10 The Council and its officers and agents retain the right at all reasonable times to enter upon the property to inspect same or any structures and improvements thereon.

Arbitration

- 1.11 In the event of any dispute arising which relates in any way to this Agreement the dispute shall be settled by a single arbitrator to be agreed upon by the parties but in default of agreement to be appointed by the President for the time being of the Law Society having jurisdiction in the District of Marlborough.

DATED this _____ day of _____ 2...

SIGNED for and on behalf of the)
MARLBOROUGH DISTRICT COUNCIL)
in the presence of)

SIGNED by the said)
_____)
in the presence of:)

SCHEDULE

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