

Ref: FR 808

LICENCE TO OCCUPY SOUNDS FORESHORE RESERVE
PURSUANT TO SECTION 7 OF THE RESERVES AND OTHER LANDS DISPOSAL ACT 1982

THIS DEED made the **1st** day of **July** 19 **83** between THE MINISTER OF LANDS (hereinafter referred to as "the Licensor") of the one part, and

Lyall Nicholls of Christchurch, Company Director

(hereinafter referred to as "the Licensee") of the other part:
 WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants conditions and agreements herein contained or implied and on the part of the Licensee to be paid observed and performed, the Licensor doth hereby authorise the Licensee to occupy all that piece of land of the dimensions of containing **11.4 square metres**

situated in the Land District of **Marlborough** and being that portion of the reserve for local purpose (Sounds foreshore) fronting **Lot 1 DP 2919, Block IV, Linkwater Survey District Certificate of Title Volume 1A folio 12/54 as the same is more particularly described in the Schedule below and also**

~~as the same is more particularly delineated in bold black lines on the plan attached hereto~~ (hereinafter referred to as "the said land"), for a term of **7½** years commencing on the **1st** day of **July** 19**83** subject to the payment of an annual rental of **Twenty Dollars**

(**\$ 20.00**) payable without demand to the **Marlborough Sounds Maritime Park Board** (hereinafter referred to as "the Board") at **Blenheim** half-yearly in advance on the first day of **January** and **July** in each and every year during the said term: and thereafter an annual rental payable in advance on the aforesaid days in each year, as provided in Clause 2 of the conditions set out below:
 AND SUBJECT ALSO TO THE FOLLOWING CONDITIONS, VIZ:

1. That the Licensee will at all times pay punctually the rent as hereinbefore provided.
2. That the annual rental hereunder shall be subject to a regular review by the Board. Provided that any such review shall not take place at less than 12 monthly intervals.
3. That the Licensee will not assign, sublet, mortgage, charge, grant any lien, or otherwise dispose or part with the possession of the whole or any part of the said land without the prior consent in writing of the Licensor provided that no consent shall be required to give effect to a valid rule or assignment in terms of Clause (12) hereof.
4. That the Licensee will keep the said land free from gorse, broom, noxious weeds, rabbits and other vermin.
5. That the Licensee will not erect or place on the said land any building structure or fence or additions to any existing buildings, structures or fences or replace any of the existing buildings, structures or fences without the prior written approval of the Board.

6. That the Licensee will pay all rates and other charges which may be lawfully imposed on him as occupier of the said land.
7. That the Licensee will maintain all buildings and structures in a neat and tidy condition to the satisfaction of the Board.
8. That the Licensee will not hinder or obstruct access to the general public over any part of the aforesaid reserve not included in the within licence nor wilfully obstruct, disturb, annoy or interfere with any other person in the lawful use or enjoyment of the reserve as aforesaid.

AND it is hereby agreed and declared as follows -

9. The Licensor may determine this licence at any time when the public interest so requires upon giving the Licensee one calendar month's notice in writing of his intention so to do.
10. That if the Licensee shall during the term hereby granted pay the rent hereby reserved and faithfully observe and perform all the covenants, conditions, agreements and restrictions on the part of the Licensee herein contained and implied up to the expiration of the said term and shall have given notice in writing to the Licensor at least three calendar months before the expiration of the said term of his desire to take a renewed licence of the said land then the Licensor will at the cost of the Licensee grant to the Licensee a renewed licence to occupy the said land for a further term of 10 years computed from the expiration of the term hereby granted at a rent to be determined by the Licensor AND if such further licence be granted as aforesaid then at the expiration of the second term of 10 years and at the expiration of every subsequent term of 10 years thereafter the Licensee (provided always that the Licensee shall in each and every case have faithfully observed and performed all the covenants, conditions, agreements and restrictions on the part of the Licensee contained and implied in these presents or in any such renewed licence contained and implied) shall upon giving such notice as aforesaid in a similar manner be entitled to a further renewed licence for a period of 10 years at a rent to be determined by the Licensor at the time of such further renewed licence being granted in a manner as herein provided.

AND further that each such renewed licence shall be subject to and contain similar covenants, conditions, agreements and restrictions in all respects to those in these presents contained and implied save except in respect of or with regard to the annual rent to become payable in respect of each renewed licence AND also that each renewed licence shall be at the expense of the Licensee.

11. That if on the expiration of this licence or any renewed licence the Licensee shall not require a renewal thereof or if the term of this licence or any renewed licence is determined otherwise than by effluxion of time the Licensor shall not be called upon or be liable to pay any compensation whatsoever for any buildings, erections or improvements of whatsoever nature effected or purchased by the Licensee PROVIDED HOWEVER that if the Licensee shall have paid the rental reserves and observed and performed the covenants, conditions, agreements and restrictions on the part of the Licensee herein contained or implied then the Licensee shall within six calendar

DRAWN BY
DATE 12-10
SURVEY F

MAR

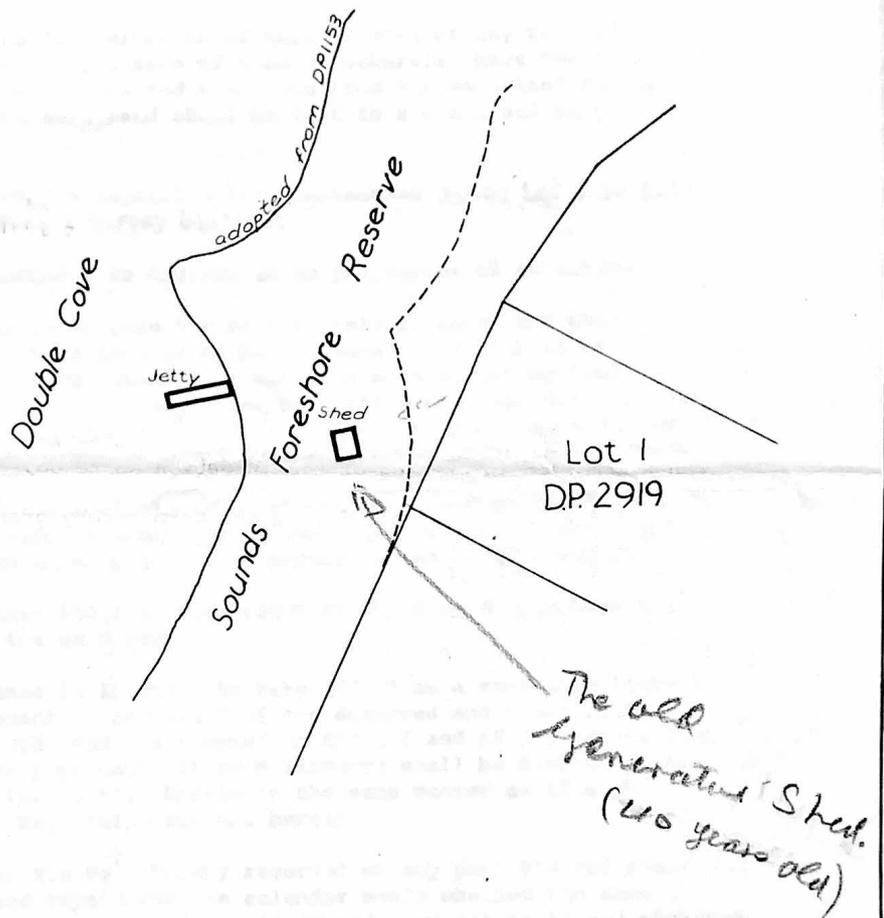
FILE FR 6
STRUCTURE

COLOUR

DATE OF H

CONDITION

COMMENTS



DRAWN BY <i>Q</i>	PLANS DP 2919	SCALE 1: 750	ENCROACHMENT FRONTING	
DATE 12-10-83	FIELD BOOK 1022p 42	AIR PHOTOS SN3781 D24	Lot 1, DP.2919	
MARLBOROUGH COUNTY		RECORD MAP P27/62	BLOCK IV	LINKWATER S.D.
FILE FR 808	RENTAL	TERM	LICENSEE L. NICHOLLS	
STRUCTURE		SIZE	FOUNDATIONS	
COLOUR			FRAMING	
DATE OF INSPECTION			SHEATHING	
CONDITION			ROOF	
COMMENTS				

