

APPLICATION FOR LICENCE TO OCCUPY FENCE ON ROAD RESERVE



File No: 18074

APPLICANT DETAILS

Name of Applicant:		Phone No:	
Property Owner:			
Site Address:			
Postal Address:			
Road Name:			
Road Origin:		Fence Type:	
Fence Length:		Attach Detailed Site Plan/Photos (Mandatory)	

APPLICANT'S DECLARATION

I have read and understood the procedure and Terms of Licence as attached and enclose Licence Fee.

- the owner of the property
 the applicant, authorised by the owner to make this amendment

Signature		Date	
Name (print clearly)			

OFFICE USE ONLY

Licence Number	
Rating Assessment Number	
RAPID Number	
Road Name	
Road Origin	
Start Distance from Origin	
Fence Length	
Fence Type	
Other Information	

Receipting Details

Property ID:		Date Received:	
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PROCEDURE

1. Apply for permission on standard form.
2. Fees & Charges are as detailed on Stratford District Council Website (www.stratford.govt.nz).
3. Upon receipt of the application, a Council officer will arrange a site meeting with you to inspect the proposed fence line.

Should you disagree with the location, please contact the Director Environmental Services for a review of your application.

4. After the fence line has been approved a Licence to Occupy will be issued. The fence **shall not be** erected before receipt of the Licence to Occupy.
5. The Licence to Occupy is subject to the following Terms of Licence.

TERMS OF LICENCE

1. The term of the Licence to Occupy shall be for the life of the fence from and including the date of granting of this licence unless terminated or cancelled earlier as allowed for in the Licence.
2. Should either the Licensor not renew the Licensee's Licence to Occupy or the Licence to Occupy be otherwise terminated, then the fence shall be relocated to the legal boundary of the land and all costs associated with this shall be at the Licensee's expense.

Scope of Agreed Occupancy of the Land

3. The only structures permitted to be placed on the land by or on behalf of the Licensee are the length or lengths of fence and any associated gate, all located as shown on the plan or otherwise detailed in Schedule A to this Licence.
4. Any barberry plants or hedges adjacent to the legal boundary of the land shall be completely removed at the Licensee's expense before any fence is erected on the land.
5. The Licensee shall not grow or allow to grow any hedges, vines, shrubs or trees on the land.

Restrictions on the Fence Materials and Location of the Fence

6. Barbed wire is not permitted to be used on the fence.
7. No electric wires shall be used on the fence unless specifically approved in writing by the Licensor.
8. Any gate required for the fence shall be recessed to either the legal boundary of the land or 15 metres from the road centre line, whichever is the lesser distance.
9. No part of the fence is to be within 6 metres of the road centre line unless specific written approval is given by the Licensor within Schedule A to this Licence.
10. The fence shall be maintained in a stock proof condition.

Licensors Right of Entry

11. The Licensor or its agent is able at all times to gain access to the land for the purpose of maintaining either the road reserve or any culvert or any other structure either for emergency remedial work or after having first given reasonable notice to the Licensee.

Cancellation and Termination of Licence

12. In the event of any breach of any conditions of this licence or in the event of the whole or any part of the land being required for any other purpose, this licence may be reviewed at any time by the Licensor in respect of the whole or any portion of the land upon the Licensor giving to the Licensee three calendar months notice in writing of its intention to either cancel the licence or amend, delete or add to the conditions of the Licence.
13. The Licensee may at any time terminate the Licence by relocating the fence to the legal boundary of the land.
14. There shall be no right of renewal contained in this Licence.