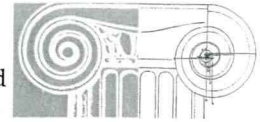


File reference
Enquiries
Email

Pipeline Agreements & property file for 140 Awamoa Road
Kushla Morgan
kmorgan@waitaki.govt.nz



Waitaki DISTRICT
COUNCIL

19 May 2010

E & B Badcock
140 Awamoa Road
RD 6 D
Oamaru 9492

Waitaki District Council
Private Bag 50058, Oamaru 9444

Tel: 03-433 0300
Fax: 03-433 0301

20 Thames Street
Oamaru, New Zealand
Website: www.waitaki.govt.nz
Email: csunit@waitaki.govt.nz

Dear Erik and Bev,

Agreement for Placement of Private Pipelines in Awamoa Road

Thank you for your application for post construction approval for placement of a Private Pipeline. I apologise for the delay in response.

Two copies of the Pipeline Agreement are included in this delivery. Both require signatures from you and a witness. Please keep one for your records and return the other so that it may be kept on the property file for 140 Awamoa Road.

Yours faithfully

Kushla Morgan
Engineering Officer - Roads

Pipeline Agreement

This Deed made the nineteenth day of May two thousand and Ten between the **WAITAKI DISTRICT COUNCIL** (which with its successors and assigns is hereinafter referred to as "the Council") of the one part and

(full names) Erik James & Beverley Jean Badcock

(occupation) _____

(address) 140 Awamoa Road RD 6-D Oamaru

(hereinafter referred to as "the Grantee") of the other part witnesses that in consideration of the rent hereinafter reserved and subject to the terms and conditions herein contained or implied and on the Grantee part to be paid observed and performed **the Council hereby grants** to the Grantee for the term of one year from the first day of March two thousand and Ten and so on from year to year until determined under any of the provisions herein contained **the right** of laying a line of Sewer pipes (Awamoa) mm in diameter under Road/Street in the position and to the levels approved by the Council and approximately as marked on the attached plan and the Grantee hereby covenants with the Council as follows:

1. THAT the Grantee will pay to the Council the rental of \$10.00 payable in advance for the first year of this grant and thereafter one peppercorn per annum if demanded.
2. THAT the work of laying and maintaining the said pipes under the said road shall be done to the satisfaction of and subject to the directions of and the conditions stipulated by the said Council provided that if the said Council shall so decide the whole or part of the work shall be done by or under the supervision of the Waitaki District Council and the Grantee shall pay the cost of the same to the Council on demand.

3. THAT the pipes shall be placed at a depth of and with a cover of not less than () mm below the road surface in such a manner that use of the road is restricted as little as possible during construction and the surface reinstated to its original condition and the Grantee shall be responsible for the maintaining of a minimum covering of that depth **provided always** that upon twenty four hours notice given at any time to the Grantee by the Council the pipes shall at the expense of the Grantee in all things be lowered to and covered to a depth to be specified in such notice again reinstating the road to its original condition.
4. THAT in the event of the realignment or reconstruction of the said road the pipeline shall be laid under such new alignment or foundation under the same conditions as herein before set out, and such work shall be carried out at the expense of the Grantee in all things.
5. SUBJECT to the provisions of clause 2 hereof the Grantee shall on first obtaining the consent of the said Council have permission to enter on to the road at all reasonable hours during the term of this grant for the purpose of effecting any necessary repairs or alterations to the said pipes or for the purpose of maintaining the same.
6. THAT the work will at all times be open to inspection by an officer of the Waitaki District Council and any request made the said officer with a view to the preservation of improvement in the method of carrying out the work or of the material used shall be given effect to by the Grantee immediately.
7. THAT the Grantee will well and effectually indemnify the Council from and against all costs, actions, demands, suits, damages and proceedings of any kind for and in respect of any damage that might result to or be suffered by the Council or any person directly or indirectly by reason of the grant or exercise of the rights hereby conferred.
8. THAT the Grantee will during the continuance of the rights hereby conferred keep in proper order and condition the pipeline laid in pursuance of these presents with as little interference as is possible to the surface of the road above the said pipeline and will make good to the satisfaction of the said Council at the Grantee's own cost any damage done to the road within the boundaries of the legal road reserve during the carrying out of the work which is authorised under the provisions of this grant.

9. THAT the Grantee shall be liable to the Council for the cost of repairing any damage which may occur to the road from any breakage or leakage in the said pipes.
10. THAT the Grantee shall not hold the Council liable for any accident or damage to the said pipes.

AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:

1. NO vested right shall be hereby created and the within grant shall not be transferable.
2. THE Council or the Grantee may terminate this grant at any time by either giving to the other fourteen (14) days notice in writing and on expiration of such notice the rights hereby created shall absolutely cease and determine and the Grantee shall thereupon remove or otherwise deal with the said pipes as may be directed by the said Council and leave the road where disturbed in good order and condition to the satisfaction of the said Council.
3. ON breach of any of the within conditions this grant may be cancelled.
4. THE Grantee shall not be entitled to any compensation at the termination of this grant.
5. IN the construction of these presents when any notice is to be given it shall be sufficient in cases where the notice is to be given by the Council that such notices be signed by some person acting under the Council's express or implied authority and sent by post or telegram addressed to the Grantee at the Grantee's then or last known address.

IN WITNESS WHEREOF the Council (in exercise of the powers conferred by the Local Government Act 1974 and the Public Works Act 1981) and the Grantee have executed these presents the day and year first above written.

SIGNED by Waitaki District Council Officer:

Name Kushla Morgan
Position Engineering Officer - Roads
Signature 

SIGNED by the applicant:

Name _____
Company _____
Signature _____

in the presence of :

Witness _____
Address _____
Occupation _____
Date _____

IN WITNESS WHEREOF the Council (in exercise of the powers conferred by the Local Government Act 1974 and the Public Works Act 1981) and the Grantee have executed these presents the day and year first above written.

SIGNED by Waitaki District Council Officer:

Name Kushla Morgan
Position Engineering Officer - Roads
Signature 

SIGNED by the applicant:

Name Bruce Badcock
Company _____
Signature B/Badcock

in the presence of :

Witness JOHN MACKENZIE
Address 264 RESERVOIR RD 1 DRD DAMARU.
Occupation FARMER
Date 22/5/10.

Signed copy