

INFORMATION PACK

Waikouaiti land administered by Dunedin City Council as recreation reserve

Intention to Grant three (3) Licences to
Occupy to continue sheep grazing on
various land parcels at Waikouaiti

- Public Notice
- Three (3) area descriptions with aerial photographs for the land at Waikouaiti to be offered for grazing licences.
- Sample draft Licence to Occupy for Grazing
- Submission form
- Copy of Section 74 of the Reserves Act 1977



**NOTICE OF INTENTION TO GRANT
LICENCES TO OCCUPY
FOR SHEEP GRAZING ON RECREATION RESERVE AT WAIKOUAITI**

In terms of Section 74 of the Reserves Act 1977, the Dunedin City Council gives Notice of its Intention to Grant three (3) Licences to Occupy to continue sheep grazing on various land parcels at Waikouaiti described in the Area descriptions provided with the Information Pack.

All the land is administered by the Dunedin City Council under an appointment to control and manage and is held as recreation reserve subject to the Reserves Act 1977.

A full Information Pack is available from www.dunedin.govt.nz – Consulting On.

Submissions or objections can be made at www.dunedin.govt.nz/consultation or e-mailed to par.admin@dcc.govt.nz or posted to Waikouaiti Grazing Licences, Parks and Recreation Services, Dunedin City Council, P O Box 5045, Dunedin, 9058.

Submissions should include the submitter's name and postal address and whether or not they wish to be heard in relation to their submission to the proposal.

Submissions should be received by 4.00 pm, Monday 15th December 2025.

Area 1 - Proposed Grazing licence to Rachel Pape



Area for grazing Licence: Rachel Pape
2.5232 ha Lots 1 and 2, Deeds Plan 199, Town of Hawksbury,
part GN 800448 (NZ Gazette 1992 p 683)

Area 2 – Proposed Grazing Licence to Alan Poulsen – white outline



Area for Grazing: Kirkwall Street

31.9046 ha more or less being Lots 24 – 29, 32, 53 – 55, Deeds Plan 199, part GN 800448 (NZ Gazette 1992 p 683) and Lots 17, 18, 20 – 23, 30, 31, 33 – 52 and 60 – 62, Deeds Plan 199

Area 3 – Proposed Grazing Licence to Paul Toomey

(Access is off Tumai Station Road or Part Kirkwall Street)



(Area of grazing occupation outlined in red. 10.6654 ha more or less being Lots 3, 5, 6, 8 – 16, 19 Deeds Plan 199, and part Section 17, Block XVIII, Town of Hawksbury, part GN 8000448)

LICENCE TO OCCUPY FOR GRAZING

BETWEEN DUNEDIN CITY COUNCIL (Licensor)

AND [NAME] (Licensee)

WHEREAS

- A. THE Licensor authorises the temporary occupation of part of the land at ??? ???? Waikouaiti contained in Records of Title ??? & ??? being more particularly the land highlighted in yellow on the plan attached as Schedule 1 (**Land**).
- B. The Licensor and the Licensee have agreed that the Licensee shall receive a licence to temporarily occupy the Land for the purpose of grazing and have entered into this Licence to Occupy (**Licence**) to record the terms and conditions governing the grant of that licence.

THIS LICENCE RECORDS

1. Grant of Licence

- 1.1 The Licensor grants to the Licensee a non-exclusive licence to temporarily occupy the Land for a term of [ten (10)] years commencing on [commencement date] and expiring on [expiry date].

2. Licence Fee

- 2.1 A Licence fee of [ANNUAL DOLLAR FEE] plus GST is payable in advance on [START DATE BUT NOT INCLUDING YEAR] in each and every year.
- 2.2 IT is agreed between the parties that the Licence fee may be reviewed by the Licensor at three yearly intervals from the commencement date of this Licence. [MAY OR MAY NOT BE RELEVANT]
- 2.3 IT is agreed between the parties that the annual Licence fee shall be altered with effect on the 1st day of July in each year of the term by the application of the same percentage increase or decrease as the percentage increase or decrease in the rates struck by the Council for that rating year compared with that of the previous rating year and the new rent so fixed shall be substituted for that of the previous year. Until such time as the rates are struck for the new rating year the rent shall continue to be paid at the same rate as in the previous year and when the rates are struck an adjustment will be made for the balance of rent owing by or the refund of rent due to the Licensee.

3. Terms of Licence

- 3.1 Subject to clause 7 this Licence is terminable by either party giving to the other party not less than six calendar months' notice in writing to terminate.

4. Use and Maintenance

- 4.1 The Licensee will keep all fences, gates, drains and other improvements on the said Land in good order, condition and repair.

- 4.2 The Licensee will not erect any structures, buildings or other improvements on the land. The installation of fencing, gates and other non permanent structures may be permitted with the prior written approval of the Licensor. However there will be no reimbursement of costs by the Licensor to the Licensee for such installations.
- 4.3 The Licensee will keep the land free from rabbits and vermin, gorse, broom and other undesirable plants and will keep the land in a tidy condition including fertilising the land if required and shall not in any way commit waste, or impoverish the land.
- 4.4 The Licensee must erect and maintain adequate fencing (permanent, temporary or electric fence) within the Land to ensure the stock is kept on the Land and cannot leave or stray from the Land. The fencing must be maintained in good condition and repair at all times to the satisfaction of the Licensor.
- 4.5 The Licensee must ensure, if practicable, that the land is fenced (permanent, temporary or electric fence) so as to prevent stock access to any water courses adjoining, or on, the land and that, if practicable, an adequate ungrazed vegetation strip is maintained along all water courses so as to minimize effluent from stock entering water courses to the satisfaction of the Licensor.
- 4.6 The Licensee must not grow any crops on the Land except for grass. Upon expiry or early termination of this Licence, the Licensee must ensure that the Land is left in good grass pasture, including fertilising the Land if required.
- 4.7 The Licensee shall stock the land in accordance with the rules of good husbandry generally recognised in the area and shall not overstock, or depasture more stock than the land will reasonably carry and shall not graze animals such as cattle, or pigs and shall immediately remove any dead animals from the land.
- 4.8 Subject to clause 4.9, The Licensee shall not store or use anything on the Land that does not relate directly to the keeping of stock on the Land.
- 4.9 The Licensee must not store any inflammable, dangerous or toxic substances, or contaminate the Land and must not leave or keep rubbish on the Land.
- 4.10 The Licensee shall not cut nor modify any trees or shrubs on the land without obtaining the prior written approval of the Council Parks and Recreation Services. The Licensor shall have the right, at its sole and absolute discretion, to cut or modify any trees or shrubs on the land. The Licensor shall give the Licensee at least 24 hours' notice of its intention to cut or modify any trees or shrubs on the land, except in a situation where the Licensor considers it an emergency situation and/or a safety risk to persons and/or properties. In that case, the Licensor will not be required to give any notice. Nothing in this clause shall require nor imply that the Licensor must cut or modify any trees or shrubs on the land.
- 4.11 The Licensee will not do or suffer to be done in or upon the Land anything that may become a nuisance or annoyance to the Licensor or to the users of other parts of the land or to owners or occupiers of adjoining lands.
- 4.12 The Licensee will comply with:
- (a) all applicable laws (including statutes, ordinances, regulations and bylaws); and

- (b) all consents, conditions and requirements of any Authority having jurisdiction or authority over or in respect of the Land or its use.

5. Regulatory Capacity

- 5.1 The Licensee acknowledges that the Dunedin City Council enters into this Licence as licensor only and not in any regulatory capacity and no consent or waiver by the Dunedin City Council in terms of this Licence shall be construed in any way to operate as a consent, waiver, permission or the like by the Dunedin City Council as a regulatory body and vice versa in such matters as (by way of example only) resource/planning, consents, building consents, health/food certifications or building regulation matters.

6. Rates and other Charges

- 6.1 The Licensee will pay all rates (if any) and other charges which may be lawfully levied on the Licensee as occupier of the land.

7. Licence and Assignable

- 7.1 The Licensee shall not assign the benefit of this Licence, grant any sub-licence or otherwise deal in any manner with this Licence.

8. Termination

- 8.1 If the Licensee no longer owns or occupies the property at [ADDRESS] then this Licence shall immediately terminate whereupon the Licensee shall remove all stock from the land. [If Licensee is the adjoining owner]
- 8.2 Either party may terminate this Licence for any reason by giving one months' written notice to the other party.
- 8.3 If the Licensee breaches any of the conditions of this Licence then the Licence shall be terminable on one month's notice in writing given by the Licensor to the Licensee.
- 8.4 If all or any part of the land is required by the Licensee for Recreation or any other purpose then this Licence shall be terminable on three (3) months' notice in writing given by the Licensor to the Licensee.
- 8.5 In the event that the Licence is determined as to any part of the land, the Licensor shall in its discretion adjust the amount of the annual fee payable by the Licensee.
- 8.6 If this Licence is terminated by the Licensor or the Licensee or expires through the effluxion of time the Licensee shall not be entitled to compensation for any improvements to the land but may, within such time as the Licensor shall determine, remove any improvements effected or provided by the Licensee, and shall make good any damage caused by the removal of such improvements.

9. Risk and Indemnity

- 9.1 The Licensee shall use and occupy the land entirely at the Licensee's risk in every respect. The Licensor gives no warranty as to the suitability or otherwise of the land for grazing, and further shall have no liability to the Licensee or to any other person for damages or loss suffered by the Licensee or other person in respect of the Licensee's use and occupation of the land.

- 9.2 The Licensee agrees to indemnify the Licensor from and against all liability, claims, costs and expenses that may be made or brought against the Licensor or incurred or suffered by the Licensor arising from the Licensee's use and occupation of the Land.
- 9.3 The Licensee shall keep and maintain an insurance policy with a minimum public liability cover of \$2,000,000.00 to indemnify the Licensee and the Licensor. The Licensee shall provide evidence of the insurance policy required under this clause upon request by the Licensor.

10. Notices

- 10.1 Any notice to be given under this Licence shall be in writing and delivered to the addresses shown below or to such other addresses either party may notify to the other in writing:

(a) Licensor

Contact person: [add]
 Email address: [add]
 Phone number: [add]
 Postal address: PO Box 5045, Dunedin 9054

(b) Licensee

Contact person: [add]
 Email address: [add]
 Phone number: [add]
 Postal address: [add]

11. Variation

- 11.1 No amendment to this Licence will be effective unless made in writing and signed by both parties.

12. No Lease

- 12.1 This Licence does not create any lease, tenancy or interest in the land.

13. Costs

- 13.1 Each party shall pay for its own legal costs in relation to the preparation, negotiation and execution of this Licence.

THIS LICENCE WAS EXECUTED the _____ day of _____

2025

SIGNED for and on behalf of the
DUNEDIN CITY COUNCIL as Licensor
 by its authorised officer under delegated
 authority:

Signature

Name

Position

SIGNED by **[Name]** as
Licensee:

Signature

SIGNED by **[Name]** as
Licensee:

Signature

SCHEDULE 1

Area for grazing licence to [Name]
Legal Description of the Land



Submission on Intention to Grant Licences to Occupy to continue sheep grazing on recreation reserve land at Waikouaiti

Send to: Senior Leasing and Land Advisor
Parks and Recreation Services
Dunedin City Council
P O Box 5045
Dunedin 9058

On-Line www.dunedin.govt.nz/consultation

Email par.admin@dcc.govt.nz

Submissions close with Council at 4.00 pm, Monday 15th December 2025

Name: _____

Organisation (if appropriate): _____

Office held within Organisation (e.g. President, Secretary etc.):

_____ Tick if submitting for Organisation: ☐

Address: _____

_____ Post code: _____

Phone: _____

E-mail: _____

Submission on the proposed Licences to Occupy for Grazing
(please specify which proposed licence your comments relate to – 1, 2 or 3)

[illegible]



New Zealand Legislation

Reserves Act 1977

If you need more information about this Act, please contact the administering agency: **Department of Conservation**

- with search matches highlighted

74 Licences to occupy reserves temporarily

- (1) Licences may be granted under subsection (2) for any purpose specified in that subsection, and the conditions thereof and the rents, royalties, and fees payable thereunder shall be fixed—
 - (a) in the case of a government purpose reserve, by the Minister of the Crown (other than the Minister of Conservation) appointed to control and manage the reserve:
 - (aa) in the case of a government purpose reserve controlled by the Minister, by the Minister in accordance with the provisions of Part 3B of the Conservation Act 1987:
 - (b) in the case of any other reserve except a nature reserve—
 - (i) by the administering body where the reserve is vested in or controlled and managed by such a body:
 - (ii) by the Commissioner in any other case:

provided that a licence to occupy any historic, scenic, or scientific reserve, or any part thereof, shall not be granted without the consent of the Minister.
- (2) Where, in the opinion of the Minister or, as the case may be, the administering body or the Commissioner, it is necessary or desirable for the management of the reserve for the purpose for which it is classified, licences to occupy any recreation, historic, scenic, scientific, government purpose, or local purpose reserve, or any part of any such reserve, may be granted for the following purposes:
 - (a) grazing, gardening, or other similar purposes:
 - (b) cutting, felling, or removing timber or flax, or to win and remove timber or flax or to win and remove kauri gum.
- (3) Before granting any licence under subsection (2), the administering body or the Minister of the Crown (not being the Minister of Conservation), as the case may be, shall give public notice in accordance with section 119 specifying the licence proposed to be granted, and shall give full consideration in accordance with section 120 to all objections and submissions in relation to the proposal received pursuant to the said section 120.
- (3A) Nothing in subsection (3) shall apply—
 - (a) in the case of any government purpose reserve or local purposes reserve; or
 - (b) in the case of any recreation, historic, scenic, or scientific reserve, where public notice of the proposal has been given under any other provision of this Act or where the reserve is vested in the Crown.
- (3B) The Minister may, in respect of any reserve administered or controlled by him or her, grant a concession in accordance with the provisions of Part 3B of the Conservation Act 1987 as if the reserve were a conservation area; and that Act shall apply accordingly.
- (4) The duration of a licence under this section to occupy a reserve or any part thereof shall not exceed 10 years.

Compare: 1953 No 69 s 29; 1955 No 83 s 3; 1971 No 25 s 245

Section 74(1): amended, on 27 December 1983, by section 9(1) of the Reserves Amendment Act 1983 (1983 No 43).

Section 74(1)(a): amended, on 1 July 1996, by section 13(1) of the Reserves Amendment Act 1996 (1996 No 3).

Section 74(1)(aa): inserted, on 1 July 1996, by section 13(2) of the Reserves Amendment Act 1996 (1996 No 3).

Section 74(3): amended, on 1 July 1996, by section 13(3) of the Reserves Amendment Act 1996 (1996 No 3).

Section 74(3): amended, on 27 December 1983, by section 9(2) of the Reserves Amendment Act 1983 (1983 No 43).

Section 74(3A): replaced, on 1 July 1996, by section 13(4) of the Reserves Amendment Act 1996 (1996 No 3).

Section 74(3B): inserted, on 1 July 1996, by section 13(5) of the Reserves Amendment Act 1996 (1996 No 3).

Section 74(4): amended, on 20 April 2010, by section 4 of the Reserves Amendment Act 2010 (2010 No 20).