

**Access Licence (Preliminary and Infrastructure)
– Land at Teitei Drive, Ohakune**

HOUSING NEW ZEALAND BUILD LIMITED

RUAPEHU DISTRICT COUNCIL

Released under the Official Information Act 1982

ACCESS LICENCE (PRELIMINARY AND INFRASTRUCTURE) – LAND AT TEITEI DRIVE, OHAKUNE

Date: 5 April 2023
PARTIES

HOUSING NEW ZEALAND BUILD LIMITED

RUAPEHU DISTRICT COUNCIL

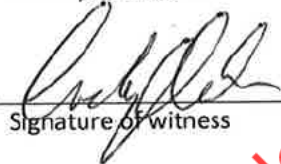
BACKGROUND

- A Under the Agreement the Licensor agreed to sell and the Licensee agreed to purchase and develop the Super Lot at Teitei Drive, Ohakune.
- B The Licensor has agreed to grant the Licensee a licence to access the Licensed Land for the purpose of undertaking the Preliminary and Infrastructure Works and the Licensee has agreed to take such a licence.
- C The Licensor and the Licensee have agreed to enter into this Licence recording the agreement reached between them for access to the Licensed Land.

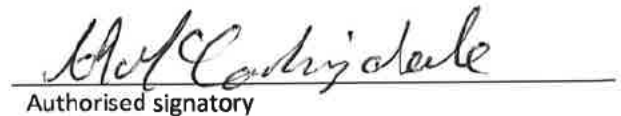
This Licence records the parties' agreement as set out in the Specific Terms and General Terms.

SIGNATURES

SIGNED on behalf of
HOUSING NEW ZEALAND BUILD LIMITED
by its authorised signatory as the Licensee
in the presence of:



Signature of witness



Authorised signatory

EMILY O'LEARY

Full name (please print)

URBAN DESIGNER

Occupation

WELLINGTON

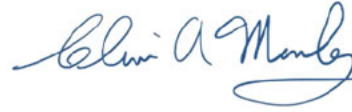
City/town of residence

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SIGNED on behalf of
RUAPEHU DISTRICT COUNCIL by its
authorised signatory as the Licensor in the
presence of:



Signature of witness



Authorised signatory

Peggy Rudkin

Full name (please print)

Finance Officer

Occupation

Taumarunui

City/town of residence

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SPECIFIC TERMS – NGĀ TAUTUHI TŪPONO

TERMS	
Agreement	The Agreement for Sale and Development entered into on [date] between the Licensor and the Licensee.
Licence	This licence, including all schedules and attachments.
Licence Commencement Date	The date listed in the Specific Terms of the Agreement
Licence Expiry Date	The date this Licence expires being the earlier of: (a) the Settlement Date (as defined in the Agreement); (b) the date the Agreement is terminated; and (c) the date the Licence is terminated pursuant to clause 8.1.
Licence Fee	\$1 plus GST (receipt of which is acknowledged by the licensor)
Licensed Land	Address: 6 Teitei Drive, Ohakune Record of Title: WN24D/752 Estate: Fee Simple Area: 9.4536 hectares more or less Legal Description: Lot 2 Deposited Plan 54909
Licensee	Housing New Zealand Build Limited (and, where appropriate, their employees, financiers, consultants, agents and contractors and other invitees).
Licensor	Ruapenu District Council
Preliminary and Infrastructure Works	Preliminary Works: Any preliminary or investigative work related to the Project (as defined in the Agreement) prior to commencing Subdivision Works or Building Works (as defined in the Agreement) on the Licenced Land. This includes: (a) due diligence enquiries in relation to the acquisition or use of the Licensed Land including (but not limited to) assessing likely resource consent conditions, assessing any existing contamination, and geotechnical investigations; (b) surveying; and (c) the right to open up the soil of the Licensed Land provided such works are reasonably necessary and the Licensee has first obtained the written consent of the Licensor. Infrastructure Works: As provided for in clause 8 of the Agreement.

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GENERAL TERMS – NGĀ TŪPONO

1 Grant of Licence

- 1.1 In consideration of the Licence Fee, the Licensor grants the Licensee a non-exclusive licence to access the Licensed Land for the purposes of undertaking the Preliminary and Infrastructure Works in accordance with the terms of the Agreement.
- 1.2 The Licence is granted for the period from the Licence Commencement Date until the Licence Expiry Date.
- 1.3 The Licensee is deemed to have control and direction of the Licensed Land from the Licence Commencement Date until the Licence Expiry Date.

2 Covenants by the Licensee

- 2.1 The Licensee will at all times during the term of this Licence:
- (a) comply with all terms of the Agreement;
 - (b) use the Licensed Land only for the purposes of undertaking the Preliminary and Infrastructure Works;
 - (c) comply with all regulatory requirements including Health and Safety Legislation and the provisions set out further in clause 3;
 - (d) consult, co-operate and coordinate their activities with any other persons having lawful access to the Licensed Land;
 - (e) take all reasonable steps to limit their carbon footprint in undertaking the Preliminary and Infrastructure Works and comply with any applicable requirement of the Ministry of Business, Innovation and Employment's Building for Climate Change Programme;
 - (f) if so requested, provide the Licensor with such evidence or information as it reasonably requires to verify satisfactory performance of the Licensee obligations under this clause 2;
 - (g) keep the Licensed Land in a clean and tidy state and free of any accumulation of rubbish and lawfully and properly remove any "contaminant" (as defined in the Resource Management Act 1991) from the Licensed Land which is caused by the Licensee's activities on the Licensed Land (whether or not those activities are a breach of this Licence);
 - (h) remove any trespasser from the Licensed Land and any employee, contractor, agent, invitee or visitor of the Licensee who fails to comply with the terms of this Licence; and
 - (i) if required by the Licensor, promptly and at the cost of the Licensee, make good any loss or damage to the Licensor's property or the property of any third party arising from the Licensee's activities pursuant to the Licence;
- 2.2 If any machinery is to be used in completing the Preliminary and Infrastructure Works, the Licensee will:
- (a) maintain all machinery employed in good and safe working condition;
 - (b) comply with all certification and other legal requirements in relation to any machinery or

equipment used on the Licensed Land and to comply with all applicable legislation in relation to its undertaking of the Preliminary and Infrastructure Works;

- (c) operate any machinery and equipment and to undertake the Preliminary and Infrastructure Works in a proper and workmanlike manner in accordance with industry standards and practices; and
- (d) take reasonable care not to damage any buildings, fences, gates or other structures on the Licensed Land.

3 Compliance with Laws and Health and Safety

3.1 In undertaking the Preliminary and Infrastructure Works and otherwise complying with the its obligations under this Licence, the Licensee will at all times (and at its cost) comply strictly with and take all practicable steps to ensure compliance by its invitees with the requirements of all relevant Laws, including (without limitation) the Building Act 2004, the Resource Management Act 1991, the Health and Safety at Work Act 2015, the Immigration Act 2009 and the Employment Relations Act 2000 (all as amended or updated from time to time).

3.2 The health and safety requirements of the parties as set out in the Agreement are deemed to apply to this Licence as if they were set out here in full and the Licensee and the Licensor will comply with such requirements.

3.3 The Licensee will be responsible for health, safety and security for the Preliminary and Infrastructure Works immediately on the Licence Commencement Date on the basis that the Licensee will have control and direction of all health and safety matters in the undertaking of the Preliminary and Infrastructure Works and the Licensor will have no liability in respects of the Licensee's health, safety and security responsibilities.

3.4 The Licensee must, as soon as reasonably practicable, give the Licensor written notice in accordance with the requirements of the Agreement, if, during the term of the Licence:

- (a) any serious injury or property damage occurs;
- (b) a Government Agency issues a notice, order or fine;
- (c) a Government Agency commences an investigation or prosecution; or
- (d) the Licensee or an employee agent or contractor of the Licensee is required by any legislation to give a notice or a report to a third party or Government Agency.

3.5 For the purposes of clause 3.4 "Government Agency" means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

3.6 The Licensee must, as soon as practicable after giving such notice, provide the Licensor with a written report setting out reasonable details of the relevant happenings preceding such notice.

4 Licensor Covenants

4.1 The Licensor will provide to the Licensee non-exclusive access to the Licensed Land as provided in clause 1, subject to the provisions contained in clause 5.

4.2 The Licensor is under no obligation to maintain the Licensed Land and the Licensee will have no

claim against the Licensor for any damage or loss arising in any way from the state of the Licensed Land.

5 Licensor Access

5.1 The Licensor will at all times after the Licence Commencement Date be entitled to access the Licensed Land to carry out any work reasonably necessary for the Development including the Project.

5.2 The Licensee must minimise any interference with the Licensor and its use of the Licensed Land and must cooperate and coordinate with the Licensor, in order to integrate the timing of the Preliminary and Infrastructure Works and any works to be undertaken by the Licensor. The parties must act reasonably and in good faith in relation to the giving and coordination of that access.

6 Insurance

6.1 The insurance obligations under the Agreement apply and extend to cover the actions and omissions of the Licensee under this Licence. The Licensee will, where requested by the Licensor, provide the Licensor evidence of the currency of the cover set out in this clause.

7 Termination

7.1 Either party may terminate this Licence by giving 15 working days' written notice to the other party, given in the manner required by the Agreement.

7.2 At the expiry or earlier termination of the Licence the Licensee must:

- (a) vacate the Licensed Land;
- (b) leave the Licensed Land in a clean and tidy state and in a good state of repair having regard to its condition at the Licence Commencement Date;
- (c) if reasonably required by the Licensor, reinstate the Licensed Land to the condition it was in at the Licence Commencement Date.

8 No interest in land

8.1 This Licence is contractual only and does not give the Licensee any title or interest in the Licensed Land.

9 Dispute Resolution

9.1 All disputes between parties arising under or in relation to this Licence must be determined in accordance with the dispute resolution provisions contained in the Agreement.

10 Licence not transferable

10.1 This Licence is personal to the Licensee and the Licensee must not allow access to any part of the Licensed Land to any party other than as their invitee.

11 Interpretation

11.1 In this Licence, unless the context otherwise requires, all words defined or capitalised shall have the same meaning as defined in the specific terms of this Licence or otherwise as defined in the

Agreement. In the event of a conflict between the Agreement and this Licence, the License shall prevail.

12 Costs

12.1 Each party will pay its own costs of and incidental to the negotiation, preparation and execution of this Licence.

12.2 Any legal costs (as between solicitor and client) of and incidental to the proper enforcement or attempted enforcement of a party's rights, remedies and powers under this Licence shall be paid for by the party against whom the enforcement action is taken.

13 Electronic signing

13.1 The parties consent to this Licence being in electronic form, and signed by either of them electronically and acknowledge that an electronic signature to this Licence is binding and valid.

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