

Licence Agreement – Jacup Emergency Water Supply

Shire of Jerramungup

Robert Edward Lester

Margaret Lorna Lester



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Details

Parties

Robert Edward Lester

and

Margaret Lorna Lester

both of PO Box 21, Jerramungup, Western Australia
(**Owners**)

Shire of Jerramungup

of PO Box 92, Jerramungup, Western Australia
(**Shire**)

Background

- A The Owners are registered as the proprietors in fee simple in land being Lot 1607 on Deposited Plan 208453 being the whole of the land comprised in Certificate of Title Volume 1954 Folio 515 (**Land**).
- B The Shire is a local government constituted pursuant to the provisions of the *Local Government Act 1995*.
- C A dam is constructed on the Land, as depicted on the sketch annexed hereto as **Annexure 1 (Dam)**.
- D The Owners have agreed to enter into this Licence Agreement to grant the Shire a licence:
 - (a) to draw water from the Dam; and
 - (b) over that portion of the Land between South Coast Highway and the Dam, depicted on the sketch annexed hereto as **Annexure 1 (Access Area)**, for access to and from the Dam.

Operative part

1. Grant of licence

The Owners grant to the Shire for the Term, specified in **Item 1** of the Schedule, the right to:

- (a) use and occupy the Access Area in common with others for the purpose of access to and egress from the Dam; and
- (b) the right to take and use 50% of the water from the Dam to distribute to farmers requiring water during periods of water deficiency (as determined by the Shire acting reasonably) together with the right at all times to enter upon the Land under or through which the pipes are laid and to do all necessary acts for the purpose of cleaning, repairing or renewing the pipes doing as little damage to the Land as is reasonable in the circumstances.

2. Shire's covenants

The Shire COVENANTS AND AGREES to:

- (a) pay to the Owners the fee specified in **Item 2** of the Schedule;
- (b) use the Access Area and the Dam only for the purposes specified in **clause 1**; and
- (c) pay any consumption charge or cost incurred or payable by the Owners by reason of the Shire's use of the Access Area or Dam.

3. Owners' covenants

The Owners COVENANT AND AGREE:

- (a) prior to the entry into any contract of sale for the Land to notify any purchaser of this Deed and require any purchaser as a condition to the sale of the Land, to enter into a new deed with the Shire on the same terms and conditions as this Deed;
- (b) to sign and permit the Shire to lodge a section 70A Notification, in accordance with the draft annexed hereto as **Annexure 2**, over the certificate of title to the Land to notify any prospective purchasers of the terms of this Licence;
- (c) not to construct, erect or build any building, structure or obstruction whatsoever on the Access Area or the Dam; and
- (d) not to permit the Land to be used in such a way as to obstruct or interfere with the right of the Shire to draw water and access the Dam in accordance with the terms of this Licence.

4. Governing law

This Licence is governed by and is to be interpreted in accordance with the laws of Western Australia and where applicable the laws of the Commonwealth of Australia.

5. Variation

This Licence may be varied only by deed executed by the parties subject to such consents as are required by this Licence or at law.

6. Further assurance

The parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Licence.

7. Interpretation

In this Deed:

- (a) Headings have been inserted for guidance only and shall be deemed not to form part of the context.
- (b) Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.
- (c) Reference to the parties includes their personal representatives, successors and lawful assigns.
- (d) The Schedule and Annexures (if any) form part of the Deed.

Schedule

Item 1 Term

Twenty years commencing on the date this Licence is executed by the parties.

Item 2 Licence fee

One peppercorn per annum payable on demand.

Signing page

EXECUTED on the _____ day of _____

2013

SIGNED by the said **ROBERT EDWARD LESTER** in the presence of:

Witness signature

Robert Edward Lester

Witness print full name:

Address:

Office Held:

SIGNED by the said **MARGARET LORNA LESTER** in the presence of:

Witness signature

Margaret Lorna Lester

Witness print full name:

Address:

Office Held:

THE COMMON SEAL of the **SHIRE OF JERRAMUNGUP** is affixed in the presence of -

Shire President

(Print full name)

Chief Executive Officer

(Print full name)

Annexure 1 – Sketch of Access Area and Dam

Annexure 2 – Section 70A Notification
