

# Water Supply Agreement

Maerewhenua District Water Resource Co Limited

[ ]

Date:

## Parties

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- (1) Maerewhenua District Water Resource Co Limited (**Company**)
- (2) [ ] (**Farmer**)

## Background

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- A. The Farmer is a registered proprietor of the Property within the Maerewhenua area.
- B. The Farmer has been issued Water Shares by the Company entitling the Farmer to take water to a volume represented by those shares.
- C. The Farmer wishes to be supplied with water by the Company and the Company has agreed to supply the Farmer with water on the terms and conditions set out below.

## Agreement

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### 1. Definitions and interpretation

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- 1.1 In this Agreement unless the context otherwise requires:

**Agreement** means this Agreement.

**Consents** means consents held by the Company to take water.

**FEMP** means Farm Environmental Management Plan submitted by the Company to ECan in respect of the Property which provides details of the practices and procedures to be put in place to manage the environmental effects arising from the use of water within the irrigated area, in order to ensure compliance with the conditions of the Consents and to minimise the potential for adverse effects on the environment arising from the exercise of the relevant Consent.

**Irrigation Season** means the period from 1 August of each year to 31 May of the following year or such other period as the Company may from time to time determine.

**Off Take Point** means the point from which, whether a specific point on the Water Race or Pipes, the Farmer takes water from the Company.

**Owner** means a registered proprietor of the Property as listed in Schedule 1.

**Pipes** means pipes owned by the Company conveying water to Off Take Points.

**Property** means the Farmer's property listed in Schedule 1.

**Scheme Management Plan** means a plan submitted by the Company to ECan which provides details of the practice and procedures to be put in place to operate the water take and delivery of water to the scheme area and to monitor and manage the environmental effects arising from the use of water within the scheme, in order to ensure compliance with the conditions of the Consents and to minimise the potential for adverse effects on the environment arising from the exercise of the relevant Consent.

**Water Charges** means charges charged by the Company pursuant to clause 4 of this Agreement.

**Water Race** means the water race and any extension or future race which the Company maintains or installs to convey water to farmers within the Scheme.

**Water Shares** means voting shares entitling the Farmer to take up to the volume of water represented by the shares with such other rights and obligations as set out in the Company's Constitution.

1.2 In the interpretation of this Agreement, unless the context or subject matter otherwise requires:

- (a) Singular includes plural and vice versa;
- (b) Any gender includes every gender;
- (c) A reference to a person includes a corporation, trust, association, partnership, government authority or other legal entity, and where necessary, includes a successor body;
- (d) References to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) References to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (f) Headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;
- (g) A reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

## **2. Term**

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2.1 This Agreement shall continue until such time as it is terminated in accordance with the provisions of this Agreement.

## **3. Supply of water**

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3.1 The Company will supply water to the Farmer in each Irrigation Season in consideration of the payment of the Water Charges determined in accordance with clause 4.

3.2 The Farmer shall be entitled to take:

- (a) a volume and/or rate of water represented by the number of Water Shares held by the Farmer set out in Schedule 1;
- (b) the water from the Off Take Points more specifically described in Schedule 1.

3.3 The Farmer's entitlement to take water under clause 3.2 is restricted to irrigation water and does not include stock water, domestic supply, and fire fighting.

3.4 The Company may, in its absolute discretion, determine the different entitlements to water on a per share basis for borderdyke and spray irrigators.

- 3.5 The Farmer may elect to release water that is surplus to his or her requirements to other farmers who are shareholders in the scheme with Board approval for long term arrangements (i.e. greater than one month) up to a maximum of the whole irrigation season and the Company's raceman's approval for a short term arrangements (i.e. less than one month). For the avoidance of doubt the Farmer wishing to use surplus water may not use surplus water that is not released into the same Water Race or Pipe. The Farmer releasing surplus water may not charge for the release of the surplus water.

#### **4. Water charges**

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- 4.1 The Company may charge on a per Share basis, Water Charges at an amount to be determined in its absolute discretion to recover operating and capital expenses. The Company may determine a different rate between borderdyke irrigators and spray irrigators, taking into account such factors as it deems appropriate, including volume of water per share and efficiency.
- 4.2 The Water Charges shall be payable at such time and in such manner as the board of the Company may from time to time determine.
- 4.3 The Water Charges may include operating and capital costs including without limiting the generality of the foregoing:
- (a) maintenance and repairs of Water Races and associated Off Take Points and other infrastructure;
  - (b) construction and consent costs in respect of Off Take Points and other infrastructure;
  - (c) costs for running and administering the Company;
  - (d) monitoring and compliance costs;
  - (e) costs incurred by Directors and Directors' fees;
  - (f) costs payable to professionals and service providers to the Company;
  - (g) any rental, premises costs (including utilities), if applicable;
  - (h) interest payments or any bank loan or other loan taken out by the Company to fund its operations.
- 4.4 In addition to the Water Charges, the Farmer may be charged the costs incurred by the Company which are particular to the Farmer in relation to the access to Water including (without limiting the generality of the foregoing) any costs relating to:
- (a) maintenance and repairs of Water Races and associated Off Take Points and other infrastructure;
  - (b) construction and consent costs in respect of Off Take Point and other infrastructure required to ensure and maintain access to water by the Farmer;
  - (c) costs incurred as a result of the Farmer breaching his or her Water Supply Agreement and conditions in relation to his or her water take.
- 4.5 The Water Charges determined in accordance with clause 4.1 shall be payable by the Farmer to the Company whether or not the Farmer takes the water during the Irrigation Season and notwithstanding that the water supply may be cut off to the Property pursuant to the provisions of this Agreement.

- 4.6 In the event of non-payment of any Water Charges due under this Agreement, then without prejudice to the Company's other rights and remedies, penalty interest at a rate of 4% above the Company's then current bank's commercial overdraft rate per annum shall accrue from the date of non-payment to the date the payment is actually made.

## **5. Farmer's obligations**

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5.1 The Farmer shall:

- (a) Ensure no stock graze in or around the Water Race unless approved by the Company;
- (b) Repair at its own expense any stock damage to the Water Race or Pipes running through the Property;
- (c) Control or eliminate any noxious weeds growing alongside the Water Race;
- (d) Promptly remove at the expense of the Farmer all trees presently growing beside the Water Race or Pipes which may be identified by the Company as having the potential to limit the efficient maintenance, flow and operation of the Water Race or Pipes;
- (e) Not interfere with or attempt to alter any Water Race, Pipes or Off Take Point without the prior written consent of the Company and then only upon and subject to the terms and conditions stipulated by the Company;
- (f) Repair and maintain all fences along the Water Race to the satisfaction of the Company;
- (g) Maintain any drainage works on the Property carrying surplus irrigation or flood water to such a standard as will permit the proper functioning of the Water Race;
- (h) Not to permit the discharge of run off, chemicals, effluent, debris, dead stock or other toxic matter into any Water Race, pipe or flood channel;
- (i) Remove all debris from the Water Race;
- (j) Allow the Company ready access at all times to the Water Race and Pipes for repair and maintenance;
- (k) To observe and comply with the Company's Constitution and irrigation practices and procedures determined from time to time by the Company;
- (l) Ensure that any lessee or other occupier of the Property complies in all respects with the terms of this Agreement;
- (m) Use the water provided in accordance with this Agreement in a lawful manner with due regard to all laws and regulations pertaining to its use (including, without limitation, the consent, any discharge or other consents held by the Farmer and the Canterbury Land & Water Regional Plan (and the Nutrient Management Rules contained therein).

## **6. Company's obligations**

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6.1 The Company shall:

- (a) Take all reasonable steps to maintain the Consents to take water;
- (b) Comply with the provisions of the Companies Act 1993 and Financial Reporting Act 2013 and without limiting the generality of the foregoing provide the Farmer, as a shareholder, with annual reports and annual accounts detailing income received in the form of Water Charges and expenses incurred;

- (c) Promptly pay and discharge all amounts due by it or obligations imposed on it by the Canterbury Regional Council in respect of the Consents held in relation to the taking of the water.

## **7. Environment provisions**

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- 7.1 The Farmer acknowledges that the Company must comply with the Resource Management Act 1991, the relevant District Scheme and its Consents in relation to the taking of water and that to ensure compliance with the same the Company shall from time to time prescribe certain irrigation practices in writing to the Farmer and the Farmer agrees to comply with and be bound by such irrigation practices.
- 7.2 Without limiting clause 5.1(g) or clause 7.1 in any way, the Farmer shall take all necessary steps to minimise run off from his property back into the Water Race or any river, contributory or waterway.
- 7.3 Notwithstanding anything to the contrary contained or implied in this Agreement, the Farmer acknowledges that the supply of water under this Agreement is expressly subject to and conditional upon the restrictions and limitations placed on the Company by its Consents and the requirements of the relevant consent authorities.
- 7.4 The Farmer acknowledges that the Company may from time to time impose restrictions on the Farmer's take to comply with the restrictions on the Company by the Canterbury Regional Council and agrees and undertakes to comply with such restrictions and to reduce his or her water take immediately following notification of such restrictions.
- 7.5 The Farmer shall allow the Company ready access to the Property from time to time to measure nitrate nitrogen from the shallowest bore on the Property receiving water in accordance with this Agreement.
- 7.6 The Farmer further acknowledges that it must obtain and keep current its own consents (i.e. discharge consents) for the use of the water on the Property and any other necessary consents and comply with the conditions of all consents in this respect.
- 7.7 In the event the Company obtains a discharge consent in its own name, the Company will advise the Farmer of such and the Farmer acknowledges that that will be required to comply with all conditions contained in such discharge consent as advised by the Company to the Farmer from time to time.
- 7.8 The Farmer shall prepare and maintain an FEMP for the Property in accordance with the requirements of the Consent and the Company which shall:
  - (a) Be in accordance with a template approved by the Company.
  - (b) Cover the whole Property (including areas not using water supplied by the Company).
  - (c) Provide details of the practices and procedures to be put in place to manage the environmental risks to water quality and water quantity from farming activities on the Property in order to ensure compliance with the Consent conditions and to minimise the potential for adverse effects on the environment arising from the exercise of the Consents.
  - (d) Include Overseer nitrate and phosphorus loss figures and specify the annual volume of nitrate and phosphorus loss for the Property.
  - (e) Ensure the FEMP is prepared and updated from time to time by the farm manager, who is responsible for implementing and maintaining the requirements of the FEMP.

(f) Prepare a revised FEMP if there is a change in the effective management of the Property.

(g) Submit the FEMP to the Company annually.

(h) Meet all the costs of preparing and/or revising the FEMP.

7.9 The Farmer shall comply with the Consent conditions and farming and irrigation practices and procedures as determined by the Company from time to time, including, without limitation, the following:

(a) All practices and procedures set out in the Scheme Management Plan.

(b) All practices and procedures in respect of any FEMP in respect of the Farmer's Property.

(c) No water shall be supplied to the Farmer unless an FEMP has been prepared in accordance with the Consent conditions and approved by the Company and ECan. Water may be restricted or ceased to be supplied by the Company to the Farmer where the FEMP is not being complied with (to be determined in the Company's sole discretion).

(d) The FEMP, the Farmer's Overseer and annual volume of water used shall be audited by an appropriate qualified independent person each year for the first three (3) years from the date of issue of the Consent and thereafter at least once every five (5) years. A copy of the audit shall be provided to the Canterbury Regional Council, c/- RMA Compliance Enforcement Manager.

(e) The Company's manager or its nominated representative shall be allowed access to the Property in order to undertake such an audit or undertake spot checks of compliance and implementation of requirements of the FEMP and/or to undertake environmental monitoring in accordance with the requirements of the Company's Consents.

(f) The audit referred to above will be addressed to and be able to be relied upon by the Company and will assess and report on:

(i) Performance against the objectives in the Consent;

(ii) Implementation of the proposed works and farming practices set out in the FEMP;

(iii) The overall robustness of the FEMP to manage identified risks;

(iv) The level of confidence that the modelled nutrient budget accurately reflects the actual farming system; and

(v) Overall compliance or non-compliance with the requirement of the FEMP.

(g) A copy of the audit report shall be provided to each Farmer and the Company.

(h) If an audit report indicates non-compliance with the Consent conditions, the Company may give the Farmer notice of:

(i) The failure to comply with the FEMP; and

(ii) The remedial actions which the Farmer must take in order to ensure that the Consent conditions and the FEMP are met before the commencement of the following Irrigation Season,

such notice shall also state that delivery of water to the Property shall cease from the commencement of the following Irrigation Season unless such remedial actions are undertaken to the Company's reasonable satisfaction.

- (i) The Farmer must undertake the remedial actions set out in any notice given by the Company under clause 7.9(h) in accordance with the terms of such notice.
- (j) The Company may suspend delivery of water to the Property in accordance with the notice given under clause 7.9(h) from the commencement of the following Irrigation Season until the relevant remedial actions have been taken to the Company's reasonable satisfaction (at which point delivery of water shall recommence).
- (k) Notwithstanding such suspension, the Farmer shall continue to pay the Water Charges throughout any period during which supply of water to the Property is suspended and any suspension is without prejudice to the Company's rights to terminate the WSA or immediately cut off the supply of water to the Farmer under clauses 11 and 12 of this Agreement.
- (l) Any new irrigation infrastructures shall be designed and accredited by a qualified professional, and installed in accordance with accredited design, with the design taking into account the specific requirements of the Property's soil types. In addition, the Farmer shall provide the Company with a copy of the design prior to installation for the Company's approval and the Farmer shall ensure that the design is compliant with all relevant statutes and a certificate of design accreditation is signed by the qualified professional which must be delivered by the Farmer to the Company after the installation is complete.
- (m) If the Farmer is taking water pursuant to existing irrigation infrastructure, it must obtain an evaluation report prepared by a certified irrigation evaluator. The evaluation shall determine the system's current performance in accordance with the Code of Practice for Irrigation Evaluation 2005. This report shall be obtained within three (3) months after water is first delivered to the Property. Any recommendations identified in the report shall be implemented within twelve (12) months from the date of receipt of the report. A copy of the report shall be given to the Canterbury Regional Council, c/- Compliance and Enforcement Manager.
- (n) The annual volume of water provided to the Property shall not exceed the volume identified in the FEMP for the Property.
- (o) Any change to the parties to this Agreement shall be notified to ECan within one (1) month of the change.

## **8. Metering**

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- 8.1 The Company may install meters at Off Take Points from Water Race, Pipes or waterways to meter the water take to ensure compliance by the Company with the terms and conditions of its Consents and compliance by the Farmer with the terms of this Agreement.
- 8.2 The Farmer shall under no circumstances tamper or interfere with the metering device and shall take reasonable steps at the direction of the Company to prevent interference and tampering by outsiders and trespassers.
- 8.3 The Company shall have the right at any time and from time to time without being deemed to commit a trespass, to enter into the Property to install, maintain or repair any metering device on the Property.



## **9. Sale or lease**

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9.1 If the Farmer shall sell or subdivide the Property then:

- (a) the Company shall be under no obligation to pay for any costs relating to on farm or other works required to be made to ensure the continuity of water supply following a change in the ownership in any part of the Property thereof;
- (b) the rights and obligations under this Agreement shall be fairly apportioned by the Company so that each owner of the Property shall have the benefit and bear the obligations of this Agreement;
- (c) appropriate provision shall be made for the granting of all requisite water easements and other rights;
- (d) the Farmer shall ensure that his Shares (or appropriate parcel of shares in the event of a subdivision) are transferred to the purchaser of the Property and that the purchaser enters into the Company's then current Water Supply Agreement;
- (e) the intending purchaser or purchasers shall pay and discharge all the Company's costs and charges related to the granting of the Company's consent to the transfer of Water Shares and all legal costs and disbursements relating to the intending purchaser entering into the Company's then current Water Supply Agreement. The entering into by the intending purchaser of a new Water Supply Agreement shall be a condition precedent to the supply of water and to the transfer of Water Shares.

9.2 If the Farmer shall lease or part with possession of the Property or any part thereof other than by sale then the Farmer shall ensure that the lessee or occupier of the Property or any part thereof shall comply in all respects with the terms of this Agreement and shall indemnify and hold the Company harmless from any breach of this Agreement by the lessee or occupier.

## **10. Company's further rights and powers**

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10.1 The Company shall have the right at any time and from time to time without being deemed to commit a trespass to enter upon the Property to maintain, repair or reconstruct the Water Race, Pipes, Off Take Points, and all other works which the Company deems necessary for the supply of water to the Property and other properties within the area served by the Company and to gauge or otherwise determine the quantity of water used by the Farmer or other occupier and to view the condition of such Water Races, Pipes, Off Take Points and works on the Property. In exercising its rights under this clause, the Company shall cause as little interruption as possible to the Property and the carrying on by the Farmer of his farming operations.

10.2 The Company shall have the following rights, powers, and easements (which the Farmer acknowledges and grants) over, along and through the Property:

- (a) the right to locate, relocate and maintain on the Property the Water Race and/or Pipes for the purposes of conveying water across the Property;
- (b) the right to convey water and all such incidental and ancillary rights as shall be necessary for the purposes of operating and maintaining the Water Race and Pipes including the right to inspect, clean, repair, maintain and renew the Water Race, Pipes and equipment on, over, along or through the Property;
- (c) all other rights and powers which the Company has determined are reasonably necessary for the proper and efficient operation and management of the Water Race, Pipes and other works.

and the Farmer undertakes not to hinder or restrict the Company in the obtaining and/or exercise of any of the aforementioned rights powers and easements.

- 10.3 The Company shall further have the right (and the Farmer grants over that part of the Property on which there is a Water Race or other infrastructure in favour of the Company or nominee at the expense of the Company) to a formal registered easement in gross being a “right to convey water”, where an easement does not already exist and all such incidental and ancillary rights as prudently ought to be incorporated therein and the formal grant of like easements in favour of the Company affecting other properties within the area to be served by the Company.
- 10.4 The Company shall consult with the farmer in relation to the exercise of its rights under clauses 10.1 and 10.2, giving reasonable notice of its intention to exercise its rights and giving due consideration to the Farmer’s farming operation with a view to minimising disruption to that operation. In the event the farmer suffers financial loss as a consequence of such exercise of rights then the Company and the farmer shall agree compensation in respect of such loss. In the event that the Company and the farmer cannot agree the quantum of such compensation, then the matter may be referred to arbitration in accordance with clause 18.

## **11. Default**

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- 11.1 The Farmer will be in default under this Agreement if one or more of the following events occur:
- (a) the Farmer fails to make any payment due to the Company under this Agreement;
  - (b) the Farmer fails to contest within two (2) weeks of service any petition of bankruptcy or for winding up;
  - (c) any execution, levy or distress is levied against the Farmer or the assets of the Farmer’s business;
  - (d) any receiver, manager or other custodian (either temporary or permanent) is appointed with respect to the Farmer or in respect of all or any part of the Farmer’s business;
  - (e) the Farmer purports to assign or charge his rights or interest under this Agreement without complying with the provisions of this Agreement;
  - (f) the Farmer makes any compromise with or enters into any arrangement with his creditors;
  - (g) the Farmer fails to comply with any condition, provision or covenant of this Agreement and such default remains un-remedied for a period of seven (7) days from the date of receiving notice from the Company in writing recording the default and requiring the Farmer to remedy the same.

## **12. Remedies**

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- 12.1 If the Farmer commits an event of default then the Company may:
- (a) without payment of any compensation to the Farmer or any other person immediately cut off the supply of water to the Property in such manner as the Company thinks fit and thereafter no person shall be entitled to be supplied with any further water to the Property from the Company until such time as such breach has been made good to the satisfaction on the Company; and/or
  - (b) cancel the Agreement by giving fourteen (14) days written notice to the Farmer.
- 12.2 If the Farmer fails to carry out any work or make good any damage in accordance with any notice given by or on behalf of the Company within a reasonable time after receipt of such

notice then the Company shall be entitled to enter upon the Property and carry out all or any of the required work or repairs as the Company shall think fit and shall be entitled to recover the costs thereof from the Farmer together with interest thereon at the rate normally charged by the Company's bank on commercial overdrafts. Where the Company in its discretion considers urgent action is required, it shall not be obliged to give the Farmer any notice before it carries out the required work or repairs.

### **13. Contract review**

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- 13.1 The Company may at any time review and amend the terms and conditions of this Agreement including to take account of changes in relevant laws, district or regional plans, the consents and farming and irrigation practice required to comply with any laws or district or regional plan.
- 13.2 The Farmer shall become bound by the amendment on receiving written notice of the change or alternatively at the discretion of the Company shall be required to enter into a new Water Supply Agreement and pay all the Company costs in respect of that Agreement.

### **14. Limitation of liability**

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- 14.1 If the supply of water provided for under this Agreement is reduced or stopped or unable to be delivered, for any reason whatsoever, including, without limiting the generality of the foregoing, water shortage, regulatory reasons or any other reason outside the control of the Company or due to a failure by the shareholder or other shareholder/s to comply with consent conditions, then such reduction, stoppage or failure to supply shall in no way give rise to any right to any claim in compensation or other remedy against the Company.
- 14.2 The Company shall be under no liability to the Farmer (whether in contract, tort or otherwise) for any loss (including but not limited to loss of profits and consequential loss) of any kind whatsoever arising out of the supply of or failure to supply the water/services under this Agreement.
- 14.3 If, notwithstanding clauses 14.1 and 14.2, the Company is found to be liable to the Farmer in any circumstances then the maximum amount the Company will be liable for to the Farmer under this Agreement or in any way whatsoever, is an amount equal to the lesser of:
- (a) the last Irrigation Season's Water Charges;
  - (b) the actual loss or damage suffered.
- 14.4 The Farmer shall keep the Company indemnified against all costs, claims, demands, expenses, losses and liabilities of whatsoever nature, including without limiting the generality of the foregoing, claims for consequential loss (including loss of profits) which may be made against the Company and which the Company may sustain, pay or incur as a result of or in connection with the supply of services, provided always:
- (a) the Farmer's liability is limited to his proportionate share as determined by the number of shares held in the company by the Farmer relative to the total number of shares on issue;
  - (b) the Farmer is not liable to the extent such costs, claims, demands, expenses, losses and liabilities arise as a result of a negligent act or omission of the Company or its agents, servants or contractors.

### **15. Power of attorney**

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- 15.1 The Farmer hereby irrevocably appoints the directors for the time being of the Company severally to be the Attorney of the Farmer to do and execute anything which the Farmer covenants or agrees to do or execute under this Agreement and has failed to after 10 (ten) working days' notice from the Company.

## **16. Delegation**

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- 16.1 The Company may at any time and from time to time validly delegate any of its powers, rights and discretions hereunder to any person or persons and the exercise of any such power, rights, or discretion by any such person or persons shall be deemed to be a valid exercise thereof by the Company.

## **17. Exclusion of partnership and agency**

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- 17.1 Nothing in this Agreement shall create or constitute, or be deemed to create or constitute, a partnership between the parties nor to create or constitute, or be deemed to create or constitute, a party as an agent of any other party for any purpose whatsoever.
- 17.2 Save as provided for in this Agreement, no party shall have any authority or power whatsoever to bind or commit, act or represent or hold itself out as having authority to act as an agent of, or in any way bind or commit the other party to any obligations.

## **18. Arbitration**

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- 18.1 In the event of any disagreement or dispute arising under this Agreement either party may refer the matter to Arbitration "On the Papers" pursuant to the Arbitration Act 1996. The parties shall agree a person to act as Arbitrator and in the absence of agreement within ten (10) working days of either party giving notice invoking this clause, then an arbitrator chosen by the President for the time being of the New Zealand Law Society or his or her nominee.

## **19. Miscellaneous**

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- 19.1 This Agreement shall be governed by and interpreted according to the laws of New Zealand. Each party irrevocably submits itself to the jurisdiction of the Courts of New Zealand over any proceedings arising out of, or relating to this Agreement.
- 19.2 No failure or delay on the part of any party in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power hereunder.
- 19.3 The Farmer shall not be at liberty to assign, transfer, mortgage or charge the Farmer's interest in this Agreement without the consent of the Company.
- 19.4 Subject to clause 13.2, no modification or alteration of, or addition to any of the provisions of this Agreement shall be made unless agreed to by the parties in writing.
- 19.5 The Farmer shall pay the Company's costs in relation to the preparation and finalisation of this Agreement.
- 19.6 The Farmer shall do all things and sign all documents necessary to discharge his obligations under this Agreement.
- 19.7 If any provision or part of a provision of this Agreement shall not be enforceable, then that provision or part provision shall be deemed to be deleted and the rest of this Agreement shall remain in full force and effect.
- 19.8 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one document and Agreement. Each party may execute and enter into the Agreement by executing a counterpart. The parties acknowledge that the agreements may be executed by an exchange of facsimile and/or scanned and emailed PDF copies and execution of this Agreement by these means is valid and sufficient execution.

19.9 In the event of any conflict between the terms of this Agreement and the terms of any encumbrance held by a company over the Farmer's Property, then the terms of this Agreement shall prevail.

**20. Independent advice**

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20.1 Each party acknowledges that Anderson Lloyd Lawyers acts for the Company only and that they have either obtained independent legal advice or have declined to do so having been advised to obtain independent advice.

**Execution**

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Signed by **Maerewhenua District Water Resource Co Limited** as Company:

\_\_\_\_\_  
Director's signature

\_\_\_\_\_  
Director's signature

\_\_\_\_\_  
Director's full name

\_\_\_\_\_  
Director's full name

Signed by [    ]:

\_\_\_\_\_  
Director's signature

\_\_\_\_\_  
Director's signature

\_\_\_\_\_  
Director's full name

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Director's full name

# Schedule 1

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**The Farmer:**

**Number of Shares:**

**Type of Irrigation:**

**The Property:**

Area	Description	Title Reference

**Off Take Point:**