

# *Water Agreement (Short Form)*

Between

**MHV Water Ltd**

and

# SHORT FORM WATER AGREEMENT

## Parties

- (1) MHV Water Limited (*the Company*)
- (2) The property owner, named and described in Schedule 1 (*the Shareholder*)

## Background

- A The Company has the right to extract water during the Irrigation Season from the Rangitata Diversion Race under resource consents.
- B The water available to the Company is supplied to shareholders for irrigation and other approved purposes subject to each Shareholder holding a required number of shares in the Company entering into this agreement with the Company and complying with the terms, provisions and conditions of resource consents held by the Company, Company policies and the Company's terms of water supply.
- C It is a requirement that the Shareholder holds such shares in the Company as determined by the Board of Directors of the Company, to enable the Shareholder to receive irrigation water from the Company (subject to availability). The Shareholder shall hold the shares, the Property to which that water is to be delivered, and this water agreement in the same name.
- D The Shareholder as the owner of the Property set out in the Schedule agrees that this agreement contains legally binding obligations running with that Property in favour of the Company under this agreement.

## Now the parties agree as follows:

### 1 Terms of Water Supply Binding

The parties agree that the Terms of Water Supply (*the Terms*) as posted on the website of the Company shall be binding as between the Company and the Shareholder and pursuant to the Terms the Company agrees to supply to the Shareholder, and the Shareholder shall be entitled to take (subject to the Terms), the volume of water set out in Schedule 1 for use on the Property set out in Schedule 1 subject to compliance by the Shareholder with policies and requirements of the Company. That supply of water shall be on the terms and conditions, and subject to compliance with the requirements of the Company, set out in the Terms as notified from time to time on the website of the Company. If there is any conflict between those Terms and the provisions of this agreement the provisions of this agreement shall prevail.

### 2 Holding of Shares

The shareholder and the Company agree that the supply of water requires:

- (a) The Shareholder to hold the number of shares in the Company specified in Schedule 1 or such other number of shares specified by the Company from time to time.
- (b) To use the water supplied by the Company on the consented area on the Property specified in Schedule 1 or such other property to which the Company has given its consent.

- (c) To have provided to the Company all environmental reports to a standard required by the Company and complied with the policies and standards of the Company

**3 Delivery of Water**

Subject to the availability of water to MHV, and there being no impediment to the delivery water, MHV will use its best endeavours to deliver, in the irrigation season, the volumes of water as set out in the Schedule. MHV does not have any liability if it cannot deliver water in those stated volumes.

**4 Lease of Water Delivery**

Prior to lease of water between entities a Shareholder must seek approval from MHV and confirm that Environmental and Operational requirements are met for the Lessee and Lessor. The Lessee and Lessor must comply with all MHV policies and procedures, a formal lease Agreement must be executed and MHV reserves the right to terminate that lease if it negatively impacts on an existing Shareholder.

**5 Policies of Company**

In addition to the Terms the Shareholder shall comply with:

- a) all requirements and obligations under policies and directives released by the Company and applicable to the management and operations of the infrastructure of the Company and the distribution of water, with such requirements and obligations being contained in policy documents and other directives applicable to all shareholders receiving water from the Company; and
- b) the provisions of any authorised land use, farm environmental plan, environmental management strategy or other authorisations and plans implemented by the Company and required to be complied with by the Shareholder as part of the overall environmental policies and management affecting the Property and other properties within the irrigation scheme operated by the Company.

Those requirements, obligations, directives and policies will be posted on the website of the Company.

**6 Compliance with Consents**

The Shareholder also agrees and covenants to comply with all Resource Consent conditions contained in Resource Consents held by MHV Water Limited including any consent to discharge contaminants to land and the requirements for reduction in Nitrogen losses.

**7 Obligations attach to the Property**

All obligations, covenants, and provisions entered into by the Shareholder and contained in the Terms are enforceable against the Property and run with and attach to the Property and are legally binding obligations enforceable against that Property and the shares of the Shareholder.

**8 Multiple turnouts / offtakes**

Where a shareholder has multiple offtakes or turnouts then the Company shall be under no obligation to deliver water in excess of the capacity of those offtakes/turnouts as specified in this Agreement. In the event the volume of water required by that Shareholder is in excess of the stated capacity of those offtakes/turnouts then if such water is delivered this:

- (a) shall be at the absolute discretion of the Company; and

- (b) shall be at the cost of the Shareholder so that additional delivery charges may be payable; and
- (c) must not have a detrimental impact on the delivery of water by the Company to any other shareholders of the Company.

9 **Stored Water**

If the Shareholder determines to commit to stored water a separate agreement will be entered into relating to the terms, conditions, price and delivery of the stored water.

10 **Notices**

All of the provisions relating to notices contained in the Terms shall apply to this agreement as if set out in full.

11 **Variation to Terms**

The Company may vary the Terms from time to time by giving notice to shareholders as required by the provisions contained in the Terms and posting the new Terms on the website of the Company, currently [www.mhvwater.nz](http://www.mhvwater.nz), and giving notice of that posting to the Shareholder.

12 **Breach**

Any breach of this agreement or the Terms shall be deemed a breach of the Terms and this agreement which shall give the Company the right to exercise all rights and remedies set out in the Terms, to determine this agreement and the rights of the Shareholder to receive water as set out in the Terms.

13 **Definitions**

All of the definitions contained in the Terms are incorporated into this agreement as if set out in full.

**MHV Water Limited** by:

\_\_\_\_\_  
*Director*

\_\_\_\_\_  
*Director*

*Signed by* **[Shareholder]**

\_\_\_\_\_  
Director/Individual/Trustee

\_\_\_\_\_  
Director/Individual/Trustee

\_\_\_\_\_  
Director/Individual/Trustee

*in the presence of:*

\_\_\_\_\_  
*Name:*

*Occupation:*

*Address:*



## **SCHEDULE TWO**

Map of Title Area and Offtakes