

RENGARU SOLAR VILLAGE ASSOCIATION LIMITED
(“Association”)

UNANIMOUS RESOLUTION OF DIRECTORS AND SHAREHOLDERS

NOTED

- A. It is proposed that the Association enter into a stock water supply easement for the general benefit of the shareholders and the Village in accordance with the clause 34.1(3) (g) of the Constitution of the Association.

RESOLVED

1. The Directors and Shareholders hereby resolve to take the benefit of the stock water supply easement in the form attached and enter into the necessary instruments and authorities to register the stock water supply easement at Land Information New Zealand.

DATED this day of 2022

David John McKenzie Crabb

Beverley Jane Trowbridge

Being all of the directors of the Association

Muriwai Valley Farm Enterprises Limited by its Directors (as owners of Lot 1)

D J M Crabb

B J Trowbridge

Christopher Charles Roberts and Joanna Margaret Ritchie (as owners of Lot 2/3)

C C Roberts

J M Ritchie

Peter Augustine Nestor and Suzannah Josephine Thomas (as owners of Lot 4)

P A Nestor

S J Thomas

Babette Moehricke and Stephen John Andrews (as owners of Lot 5)

B Moehricke

S J Andrews

Marian Kubes and Yi Di (as owners of Lot 6)

M Kubes

Y Di

Muriwai Valley Farm Enterprises Limited by its Directors (as owners of Lot 7)



~~D J M Crabb~~

Bhavesh Jayantilal Sima



~~B J Trowbridge~~

Vanesha Vundena Lallu

Rachel Carter, Terry James MacDonald and Carter MacDonald NZ Trustee Limited (as owners of Lot 8)

R Carter

T J MacDonald

Carter MacDonald NZ Trustee
Limited by a Director

Muriwai Valley Farm Enterprises Limited by its Directors (as owners of Lot 9)

D J M Crabb

B J Trowbridge

Muriwai Valley Farm Enterprises Limited by its Directors (as owners of Lot 10)

D J M Crabb

B J Trowbridge

Being all of the shareholders of the Association

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Muriwai Valley Farm Enterprises Limited

Grantee

Muriwai Valley Farm Enterprises Limited
Rengaru Solar Village Association Limited (as to the easement in gross)

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Water	D and E on DP568247	Lot 1 DP 526390 (RT 844953)	Lots 9 and 10 DP 526390 (RT 844960)
	F on DP 568247	Lot 9 DP 526390 (RT 844960)	Lot 1 DP 526390 (RT 844953)
Right to Convey Water	D and E on DP568247	Lot 1 DP 526390 (RT 844953)	In gross
	F on DP 568247	Lot 9 DP 526390 (RT 844960)	

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ **[added to]** or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule 1]

Annexure Schedule 1

1. The rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 (**Regulations**) with respect to a right to convey water will apply, except to the extent that they are modified or amended by the following provisions of this Instrument. The provisions of this Instrument will apply in the event of any conflict.
2. The right to convey water includes the right to use, and repair and maintenance of, the electrical lines and water pipes comprising the Easement Facility located on the Burdened Land from time to time for the easement purpose notwithstanding that the same may not be located within the easement areas.
3. The right to draw water from the source of supply will continue only if water is available from the water supply, or any alternative or replacement water supply, without there being any obligation on the owner of the Burdened Land to renew, replace or repair the water supply if the water supply diminishes or the water supply is terminated by any local or other statutory authority having power to do so, provided that this provision will not prevent any grantee under this Instrument from renewing or replacing the water supply at the location defined if permitted by the local or other statutory authority having power in that regard.
4. The water being drawn from the water supply will be used for stock watering purposes only, and in particular will not be used for irrigation or horticultural purposes. The water being drawn from the water supply for the benefit of the Association is limited to one trough per property owned by the shareholders of the Association.
5. The owners of the benefited land and the Association will take all reasonable steps to prevent wastage of water drawn from the water supply.
6. Each grantee, as well as the grantor, shall be responsible for repair and maintenance of the Easement Facility and for the associated costs (including without limitation any electricity used for the conveyance of water) on a proportionate basis according to usage of the water by the benefited land and/or the shareholders of the Association. For the avoidance of doubt, clauses 11(5) and 11(6) of the Regulations are applicable.
7. The owners of the benefited land and the Association acknowledge and agree:
 - (a) that the rights granted pursuant to this Instrument are subject to the objectives, terms and conditions of the Open Space Covenant; and
 - (b) to comply with and be bound by the objectives, terms and conditions of the Open Space Covenant as applicable to the rights granted pursuant to this Instrument.
8. For the purposes of this Instrument (unless the context otherwise requires):

Association means Rengarū Solar Village Association Limited and includes its shareholders from time to time.

Burdened Land means the land which comprises any of the easement areas and is subject to the easements created by this instrument from time to time.

Easement Facility includes the following infrastructure located on any of the easement areas and/or the Burdened Land from time to time to draw water from the creek located on Lot 1 DP 526390 for stock watering purposes (and any infrastructure from time to time in renewal or replacement thereof): the Tsurumi dewatering extraction pump and housing, water diverter and sand filtering system, 30,000 litre water storage tank, Anderson piston pump and pump house, electrical lines and water pipes.

Open Space Covenant means the open space covenant in favour of Queen Elizabeth the Second National Trust registered against the title to Lot 1 DP 529390 and includes any subsequent variation thereto.



Title Plan - DP 568247

Survey Number DP 568247
Surveyor Reference 16730 Muriwai Valley Farm QEII covenant
Surveyor Phillip John Lash
Survey Firm Reyburn & Bryant 1999 Ltd
Surveyor Declaration I Phillip John Lash, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 01 Dec 2021 04:44 PM

Survey Details

Dataset Description Land Covenants over Lot 1 DP 526390 and Easements over Lots 1 & 9 DP 526390
Status Deposited
Land District North Auckland
Submitted Date 01/12/2021
Survey Class Class B
Survey Approval Date 04/12/2021
Deposit Date 25/11/2021

Territorial Authorities

Auckland Council

Comprised In

RT 844953
RT 844960

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area A Deposited Plan 568247	Covenant - Land		
Area B Deposited Plan 568247	Covenant - Land		
Area C Deposited Plan 568247	Covenant - Land		
Area D Deposited Plan 568247	Covenant - Land		
Area E Deposited Plan 568247	Covenant - Land		
Area F Deposited Plan 568247	Easement		
Total Area		<hr/> 0.0000 Ha	

Schedule / Memorandum

Land Registration District
North Auckland

Plan Number
DP 568247

Territorial Authority (the Council)
Auckland

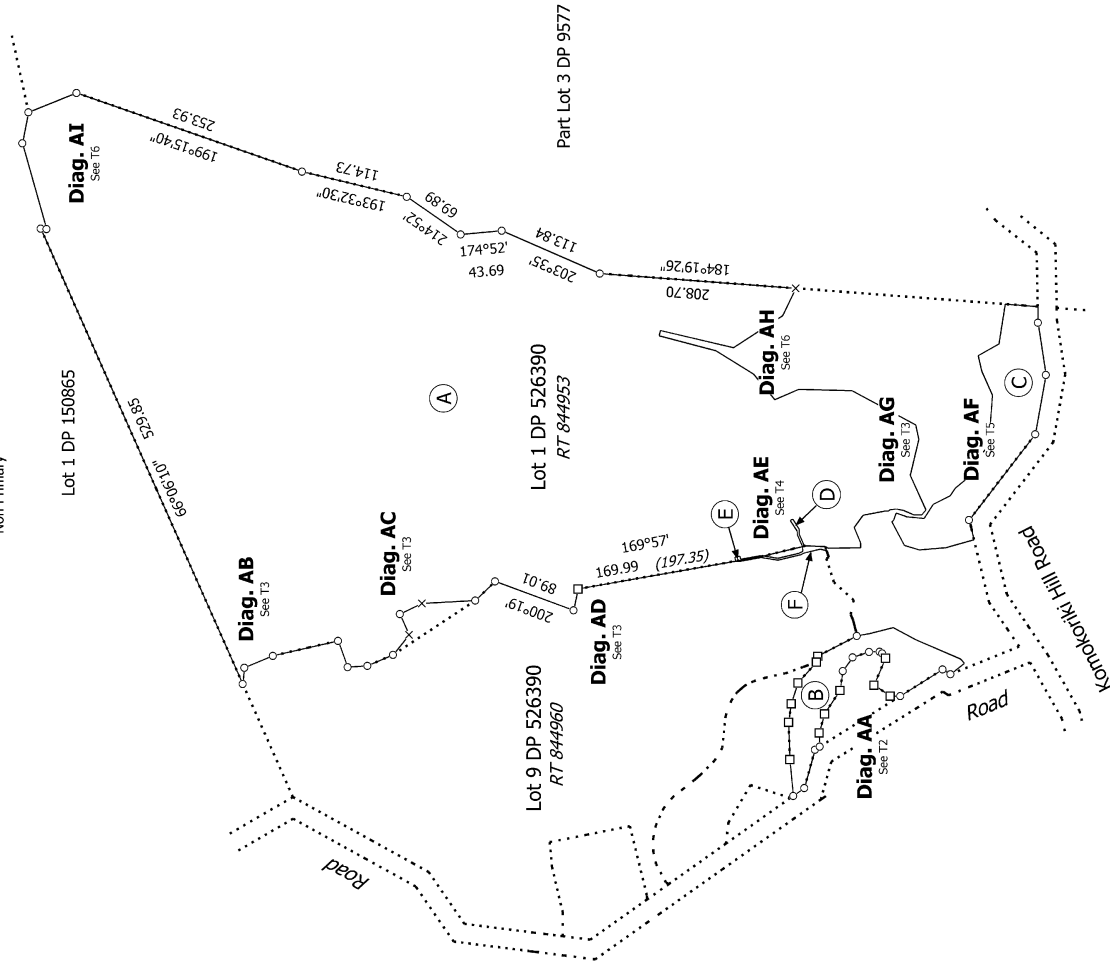
Council Reference

Proposed Open Space Covenant Schedule		
Pursuant to s22 The Queen Elizabeth the Second National Trust Act 1977		
Shown	Underlying Parcel	Area
A	Lot 1 DP 526390	32.2330 Ha
B	Lot 1 DP 526390	0.9400 Ha
C	Lot 1 DP 526390	1.3390 Ha
D	Lot 1 DP 526390	0.0076 Ha
E	Lot 1 DP 526390	0.0048 Ha

Schedule of Easements			
Purpose	Shown	Burdened Land (Servient Tenement)	Benefitted Land (Dominant Tenement)
Right to convey Water	D & E	Lot 1 DP 526390	Lot 9 DP 526390
	F	Lot 9 DP 526390	Lot 1 DP 526390



Diag. A
Non Primary



16730 Muriwai Valley Farm zmf/g

Land District: North Auckland
Dataset Type: Parcels without Survey Information
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Generated on: 07/12/2021 11:07pm Page 3 of 8

Land Covenants over Lot 1 DP 526390 and Easements over Lots 1 & 9 DP 526390

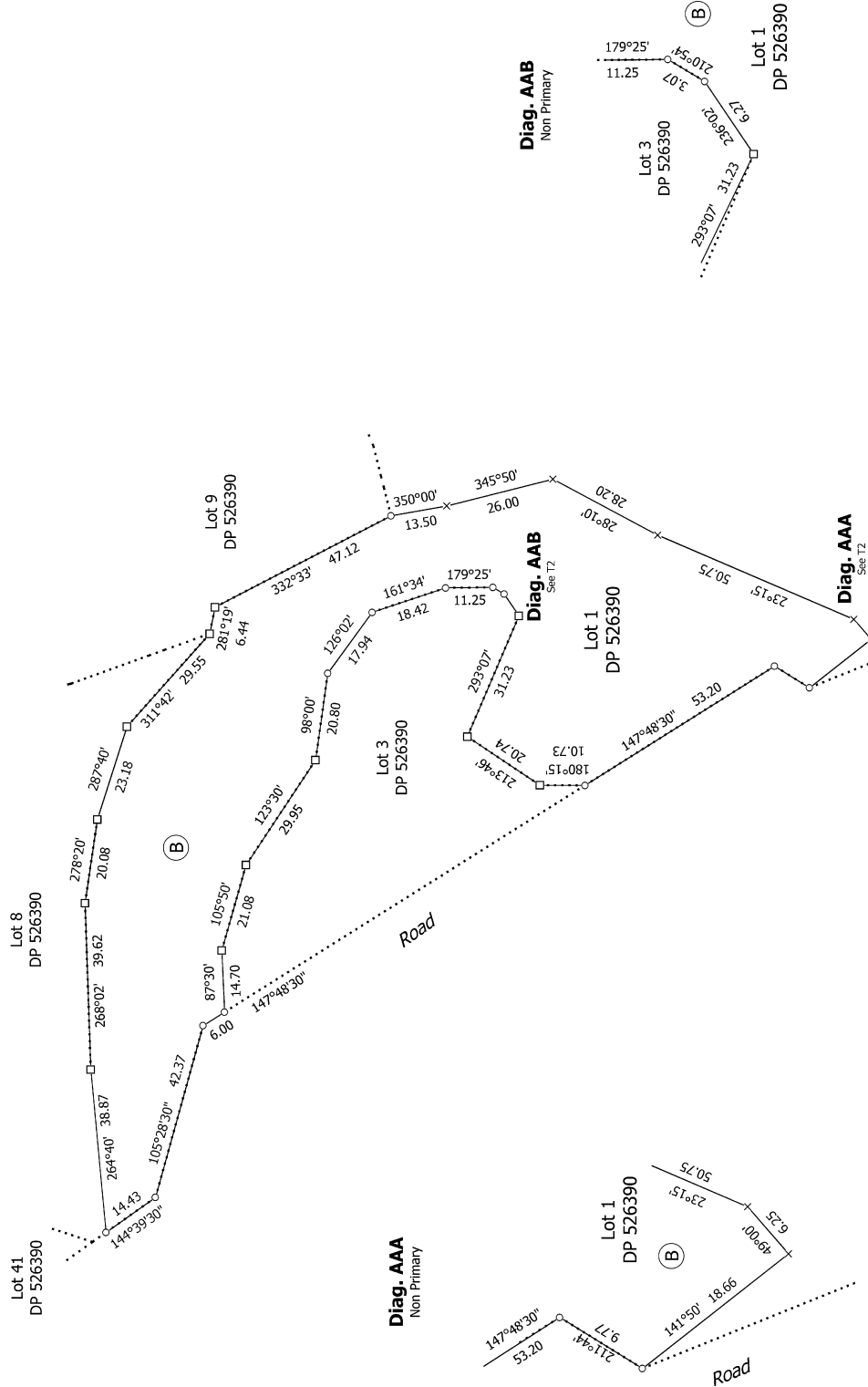
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Title Plan
DP 568247

Deposited on: 25/11/2021



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16730 Muriwai Valley Farm znm/jg

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Land Covenants over Lot 1 DP 526390 and Easements over Lots 1 & 9 DP 526390

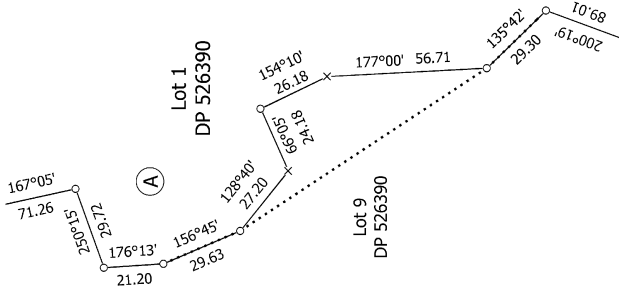
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Firm: Reyburn & Bryant 1999 Ltd

Title Plan
DP 568247

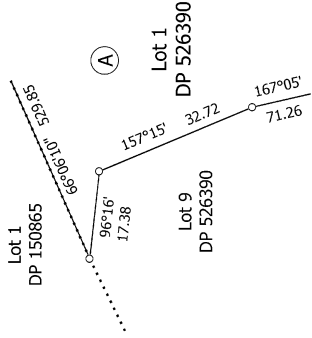
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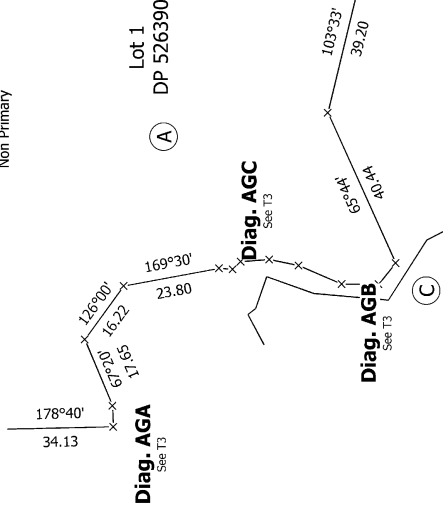
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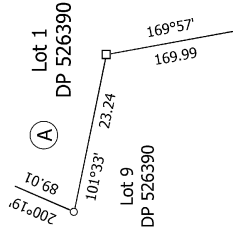
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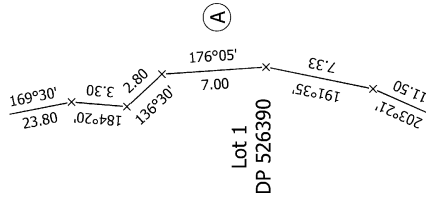
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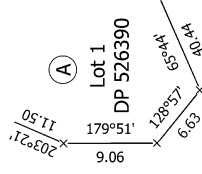
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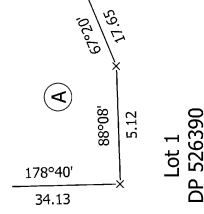
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Diag. AGA
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16730 Muriwai Valley Farm zm/jg

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Land Covenants over Lot 1 DP 526390 and Easements over Lots 1 & 9 DP 526390

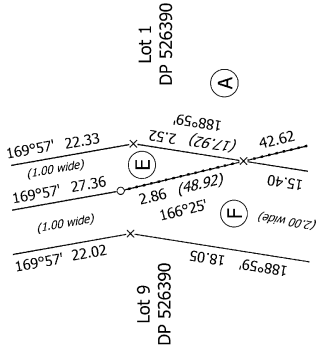
Surveyor: Phillip John Lash
Firm: Reyburn & Bryant 1999 Ltd

Title Plan
DP 568247

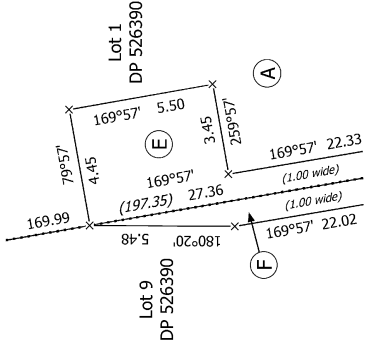
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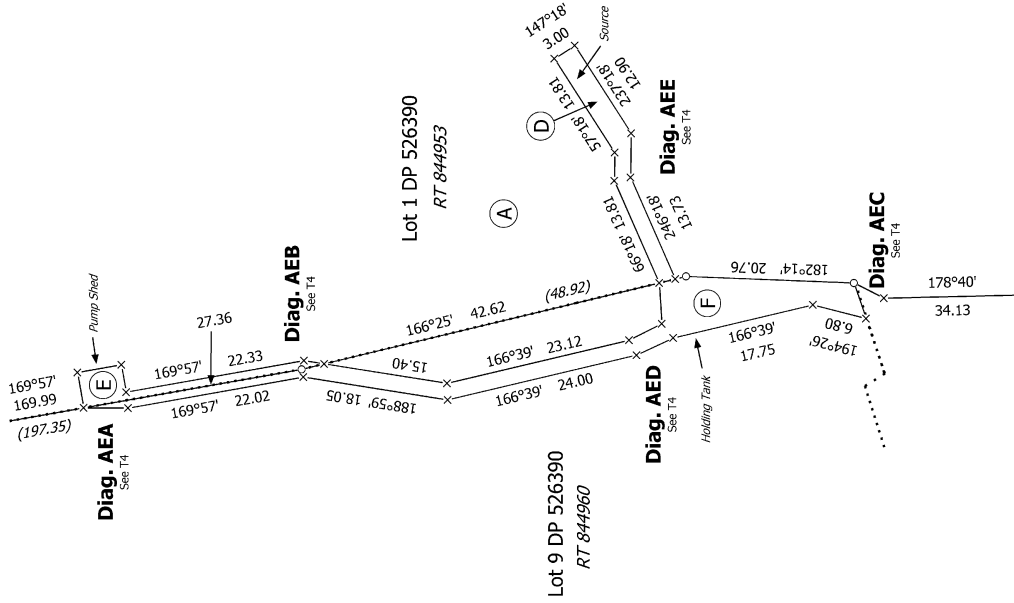
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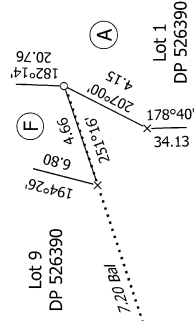
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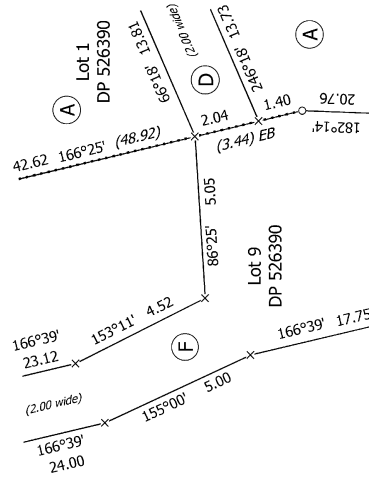
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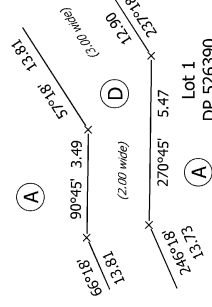
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16730 Muriwai Valley Farm zmf/jg

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Land Covenants over Lot 1 DP 526390 and Easements over Lots 1 & 9 DP 526390

Surveyor: Phillip John Lash
Firm: Reyburn & Bryant 1999 Ltd

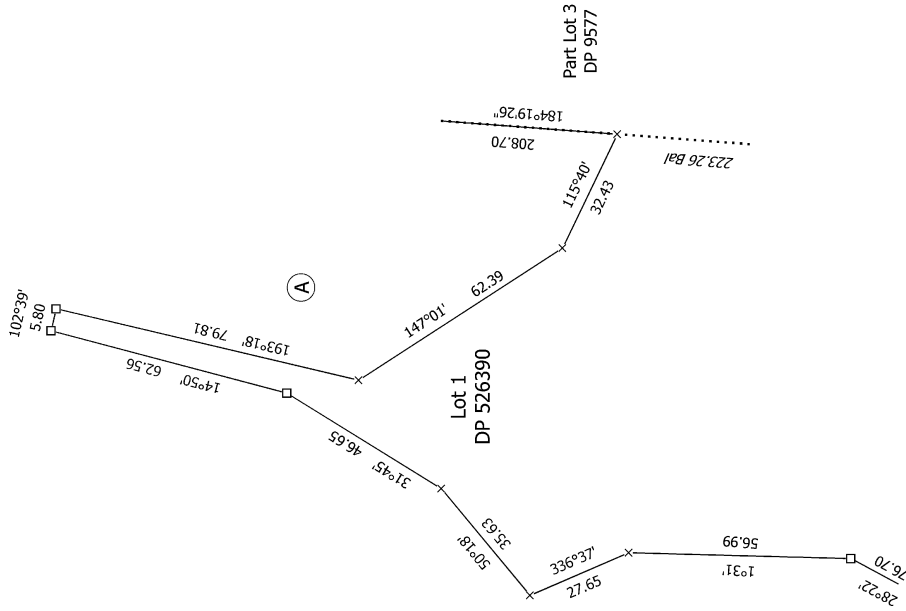
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DP 568247

Deposited on: 25/11/2021

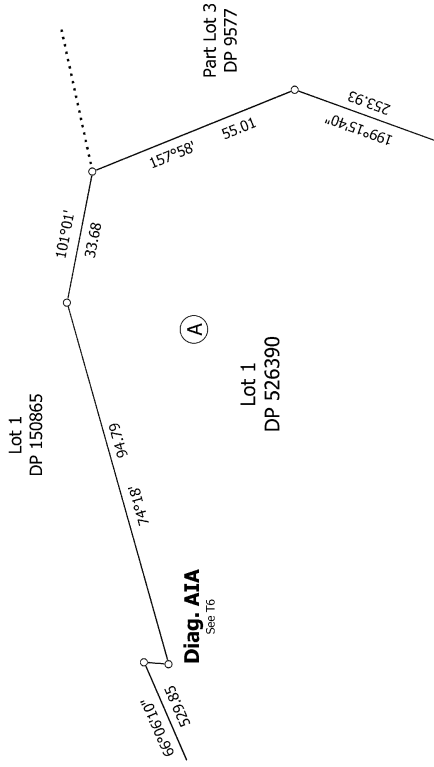
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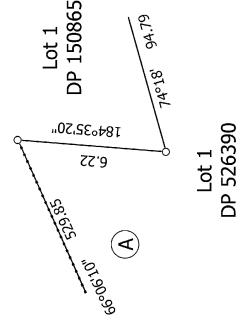


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16730 Muriwai Valley Farm znm/jg

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Land District: North Auckland
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Land Covenants over Lot 1 DP 526390 and Easements over Lots 1 & 9 DP 526390

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Title Plan
DP 568247

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