



AMURI IRRIGATION CO

ACTIVITIES AND ACCESS ON EASEMENT LAND

February 2022

1 Introduction

1. Amuri Irrigation Company Limited (AIC) infrastructure is located almost entirely on farmland owned by shareholders. The location of this infrastructure has been surveyed and is registered, or in the process of being registered, as easements against these properties. The terms of the easement are intended to reflect the contents of the Water Supply Agreement (WSA).
2. The WSA places restrictions on the activities which Farmers, their farm teams and contractors can undertake within the Easement Land, with an intention to protect AIC infrastructure. In doing so, certain activities undertaken within the easement corridor require prior written approval of the AIC. This policy outlines the process for gaining approval for such activities. All clauses referred to in this policy are taken from the WSA and recorded in *italics* unless stated otherwise.

2 Definitions

Easement Land: (sometimes referred to as the easement corridor) refers to a 30m wide strip or 15m buffer zone around AIC infrastructure.

- a. For pipelines and open races, this is 15m from the pipe or race centre point. In some limited instances the width has been reduced where pipe is located within road reserve.
- b. For aboveground infrastructure (e.g. pumpstations) it is a 15m buffer zone around the exterior of the footprint of the infrastructure. Electrical cables to individual pumpstations were existing at the pipe upgrade have not been surveyed.
- c. For ponds, the surveyed footprint has been calculated to protect the integrity of the infrastructure and may exceed 15m.

Farmer: this refers primarily to the landowner and shareholder who has entered into the WSA. It includes non-shareholding landowners with infrastructure on their properties and could, in some instances, refer to an on-farm contact or farm manager. AIC will use their discretion to talk to the appropriate contact on-farm and rely on guidance from the Farmer to find the right person. AIC operates a Rubicon Scada remote monitoring and control system to manage water operations, ordering and management. For each farm offtake, Rubicon allocates two contacts for each offtake, primarily these are the Farm Owner and Farm Manager representing the shareholder and on-farm contact. AIC Operations primarily relied on text to both Rubicon contacts for notification of general operations work and irrigation restrictions.

Scheme Infrastructure (as per WSA): *means all infrastructure owned or operated by AIC, including without limitation the Scheme Supply Race, Water Pipes, Farm Turn-outs, headraces, bridges, siphons, dams, galleries, buffer/pressure break ponds, pumps, water meters, control valves, control gates and cabinets, hydropower plants, generators, turbines, gravel pits, penstocks, power/transmission lines, monitoring equipment, measuring devices or other infrastructure necessary to take and convey water through the Scheme, supply water to farmers and manage the Scheme.*

HSWA: refers to the Health and Safety at Work Act 2015.

3 Obligations on Farmers to manage and maintain easement land

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3. Clause 5.1 of the WSA outlines the obligations on farmers in relation to their properties, and more specifically the easement land for the consistent operation of the scheme and to ensure the land is accessible at all times to access infrastructure:
- a. *not permit any stock that are grazed on the Easement Land to enter any open race.*
 - b. *open races are considered a waterway and should be fenced to ensure that stock do not enter the race and cause damage.* Cattle or other large animals cannot be allowed to graze on the races, although sheep may be allowed to keep weeds down and there should be strictly no feeding out along races.
 - c. *control or eliminate any noxious weeds growing alongside the open race or over the top of the Scheme Infrastructure running through the Land.* A noxious weed shall be any plant defined as a pest in the Canterbury Regional Pest Management Plan. While Scheme Operators spray around pump stations and buffer ponds, the obligation to control weeds remains with the Farmer.
 - d. *promptly remove (at its own expense) all trees presently growing beside or on top of the Scheme Infrastructure or Scheme Supply Race (on the Easement Land) which may be identified by the Company as limiting or having the potential to limit the efficient maintenance, flow and operation of the Race or Scheme Infrastructure.*
 - e. *the Farmer shall not obstruct, interfere with AIC's operations or Infrastructure or attempt to alter any Infrastructure without the prior written consent of AIC and then only upon and subject to the terms and conditions stipulated by AIC.*
 - f. *trim and promptly remove all trimmings from all other trees presently growing on any Easement Land containing aboveground infrastructure (ponds, pump stations, offtakes).*
 - g. *not light any fires or burn off vegetation on or within ten metres of any Easement Land containing a race.*
 - h. *where the Easement Land contains aboveground infrastructure (ponds, pump stations, offtakes) farmers should not cultivate the Easement Land.* The depth of material over the pipelines by design is a minimum of 900mm to provide enough cover to allow normal cultivation practices to continue on-farm without the risk of damaging the pipe.
 - i. *repair and maintain any flood channels and open water courses both on the Easement Land and any other part of the Land and all fences along the same to the satisfaction of AIC;*
 - j. *remove all debris from any Easement Land containing a Scheme Supply Race.* This includes baleage wrap, feed bags or other general rubbish which may cause damage to infrastructure.
 - k. *not permit the discharge of Run Off, chemicals, effluent, debris, dead stock or other toxic matter in or around any Scheme Infrastructure, into any Scheme Supply Race, or any river, contributory, waterway or flood channel*
 - l. *maintain any drainage works on the Land carrying surplus irrigation or flood water to such a standard as will permit the proper functioning of the Scheme Infrastructure.* Farmers are responsible for the maintenance of drains on their properties and any drainage going into or out of the main race. If an issue is caused due to poor maintenance, then they should be financially responsible for any consequences.
 - m. *not undertake any act or omission which may in the reasonable opinion of AIC have a negative effect on the Scheme, the Scheme Infrastructure or its use;*

- n. *Ensure that electric fences across the Easement Land have insulated break couplings suitably located to facilitate vehicle access*
 - o. *allow AIC ready access at all times to the Easement Land and Scheme Infrastructure for operation, inspection, repair and maintenance.*
 - p. *Provide AIC with copies of keys to any locks fitted to any gates on the Land required by AIC to exercise its rights in accordance with this Agreement.*
 - q. *Allow AIC to remove silt and other material from the Scheme Supply Races or Water Pipes and spread such silt and other material out on the Easement Land (or such other areas of the Land as agreed between the parties) to dry, grade and ultimately re-grass.*
4. AIC Management will deal with breaches of these obligations and other minor infringements directly with the Farmer in the first instance. If the situation is not remedied within a reasonable amount of time, then the matter will follow the process outlined in Section 10.

4 On-farm access

5. *Clause 14.1 provides AIC with the power to enter upon, along and through all the Farmer's land to undertake a range of work on Scheme Infrastructure on provision of reasonable notice (in accordance with clause 14.3). This includes the installation of new Scheme Infrastructure for which AIC deems necessary for the supply of water to the farmer and other new farmers.*
6. AIC can access farms to:
- a. *Remove any trees*
 - b. *upgrade, modify, maintain, inspect, operate, clean, repair, renew, replace or reconstruct the Scheme Infrastructure and all other works which the Company deems necessary for the supply of water to the Land and other properties within the Scheme*
 - c. *gauge, inspect, investigate or otherwise determine the quantity of water used by the Farmer or other occupier*
 - d. *view the condition of Scheme Infrastructure and works on the Land*
 - e. *convey water and all rights incidental and ancillary to the rights in this clause 5 as shall be necessary for the purposes of operating and maintaining the Scheme Infrastructure*
 - f. *carry out any maintenance, testing or other work required in order to comply with the Company's duties under the HSWA (including but not limited to erecting and maintaining signs and notices on the Land)*
 - g. *take such measures as the Company reasonably thinks necessary for the safety of persons and property.*

Clause 11.3 gives AIC the right to access Farmer properties without committing a trespass on any part of the Farmer property. On the face of it, this is a wide ranging power which has drawn concern from Shareholders in the easement registration process and as a result it should not be considered an unfettered right. AIC must abide by its own Health and Safety obligations which includes following the Farmer's Health and Safety processes when entering properties, which includes notifying the Farmer on entry and abiding by any additional directions given by the Farmer or their representative in relation to present hazards, it is also required to cause as little interruption as possible to the Land and the farming operation:

Clause 8.1(d) notes that AIC should comply with its obligations under the HSWA and take reasonable steps to mitigate damage and cause as little interruption as possible to the Land and the farming operations.

7. Section 34 of the HSWA creates a duty for PCBUs to consult, cooperate with, and co-ordinate activities with other PCBUs. It was noted in recent legal advice, that larger better resourced PCBUs would be required to

take the lead in consultation and co-ordination. To meet this obligation AIC intends to meet with all Farmers to agree on access arrangements for their property.

8. Agreements should include:

- a. Agreed routes or arrangements for access to the property (which entrances to use, who to contact).
- b. Outline anticipated maintenance work for the coming year and any external parties likely to require access (e.g. Winter shutdown of offtakes).
- c. Agreed point of contact for various work.
- d. Outstanding maintenance issues (e.g. trees requiring trimming, presence of electric fences along race, etc).

9. Following on from last year's risk assessment of open races, the following additional confirmations must be obtained from Farmers with open races on their properties:

- a. The Farmer's own risk assessment of open races on their land
- b. The Farmer's risk management plan as it relates to open races.

10. Once these agreements and assessments are in place, AIC will contact the farmer on an annual basis to review them.

Reasonable Notice

Clause 14.3: The parties acknowledge that the Company shall use reasonable endeavours where possible to consult with the Farmer in relation to the exercise of its rights under this clause 14 above, giving reasonable notice (being not less than five working days) of its intention to exercise its rights and the purpose for which the right will be exercised. In the event it is not possible or practical (determined in the Company's sole discretion) for the Company to give the Farmer reasonable notice of its intention to exercise its rights under clause 14 the Company may access the Land without any prior notice to the Farmer.

Clause 14.4: The Company shall at all times when entering the Land in accordance with this clause 14 give due consideration to the Farmer's farming operation with a view to minimising disruption to that operation and shall further comply with its obligations (and ensure that the Company's workers (as defined in the HSWA) comply with their obligations) under the HSWA.

11. To meet the requirements, we propose using the following procedures for the different types of on-farm work:

Work	Frequency	Description	Contact with Farmer
Routine and regular work	daily or weekly inspection or maintenance	Some AIC scheme infrastructure require frequent inspections by staff and AIC contractors. These include the river intakes, control gates, fish screens and pipe intake areas, combined pump stations, main supply races and ponds. Informal arrangements may have been agreed between AIC and the Farmer that no prior notification is needed for these activities.	Annual review with Farmer to confirm access arrangements. As agreed. Notice of access only required (unless requested) for non-routine work.
Annual Maintenance	Annual or less frequent inspection and maintenance	Scheme infrastructure such as offtakes and individual pump stations generally require less frequent but still regular inspections and monitoring. In many instances, the infrastructure is near roads or farm boundaries and access for inspections and monitoring to these sites can be carried out without Farmer notification. Where sites are not easily accessible (such as further from the road or main access tracks) and subject to agreement with the Farmer, AIC will call or text the Farmer to notify that they are entering the farm.	E.g. Text to Farmer for routine inspections and maintenance (unless agreed otherwise).

All other access and minor maintenance	In frequent or one-off instances of maintenance	May include work on infrastructure such as the pipe network, air valves and buried isolation valves which only require occasional inspections and, in many cases, access will not be via formed access ways or agreed access routes.	AIC to call the Farmer on each occasion.
Emergency work	Emergency or unplanned work outside of agreed areas	For all unplanned work that poses a risk to safety and/or the scheme operation and requires immediate action to address the risk. AIC will notify Farmer of work at earliest opportunity, but this may not meet 5 working days' notice.	AIC will give the earliest possible notification of work to Farmer.
Construction of new infrastructure or significant planned work	Significant construction or work that interferes with on-farm operations	For major construction of new infrastructure or planned repair to existing infrastructure, AIC must give at least 5 working days' notice of any work commencing. Five working days should be considered a minimum to prevent disruption to on-farm activities.	AIC to meet with the Farmer to discuss arrangements and agree access at the earliest opportunity.

5. Obtaining approval for activities on Easement Land

Registration of Interests

14. As a registered interest holder, AIC is often required to provide consent to the registration of instruments on the Record of Title for properties (e.g. Esplanade strips and new easements). AIC's position has been to provide consent and only apply discretion for instruments that touch on Easement Land (despite access provisions affecting the whole servient land parcel).
15. Easements for services (power, water, right of ways) should be considered carefully from a practical perspective to ensure that they do not impede AIC operations or put infrastructure at risk. However, AIC should work to accommodate them where possible.
16. AIC will maintain a Company register for any easements that touch Easement Land and periodically review these to ensure that all obligations and arrangements are being met.

Building activities and improvements

Clause 5.1(h): the Farmer shall not permit any improvement or structure to be erected or altered on the Easement Land without the prior written approval of the Company and then only upon and subject to the terms and conditions stipulated by the Company

17. The default position for construction of permanent structures within the Easement Land will be to decline the request unless sufficient information is provided to show that the structure or improvement will have minimal impact on future operations and take into account future access, maintenance and replacement requirements. Replacement of infrastructure, particularly large GRP pipe has been anticipated in determining the width of the easement.
18. There is some discretion to allow approval in instances where encroachment onto Easement Land is minimal or AIC infrastructure is small (i.e., HDPE pipelines <600mm) and can be easily accessed around proposed structure.

6. Excavation on Easement Land

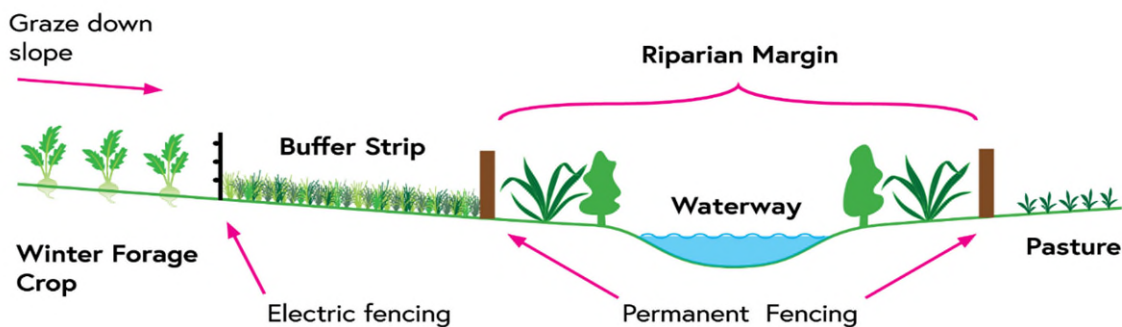
Clause 5.1(n): the Farmer shall not excavate the Easement Land without the written consent of the Company;

16. Excavation work within easement land creates a potential risk to AIC infrastructure and allowing work around existing aboveground infrastructure needs to be carefully considered and monitored.
17. Farmers intending to conduct any of the following activities in easement land require the prior written approval of AIC:
 - a. Any excavation works
 - b. Trenching
 - c. Mole ploughing
 - d. Ripping
 - e. Subsoiling
 - f. Post and waratah driving
18. Any work within a pipeline easement which disturbs the ground below plough depth (typically 200mm bgl) is a potential risk to AIC buried pipelines and permission must be sought from AIC prior to any work commencing.
19. AIC holds survey equipment which can accurately locate underground infrastructure and offers this service free of charge to landowners at their request.

7. Planting on Easement Land

Clause 5.1(d): the Farmer shall not plant or allow trees on the Easement Land (or such additional set back where required for pumps, valve and other Scheme Infrastructure) without the prior written approval of the Company and then only upon and subject to the terms and conditions stipulated by the Company.

20. Farmers can cultivate Easement land containing underground infrastructure (i.e. pipelines) for pasture and seasonal crops using normal on-farm practices without fear of damaging the pipe. A depth of 900mm of material has been reinstated over the pipelines providing sufficient cover to allow this work.
21. However, planting fodder crops for winter grazing along waterways, including the open race, should be done in line with Good Management Practice and include a buffer strip beyond the riparian margin. (I.e. An additional buffer strip will be required beyond the side of the open race).



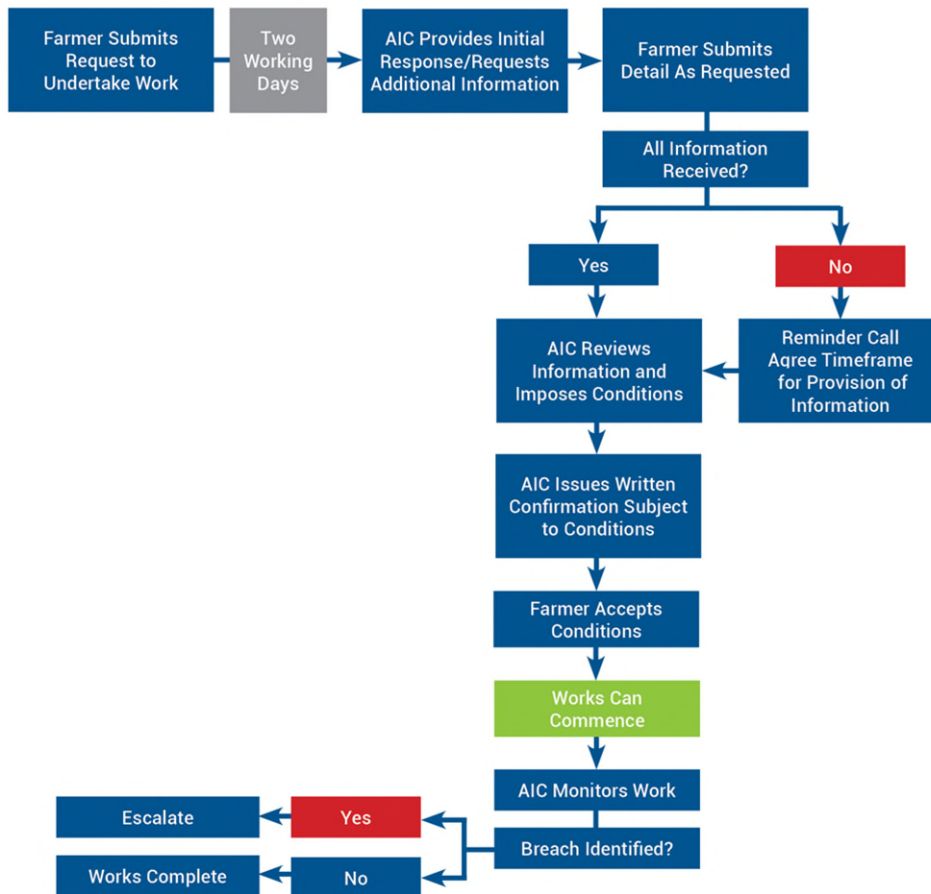
22. However certain types of trees and plants develop deep roots which can seek out water through pipe joints (e.g., Poplar and willow are well known examples). Tree rooting near pipelines can damage pipe and

interfere with future maintenance activities. Most Elm, Eucalyptus (Gum) and Conifer species produce large root systems that can create problems.

23. In many cases, shelterbelts and boundary trees have been removed from the easement corridor when the pipe was laid and some Farmers have requested information on what trees and plants AIC will allow to be planted within the pipe corridor.
24. Table A & B outline what perennial plants are automatically approved by AIC for planting on Easement Land. However, planting along open races and around aboveground infrastructure (i.e. ponds and pump stations) will continue to require individual approval.
25. AIC approves the planting of plants listed in Table A over top of and across the full width of the easement corridor insofar as it relates to pipelines.
26. AIC approves the planting of the additional trees and shrubs listed in Table B within the easement land subject to the condition that they are not planted within 5 metres of the pipeline. This pipeline offset can be marked out by AIC on request by the Farmer.
 - a. For any other species of tree or shrub not listed in the Table A or Table B, the specific approval of AIC will be required. In these instances, the default position of AIC will be to decline the request unless sufficient information is provided that the species poses an insignificant risk to AIC infrastructure.
 - b. All planting on Easement Land remains at the risk of the Farmer. AIC cannot guarantee the survival of any planting within the corridor as they may be damaged during infrastructure repair or maintenance activity.

8. Process for obtaining AIC approval

27. Approval for any work contained in the aforementioned sections are delegated to AIC management to be conducted using the following process.



28. A Farmer must submit a request for approval to undertake work in easement land in advance of any work commencing to AIC. Submissions can be made to AIC at the following email address: operations@amuriirrigation.co.nz. AIC will provide an initial response within 2 working days of receipt.
29. The request must include the following information (a template may be developed in time):
- Location of the work (a plan or marked up aerial photograph would be helpful)
 - Description of the activity
 - Scope of works with associated plans or drawings.
 - Proposed timing
 - Control measures or mitigation of risks to be imposed
 - The contractors (if any) to be used.
30. AIC may impose conditions on the work depending on the nature, timing and location of the work to be undertaken.
- It is likely that AIC will need to mark the pipe location prior to any work commencing.
 - They may include a condition that an AIC representative stand over work during critical aspects of the work or when the risk of striking the pipe is possible.
 - In some instances, modifications to the proposed activity may be required to minimise the risk to AIC infrastructure.
31. Written approval (subject to conditions) will only be provided once AIC is comfortable the risk to its assets can be appropriately managed.
32. AIC may monitor the above conditions while undertaking their regular operational and maintenance duties. Where a potential breach is identified AIC will contact the Farmer seeking a resolution to the issue. If the issue is not resolved within the agreed time, then this will be elevated by the process outlined in Section 10.

9 Other Activities requiring AIC permission on Farmer properties

33. All approvals under this Section can only be obtained by way of a written application or letter to the AIC Board to be considered at their next meeting in line with all relevant AIC policies.
34. AIC management shall ensure that there is sufficient detail (including relevant plans and drawings) to allow the Board to understand the impact of the decision.

Spreading of water (Clause 3.3)

35. A Farmer may (with the Company's prior written approval and in the Company's sole discretion) be entitled to irrigate more than one hectare per Share on its land by irrigating at a lower application rate. *E.g. if a Farmer with 100 shares is entitled to irrigate 100 hectares at 0.6 litres of water per second it may instead irrigate 120 hectares at 0.5 litres of water per second.*
36. AIC encourages the most efficient use of irrigation water. However, applications that overlap supply of AIC water with private water supply or extend water beyond an accepted limit should be carefully considered for environmental impact and/or additional pumping cost.

Taking of water for other purposes

37. *Clause 3.5: The Farmer shall only take water for the purposes of efficient irrigation and shall not be entitled to take water for any other purposes (e.g., storage) without the prior written consent of the Company.*
38. Historically there are some instances of water stored in ponds, however widespread individual on-farm storage has been discouraged in favour of a collective water storage facility.
39. Our resource consents also limit the use of the water to irrigation. but the inefficiency of using pressured water from the pipe network into a pond has largely prevented this practise.
40. *Clause 3.8: The Farmer shall not take or attempt to take or allow any person under its control to take or attempt to take any water from the Scheme otherwise than through a control device, except where the pipe through which the water is conveyed is a garden irrigation pipe installed with the approval of the Company.*
41. The only instance of water taken from the AIC side of the offtake is for Colin Heslop and for use by the fire service through specially installed hydrants.

Conversion to spray irrigation

Clause 3.9: Save in respect of conversion under clause 3.11 below Farmers wishing to convert from border dyke to spray irrigation must make an application in writing to the Company which may or may not be approved in the sole discretion of the Company.

42. Currently there are only two farmers with border dyke irrigation. Both these farmers are on the Waiareka Scheme and have clauses in their WSA requiring them to convert to spray prior to the 2025/26 irrigation season.

10 Breaches of this policy

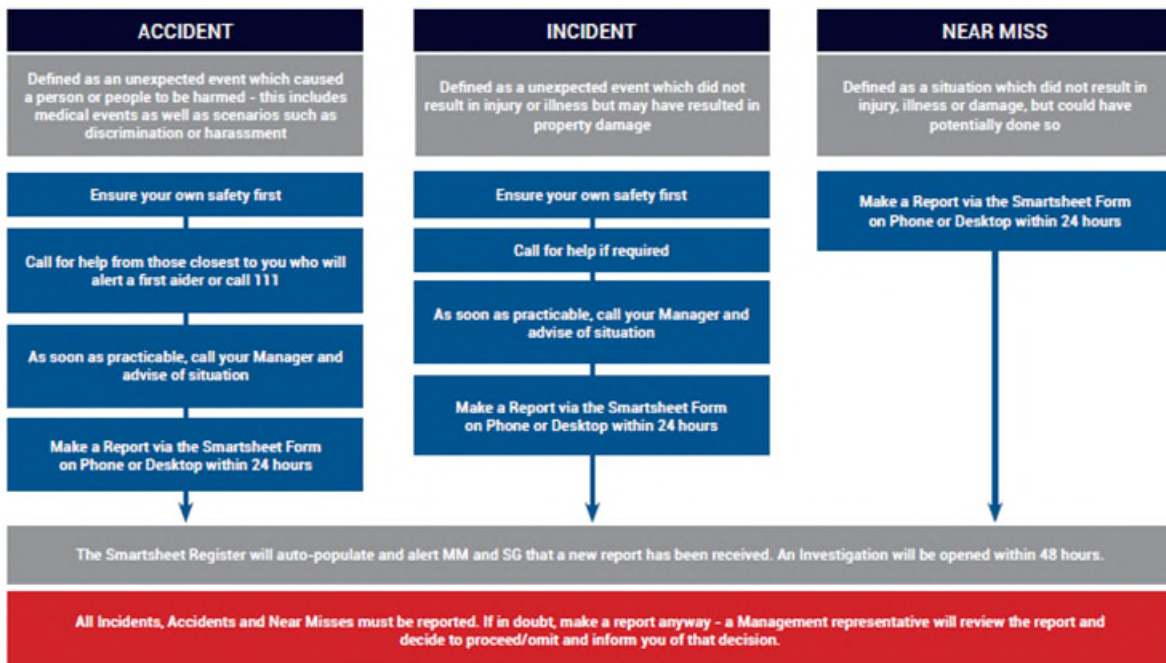
Obstruction or interference with infrastructure

43. In instances where AIC Management becomes aware of activities that breach this policy or may not have been authorised by this policy and pose a threat to AIC infrastructure then the following process will be followed:

Step 1: AIC to contact Farmer immediately to ask for work to cease as soon as possible.

Step 2: AIC Management should register the activity as a near-miss or incident. This will generate the requirement for an investigation within 48 hours.

Incidents, Accidents and Near Misses Reporting Process



Step 3: Once the investigation is complete, recommended actions will be reported to the AIC Board with may include, but are not limited to:

- A Letter to the shareholder outlining a breach of the Water Supply Agreement (if applicable).
- Remediation of the Easement land. A reasonable timeframe for remediation will be given: Should the remediation not be adequate then the matter will be taken to the next Board meeting and the process outlined in Clause 17 of the WSA will be followed.
- Other remedies as outlined in the Easement Instrument or Water Supply Agreement.

Costs

44. *Clause 5.1(b): The farmer will be responsible for any costs incurred by the Company for the repair of any damage to the Scheme Infrastructure to the extent that such damage was caused by the Farmer (or its directors, employees, contractors, servants, agents or invitees) through any act or omission, including, without limitation, damage caused by stock, machinery, vehicles, posts or otherwise;*

Table A**Plants suitable for planting on top of irrigation pipe – plants typically less than 2 metres tall at maturity****NATIVE SHRUBS**

Scientific name	Common name
Brachyglottis greyii	
Brachyglottis monroi	Yellow shrub daisy
Corokia cotoneaster	
Corokia species Geentys green & ghost	Frosted Chocolate, Bronze King
Hebe species	
Melicytus alpinus	Porcupine Bush
Olearia nummulariifolia	
Phormium species Coloured flaxes.	E.g. Black Rage, Evening Glow, Cream Delight, Surfer,

NATIVE GRASSES/TUSSOCKS

Anemanthele lessoniana	Windgrass
Carex buchananii	
Carex flagellifera	
Carex secta	
Carex testacea	
Poa cita	Silver tussock

Table B**Small trees, large shrubs or those trees with shallow rooting systems for planting on easement land but not within 5 metres of the pipe****NATIVE TREES**

Scientific name	Common name
Griselinia littoralis	Broadleaf
Kunzea ericoides	Kanuka
Olearia lineata	
Olearia paniculata	
Pittosporum tenuifolium	Kohuhu
Pittosporum species e.g Silver Wai iti, Tandarra Gold	Sheen, Wrinkle Blue, Stephens Island etc
Sophora microphylla	Kowhai

LARGE NATIVE SHRUBS

Coprosma crassifolia	
Coprosma liniariifolia	
Coprosma lucida	Shining Karamu
Coprosma propinqua	Mingimingi
Coprosma rhamnoides	
Coprosma rigida	
Coprosma robusta	Karamu
Coprosma virescens	
Cortaderia richardii	Toe
Discaria toumatou	Matagouri
Hebe salicifolia	Koromiko
Hebe traversii	
Leptospermum scoparium	Manuka
Muehlenbeckia astonii	
Ozothamnus species	Cottonwood

Ozothamnus tenax	Flax
Sophora prostrata	Prostrate Kowhai

EXOTIC TREES & SHRUBS

Betula species	Birch
Cornus species	Dogwoods
Grevillea species	
Malus species	Crab apples
Photinia species	
Viburnum species	

AIC acknowledges and appreciates the advice provided from Hurunui Natives (Jamie M^cFadden) in the development of this policy.

11. Related Documents

- 11.1 Standard Easement Instrument
- 11.2 Water Supply Agreement
- 11.3 Anderson Lloyd- Water Race Health and Safety Obligations (December 2020)