



BRIEFING: ACCESS TO PORONUI STATION

SUMMARY - ACCESS THROUGH PORONUI STATION

- Public access is provided through Poronui Station via a track called the "Poled Route"
- Poronui voluntarily developed and improved access along with the Department of Conservation (who we have a very good working relationship with)
- Poronui allows public access over private land and bridges in order to provide for easier access
- These upgrades and improvements were provided voluntarily by the (owners of Poronui) at their cost in order to overcome natural physical impediments of a series of cliffs and swamps so that trampers could safely navigate their way through the property
- Poronui Station maintains the public walking track at its own cost approx 12 km
- A public car park has been created
- Poronui works with local tramping and walking clubs to provide greater access to the property
- Poronui Station does contain significant areas of conservation value that has been enhanced by sound environment policies of the owners of Poronui Station
- Website on access through Poronui Station: www.poronuiranch.com/access
- DOC website: http://www.doc.govt.nz/Explore/002~Tracks-and-Walks/By-Region/007~Tongariro-Taupo/004~Kaimanawa-Forest-Park.asp
- As part of the management of natural resources, we have recently commissioned an Environmental Management Assessment report – please contact us for a copy.

For further information on access through Poronui Station – please contact s9(2)(a) s9(2)(a) on s9(2)(a)





SUMMARY - ACCESS TO THE RIVERS ON PORONUI STATION

- Poronui Station does not have the Queens Chain but still allows access to the Taharua and Mohaka rivers on Poronui
- The Taharua is not navigable
- Poronui Ranch website on fishing access: www.poronuiranch.com/access
- Poronui Station is predominantly a farming and forestry property and business covering 16,000 acres
- We do require advance notice and proof of public liability and fire suppression insurance
- We do operate a catch and release policy for fishing
- Poronui Ranch a world class fly fishing tourism business operates from the property. Poronui Ranch has increased access to the rivers and increased fishing not only on these rivers but the whole region for both New Zealanders and overseas guests.
- Poronui Ranch sells hundreds of fishing licenses to New Zealanders and foreigners of which the proceeds then go to Fish and Game
- The Taharua contains a pure strain of brown trout (because of a series of waterfalls) that has significant conservation value (hence catch and release policy)

For further information on access through Poronui Station – please contact \$9(2)(a) s9(2)(a) on \$9(2)(a)

Item 15

Brebner, Kathleen Tongariro \ Taupo CO

From:

Gibbs, John Tongariro \ Taupo CO

Sent:

Tuesday, 21 September 2004 10:04 a.m.

To: Cc: Goddard, Sean Tongariro \ Taupo CO; Lumley, Dave Tongariro \ Taupo CO Green, Paul Tongariro \ Taupo CO; Wakelin, Dave Tongariro \ Taupo CO

Sohn ackeoks

Subject:

RE: Poronui Station Sale

Hi Sean

That seems to cover the issues. As I understand it from the TV item I saw, the owners are emphasising the provision of access to KFP. But I think the issue that will excite most interest is the lack of access to the Taharua and part of the Mohaka rivers, which Poronui has always kept private due to the absence of any form of Queen's chain. This is the exclusivity they promote in their brochures and which Fish and Game highlight as private capture of public resources.

John

-----Original Message-----

From:

Goddard, Sean Tongariro \ Taupo CO

Sent:

Tuesday, 21 September 2004 9:46 a.m.

To:

Lumley, Dave Tongariro \ Taupo CO

Cc:

Gibbs, John Tongariro \ Taupo CO; Green, Paul Tongariro \ Taupo CO; Wakelin, Dave Tongariro \ Taupo CO

Subject:

Poronui Station Sale

Hi Dave, Paul and I have discussed Poronui as an issue that may assume national significance. It seems likely that the minister will get asked about access arrangements at some point, i.e. whether these are currently adequate and whether they are secure in the event of the station passing to a new owner. Paul suggested you be the point of contact for questions. I've drafted an ITMANS item below. Can you and John have a look and make any comments before I send this away.

Cheers Sean

DRAFT ITMANS

TONGARIRO TAUPO

Sale of Poronui Station

There has been some media coverage of the fact that Poronui Station has been put up for sale and that any sale would most likely be to a foreign buyer. The owners have indicated that they have provided information to Ministers of Conservation and Tourism. Fish and Game have raised access for fishing as an issue.

Risk

There is a risk that the sale of Poronui Station may become a lightning rod for concerns about public access to waterways. Some groups may argue that the property should be purchased to protect conservation values and public access.

Risk management

The Conservancy will be prepared to answers questions on current access arrangements, including whether these are adequate and whether they are secure in the event of the property changing hands to another overseas owner.

Person responsible Dave Lumley ERD contact Harry Broad

Stephanie

File: PAL 11-01-06

10 November 2004

s9(2)(a)

NZ Business Manager Blake Family Holdings PO Box 1047 TAUPO

Dear s9(2)(a)

As discussed during our meeting last week, please find attached the letter of agreement we hold on our file regarding public access through Poronui Station.

Please do not hesitate to contact me should you require any further information.

Yours sincerely

Dave Lumley

Area Manager Turangi/Taupo

::ODMA\DME-MSE\TONCO-37299

FIE COD



70 Ruapehu Street

Fax. 07 378 6447 Email: chbn@xtra.co.nz

Department of Conservation

Tongariro Taupo Conservancy Turangi

PO Box 165 Taupo New Zealand Tel. 07 378 6405

OUR REF 2000-70L13

11 August 2000

Department of Conservation Tongariro - Taupo Conservancy Private Bag TURANGI 2751

ATTENTION: DAVE LUMLEY

Dear Dave

RE: PORONUI STATION: YOUR REF AES007/PLA025

Thank you for your letter of 31 July.

I have forwarded a copy of your letter to and he has asked me to confirm that your understanding of the issues addressed is correct.

s9(2)(a)

However, one matter that needs correction is the new site of the Helisika hangar. This is to be on the escarpment above the Motupataka Stream, not the Waiotewhana Stream.

The provision of marker posts can be implemented now and it would be appreciated if your representative could contact \$9(2)(a) s9(2)(a) in this respect. \$9(2)(a) is available at his home on 07 \$9(2)(a) or \$9(2)(a)

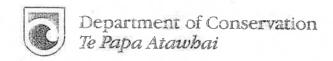
In seeking to obtain an assurance that this arrangement will have some term, I can only express the view that Poronui Station Limited are a willing party and this willingness will not change, provided the access arrangements are treated with due respect by the users. [59(2)(a)] would expect to review the situation from time to time and is willing to look at an initial period of three years.

Perhaps the wording of the sign could reflect the expectation of Poronui Station Limited that respect to the property be observed.

Yours faithfully

CHEAL HINDESS BATTERSBY & NORRIE LIMITED

s9(2)(a)			
		42	
Cop	oy to: s9(2)(a)	P O Box 682, Taup	00



File: AES 007/PLA 025

31 July 2000

s9(2)(a)

Cheal, Hindess, Battersby & Norrie P O Box 165 TAUPO

Dear^{s9(2)(a)}

ACCESS TO KAIMANAWA FOREST PARK VIA PORONUI STATION

Thank you to \$9(2)(a) and yourself for a most positive meeting on this issue in Turangi on 19 July 2000.

ation Act

From this meeting the Department of Conservation understands that:

 The Helisika hanger is to be shifted from its current site up on to the top of the escarpment above Te Waiotewhana Stream.

A large carpark will be formed adjacent to this hanger.

 A new locked gate will be erected on Poronui Station's road (private right of way) adjacent to the hanger.

 A new sign informing the public of access through Poronui will be erected adjacent to the gate.

Further, the Department of Conservation understands that Poronui Station has offered the following proposal to improve public pedestrian access through Poronui Station:

 The public will be permitted to park vehicles in the carpark on Poronui Station's land adjacent to the new Helisika hanger.

The public will be allowed pedestrian access from the new gate down Poronui Station's road and across Poronui Station's bridge over the Motupotaka Stream.

• The publics' pedestrian access will continue down Poronui Station following farm tracks where these offer more practicable routes than offered by the legal public right of way.

Access will be available for all pedestrians at any time of day or night without the requirement to gain specific approval from Poronui Station.

Nothing in this access proposal will alter the continuing legal status of the public right of way (poled route) through Poronui Station.

For its part, the Department of Conservation will undertake:

 To provide a representative to confer with Poronui Station's representative and agree on deviations from the current public poled route. To provide suitable marker poles to mark the pedestrian route through Poronui Station and to assist Poronui Station to install the new poles.

To provide input into wording on the new sign – such wording to include the
requirement for hunters to remove bolts and ammunition from firearms whilst traversing
the route through Poronui Station.

The Department of Conservation considers that there is significant public benefit afforded by this proposal, namely provision of a more practicable pedestrian access to the Mohaka River and a measure of security for public vehicles in Helisika's new carpark. However, the Department seeks some assurance from the current owners of Poronui as to the term of this new arrangement. The Department does not want to be placed in the position of having supported this new arrangement on behalf of the public only to find that within a short time the new situation changes and the public are disadvantaged.

The Department of Conservation also understands that access through Poronui Station for management purposes for its staff and contractors will continue subject to current conditions.

Would you please confirm in writing that the Department of Conservation's understanding of your proposal matches that of Poronui Stations.

With regard to your application for land use consent for the relocation of the Helisika helicopter operation, the Department gives its Section 94 Consent pursuant to the Resource Management Act 1991 for the activity proposed.

Yours sincerely

Dave Lumley

eleasel

Turangi/Taupo Area Manager

Filenote

File: PAL 11-01-06

11 November 2004

San Paldag / Lianne Stephanie Terny

MEETING RE PUBLIC ACCESS – PORONUI STATION

On 4th November I met at Poronui Station with the current owner's representative \$9(2)(a) \$9(2)(a) Also present were \$9(2)(a) of Environmental Management Services and \$9(2) \$9(2) who were gathering information to prepare an environmental report on the property.

We drove along sections of the paper road/poled access route to the southern gate above the Mohaka River and discussed aspects of public access to Kaimanawa Forest Park.

I made it clear that from the Department's perspective we were keen to see the present arrangements for public access continue and be formalised. We also required continued access through the property for management purposes.

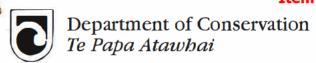
said that apart from continuing deer poaching problems, the present arrangement presented no real problems for the property. They were prepared to be flexible in terms of access for groups and if given sufficient prior notice they would allow vehicles to drive further along the road from the carpark and park at the old woolshed. They also kept mown a 1 kilometre section of rough grass along the route.

said that during discussions with prospective buyers, he had made it clear that there was an existing public access arrangement through the property and that this must continue.

Because of likely scrutiny of the sale by the overseas investment commission and the media, he is keen to have Paul Green and the Minister of Conservation visit for a day or two.

Dave Lumley

Area Manager Turangi/Taupo



Internal Correspondence

File:

RVA 03-02-01-05

& cox to PAL-11

PAU-11-41-61

To:

Turangi/Taupo Area Staff

From:

Dave Lumley

Date:

22 December 2004

Subject:

RULES FOR USE OF PORONUI HUT

Background

Poronui Hut is located within Kaimanawa Forest Park and may be accessed by DOC staff by vehicle through Poronui Station. Public access through this station to the Mohaka River is for walking only, therefore staff need to bear in mind that as DOC staff they are in a privileged situation regarding this access.

Management Purposes

The hut may be used by DOC staff when engaged on legitimate work for the Department.

Examples of such work are: Maintenance and wardening of Oamaru Hut, track maintenance, flora-fauna monitoring. Outside agencies may also be given approval to use the hut when the work being undertaken has an environmental benefit for Kaimanawa Forest Park.

Hut use Approvals

Approval to use Poronui Hut must be obtained from the Field Centre Supervisor Taupo. Approval to drive through Poronui Station is to be obtained via Harry Gurnick at Taupo Field Centre. There is a good log fire in the hut – you will need to provide your own firewood.

Non Work/Recreational use

Because the hut does not meet the Departments standards for visitor huts, use by non-DOC staff will not be approved.

Access to the hut is by foot only when the hut is to be used for recreational purposes by DoC staff.

Wardening Oamaru Hut

A key reason for our continued use of Poronui Hut is to provide accommodation for our staff engaged on hut wardening duties at Oamaru Hut.

The rules for this activity are as follows:

- Staff are to be wearing DOC uniform when visiting Oamaru Hut.
- At least 1 visit per day must be made to the hut.
- Priority tasks at the hut are to: Collect hut tickets, complete invoices for those people who do not have hut tickets, clean the hut, complete hut maintenance inventory.
- Staff must conduct themselves in a professional manner and be friendly and courteous to the public.

Rules for travel conduct on Poronui Station

• All travel must be in a DOC vehicle (with DOC logos)

- Members of your immediate family may travel with you.
- Any firearms must be stored out of sight in the vehicle.
- Absolutely no hunting permitted on Poronui Station.
- Released under the Official Information Act • Drive slowly through the station and leave gates as you find them.

Item 19

PAL-11+ Copy to PAL

Drafted Typod by - Merent

Mini No. 04-A-1338

Wang No. 212477

Date Lit: 2 - 3 - 65

0 2 MAR 2005 Anolly Marie arrived to

- 7 MAR 2005 s9(2)(a)

> Fish & Game NZ PO Box 13-141 WELLINGTON

s9(2)(a) Dear

Thank you for your letter of 17 December 2004 concerning access at Poronui Station.

I am informed that the Tongariro/Taupo Conservator recently met representatives of Poronui Station to clarify issues of access.

Your letter raises a number of issues that can arise when there is a dispute over access to and along waterways through private property. I have become aware that there is usually no easy solution when the parties have widely differing views on their rights and obligations, as seems to be the case here.

Access along a navigable river bed owned by the Crown is a different issue to access to that river and, whatever options there may be, there is no guarantee that they will ensure practical access for the public.

Poronui Station has provided evidence, prepared by Cheal Consultants, that the Taharua River is included in the title of the property. If that is the case and the original Crown grant included the bed of the river, determining the question of the navigability of the river will not assist you in your access objectives because the provisions in the former Coal Mines Acts 1925 and 1979 did not apply where the bed of the river had been granted by the Crown and thus passed into private ownership.

Questions of navigability are often difficult to determine anyway but, as a matter of interest, the Conservator considers that the Taharua River is not navigable in terms of the coal mines legislation.

There is currently no legal access on the Taharua River. It appears that the Mohaka River downstream of the waterfall below the Taharua confluence is navigable in terms of the legislation. Navigable riverbeds are almost all managed under the Land Act. There is no statutory right of public access, though in practice, of course, public access is generally available over Crown land unless there are good management reasons for not allowing this.

The Conservator discussed access with the owner's representative, and it was agreed, that the poled route through the property could be legally recognised as an easement over the title for the property. The owners were not prepared to have legal access 'of right' to the Taharua River for angling but repeated that they are willing to provide access, subject to farm and

forestry operations, if contacted by the public as indicated on their web site. They were able to demonstrate recent requests for access that had been met in respect to river rafting on the Mohaka River and for mountain biking through a beech forest area. They had not recently had requests for angling access, but did state that access for angling would also be allowed on request, subject to the same conditions regarding farm and forest operations.

Foot access along rivers like the Taharua will be considered in the government's Public Access Policy; and the question of access to such rivers may also be an issue that will arise In the meanwhile, it does not appear possible to provide public legal access on the Taharua Released under the Official Inflorm River as part of the sale process. It is noted that access can currently be arranged, subject to landowner conditions, and it is hoped that this will be continued under any new ownership.

Daye Lumber

File No. (PAL-11-01-06

Drafted By:

Tangerwo-Tampo/ M grand

- 7 APR 2005

s9(2)(a)

Director
Fish and Game New Zealand
PO Box 13-141
WELLINGTON

Mini Number: 05

05-A-230

Date Left:

6/4/05

DME Number 216442 - 7 APR 2005

Dear s9(2)(a)

I have seen your email of 7 March 2005 to Kevin Smith on Poronui Station. I have little to add to my letter to \$9(2)(a) except to say that while the department's view upon inspecting the Taharua River was that it was unlikely to be navigable in a practical sense, only a court could determine the question of the navigability. I am advised that there is no case law on this matter. I note that the statements provided by Fish & Game were from people who had rafted the Mohaka River rather than the Taharua.

It should also be noted that proving navigability will not assist with access if the riverbed is included in the title. I have enclosed the report you have asked for that was prepared by Cheal Consultants for Poronui Station. My department is not in a position to make a judgement on whether there has been a specific grant of title to the riverbed.

As you note, the poled route provides access to the upstream boundary of Poronui with the Mohaka River. When the owners have provided access for rafting, it has been along the "Red Hut Highway" to the Mohaka River—i.e., below the waterfall.

As my letter indicated, my department is satisfied that access has been provided and it was not considered necessary to demand proof of this. Registration of the poled route will be of benefit to trampers, hunters and anglers wishing to access the Mohaka River and Kaimanawa Conservation Park.

It may be an option in future to negotiate further access arrangements for the Taharua River under the government's access review. However, at the present time, and taking into account the information in front of me, I do not see any benefit in attempting to impose on Poronui Station a public right of access to the Taharua.

Yours sincerely

Hon Chris Carter MP Minister of Conservation

Encl

fle PALI

Brebner, Kathleen

From:

Goddard, Sean

Sent:

Thursday, 30 June 2005 9:33 a.m. Grant, Murray HEAD OFFICE

To: Cc:

Green, Paul

Subject:

RE: URGENT: Article from Fish & Game New Zealand magazine - "why are we waiting"

Hi Murray, In announcing the Government's decision to hold off with access legislation to allow more consultation Jim Sutton made the point that the issue was about 'securing public access to public waterways'. In the case of Poronui, the nub of the issue is whether the Taharua River is a public waterway, i.e. Crown Riverbed, or not. Fish and Game assert that the river is navigable and therefore public access should apply, but there isn't a strong basis for this assertion despite the tone of the article. The owners have information to show that the title of the riverbed is privately owned and also assert that it is not navigable. Fish and Game have a statement from one of their members that they have navigated the river, but it is not clear whether that refers to the Mohaka or the Taharua. Jonty's legal advice is that 9(2)(h)

There doesn't appear to be a precedent of this, which seems surprising. I think this is a case where the issue is largely litical, around the broader access issue. Poronui is not a great case study because the fundamental disagreement above, and the fact that the Crown may well fail if it tried to assert a right of public access. All we can do as DOC officials is present the facts as we have done in the two Ministerials. If the Minister was of a mind to take this further then I guess the Crown could make a test case of the navigability issue, but this is not a current priority for the Conservancy, as it would be costly and risky. sean

----Original Message----

From: Grant, Murray HEAD OFFICE

Sent: Wednesday, 29 June 2005 4:17 p.m.

To: Goddard, Sean

Subject: FW: URGENT: Article from Fish & Game New Zealand magazine - "why are we

waiting"

FYI

----Original Message----

From: Grant, Murray HEAD OFFICE

ent: Wednesday, 29 June 2005 4:03 p.m.

o: Rodley, Gavin PARLIAMENT

ubject: FW: URGENT: Article from Fish & Game New Zealand magazine - "why are we

waiting"

Gavin - just to keep you posted. An additional thought emerging from a chat with Sean Goddard. Although the article challenges MoC to respond, MoC doesn't necessarily have to buy in to that. There might be grounds for his staying out of it and letting F&G (Lawrie) do an article in response, given his apparent reaction to the offending article. Minister's remarks could be limited to "I receive advice from F&G and have been in communication with them on this issue. I have asked Sandy to clarify matters raised in the article.

----Original Message----

From: Grant, Murray HEAD OFFICE

Sent: Wednesday, 29 June 2005 3:26 p.m.

To: Warren, Paula HEAD OFFICE; Jacobson, Christine HEAD OFFICE

Subject: URGENT: Article from Fish & Game New Zealand magazine - "why are we waiting"

As both of you are involved in the Poronui access/fishing situation directly or indirectly please urgently provide any text that will assist the Minister's office in responding to the magazine article (see email at bottom of this sequence); and provide any advice on the nature of the responding article (brief/political etc). The Minister's office is expecting DoC's input in the next day or two - Paul Green's

summary is below.

----Original Message----

From: Gembitsky, Martin HEAD OFFICE Sent: Wednesday, 29 June 2005 3:05 p.m.

To: Grant, Murray HEAD OFFICE

Subject: RE: URGENT: Article from Fish & Game New Zealand magazine - "why are we

waiting"

Hi Murray, yes, I think their comments will enable a better composite advice stream for Nick Mailing to use.

Martin

----Original Message----

From: Grant, Murray HEAD OFFICE

Sent: Wednesday, 29 June 2005 2:02 p.m.

To: Gembitsky, Martin HEAD OFFICE

Subject: FW: URGENT: Article from Fish & Game New Zealand magazine - "why are we

waiting"

rtin - do you think we need to involve Paula/Christine?

----Original Message----

From: Brebner, Kathleen On Behalf Of Green, Paul

Sent: Wednesday, 29 June 2005 1:59 p.m.

To: Grant, Murray HEAD OFFICE

Cc: Goddard, Sean

Subject: RE: URGENT: Article from Fish & Game New Zealand magazine - "why are we

waiting"

In haste as I am at meetings for the remainder of today and Sean is out of the office.

The Minister wrote to s9(2)(a) (Ministerial 05-A-230) on 7 April and highlighted a number of issues.

Poronui Station have a report that indicates the Taharua Riverbed is included in the title for the property. The Taharua River is unlikely to be navigable in a practical sense. Only a court could determine this. The owners do allow angling access to the Mohaka River along the poled route.

The Minister also noted that it 'may be an option to negotiate further access brrangements for the Taharua River under the governments access review. However, at the present time, and taking into account the information in front of me, I do not see any benefit in attempting to impose on Poronui Station a public right of access to the Taharua'.

Summary

- 1. The public has no automatic public access rights to the Taharua River for angling. To access the river it is required to cross private property. Poronui have provided poled public access to the Mohaka River and will consider other requests for access on a case by case basis.
- 2. Poronui have a policy that their clients do not take fish. This is in contrast to the Fish and Game regulations that permit the taking of one fish.

It appears that the clients are very happy not to take fish.

Although there is a tension between regulation and the landowners policy it would appear a landowner could impose additional conditions on customers that do not contravene a law?

3. The negotiation of access the Taharua Stream over private land on Poronui Station is an issue to be considered as part of the access review. The degree of public concern at the implications of access over private land has led to the Government need

for further consultation and consideration of mechanisms to achieve it. It was not possible to achieve any changes of public access prior to the new angling season.

Paul

----Original Message----

From: Grant, Murray HEAD OFFICE

Sent: Wednesday, 29 June 2005 8:52 a.m.

To: Green, Paul

Cc: Goddard, Sean; Gembitsky, Martin HEAD OFFICE

Subject: URGENT: Article from Fish & Game New Zealand magazine - "why are we waiting"

Please provide urgent comment on the statements in the attached article re Poronui.

----Original Message----

From: Gavin Rodley [mailto:Gavin.Rodley@parliament.govt.nz]

Sent: Tuesday, 28 June 2005 5:37 p.m.

To: mgrant@doc.govt.nz

Subject: Article from Fish & Game New Zealand magazine - "why are we waiting"

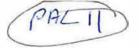
Hi Murray s9(2)(a) Editor of the Fish & Game New The Minister of Conservation was invited by aland magazine to respond to the attached article by Dave Witherow that appeared in sue 48 of the Fish & Game New Zealand magazine. I recall referring it to MSU and aggesting the article be checked by DOC (i.e., DOC - Turangi) for accuracy with respect to the Poronui Station situation - there appears to be record of it on the tracking system. This feedback to the Minister to form the basis of a reply involving Nick Maling's input. The matter has become rather urgent so it would be appreciated if you could get a response to this office as soon as possible. Thanks. Cheers, Gaving (2)(a) Rodley Private Secretary (Conservation) Office of Hon Chris Carter Direct dial:

Facsimile: (04) 472 8034

Released under the (See attached file: Article from Fish & Game NZ.pdf)

Ρ

Item 22



Brebner, Kathleen

From: Logan, Hugh HEAD OFFICE

Sent: Tuesday, 2 May 2006 10:39 a.m.

To: Green, Paul
Subject: RE: Poronui sale

THanks. Avoid any commitments by the Department though. Ministers will want to know the key facts about the property but wont want any commitments. Also, be careful what people put on e mails or reports as these may be requested in this case.

See you soon. Cheers.

Hugh

----Original Message-----

From: Brebner, Kathleen On Behalf Of Green, Paul

Sent: Tuesday, 2 May 2006 10:37 a.m.

To: Logan, Hugh HEAD OFFICE

Cc: Goodwin, Graeme HEAD OFFICE; McKenzie, Allan HEAD OFFICE; Warren, Paula HEAD OFFICE;

Morton, John HEAD OFFICE; Browne, Barbara Northern Regional Office; Lumley, Dave

Subject: RE: Poronui sale

On Monday Dave Lumley and I met with \$9(2)(a) and the purchasers. The meeting had been requested by \$9(2)(a) who stated they would be discussing the sale with the Minister but was aware that the Department would be seeking advice from the Conservancy.

The Minister requested I discuss access issues etc in December 04 and we have been involved in ongoing discussions.

Our discussion yesterday was focused on a

- 1. Legitimising (by registration) an agreed public access to the Mohaka River.
- 2. Legitimising management access for a number of purposes ie road access to the Mohaka, flying coal to adjacent Kaimanawa Forest Park huts from Poronui.
- 3. Covenanting an area of Beech Forest.
- 4. Discussing access for anglers to the Taharua River.
- 5. The possibility of mountain bike access to the Mohaka and another route ex the Kaimanawas.

The meeting was positive and useful. The Minister has asked me recently via a Ministerial reply to Fish and Game to broker angling access discussions with Fish and Game and it was agreed at this meeting that contact 59(2)(a) - Eastern Fish and Game to arrange a three way meeting.

The owners are prepared to see if there is an alternative solution as against uncontrolled public access. Note it is clearly not possible to access fishing water without alleviating from the stream and crossing private land.

The owners have contracted LINZ to provide a ruling on the ownership of the Riverbed).

Poronui Station has a strong environmental management ethic and I believe angling access is the only difficult issue to resolve. A negotiated 'win-win' seems possible but it will not be the unrestricted access as desired by 59(2)(a) - New Zealand Fish and Game.

Paul

----Original Message-----

From: McKenzie, Allan HEAD OFFICE Sent: Monday, 1 May 2006 2:41 p.m.

To: Logan, Hugh HEAD OFFICE; Warren, Paula HEAD OFFICE; Green, Paul

Cc: Goodwin, Graeme HEAD OFFICE; Morton, John HEAD OFFICE

Subject: RE: Poronui sale

s9(2)(a) of Bell Gully[also chair of Little Barrier friends.He knows The solicitor handling this is Paula will deal with the river question. Any land based suff would come to me ex OIO. We will await the request.

----Original Message----

From: Logan, Hugh HEAD OFFICE Sent: Monday, 1 May 2006 2:34 p.m.

To: McKenzie, Allan HEAD OFFICE; Warren, Paula HEAD OFFICE; Green, Paul

Cc: Goodwin, Graeme HEAD OFFICE

Subject: FW: Poronui sale

This could prove tricky. We need to sort out an iterim internal system.Paula ans Allen.Can you give me advice on what this interim system should be? Thanks

----Original Message----

@fishandgame.org.nz] s9(2)(a) From:

Sent: Monday, 1 May 2006 12:58 p.m.

To: Hugh Logan Subject: Poronui sale

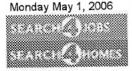
I will send you the relevant section of the OI Act that should now apply to this proposed sale.

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Limited public access to Poronui Station is likely to continue, but to sample the delights of the lodge you will need to fork out up to \$1050 a day.

US giant reels in Poronui Station

27 04 06 By Stuart Dye

The country's most exclusive hunting and fishing lodge and one of the world's top properties - has been sold for a price thought to be about \$35 million.

The 7000ha Poronui Station near Lake Taupo originally had an asking price of \$62 million in September 2004.

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Category

 Residential property Location

Taupo

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It has been bought for a little more than half that by US company Gulf States Paper Corporation, although the deal is subject to Overseas Investment Office approval.

The lodge has been owned by American banker and avid fisherman Mark Blake and his family since 1998, and was listed by US magazine Forbes as one of the top 20 international properties for sale.

But the price was dropped in September last year when there were no signs of a sale.

Andrew Johnson, business manager for Blake Family Holdings, said the price drop was partly influenced by the strengthening New Zealand dollar.

However industry watchers in Auckland said the drop was because the original asking price had been "ludicrous".

The new owner is Westervelt (NZ), a subsidiary of Westervelt Realty which is part of the family-owned Gulf States Paper Corporation.

The company was founded in 1884 and has grown into one of the largest privately held forest products companies in the United States.

It controls about 180,000ha of woodlands in Mississippi and Alabama.

Poronui Station will join the Westervelt Sporting Lodge Network, which owns lodges and operations in the US, Canada and Argentina.

The new owners can enjoy several ranches and a lodge for up to 14 people.

Included are a gym, health club, billiard room and an underground cellar containing 10,000 bottles of wine.

There is also an Olympic-standard clay target shooting range, world-class fly fishing, a private residence, a network of roads and tracks, and a private airstrip. The fishing waters include a spring creek and the Mohaka River, which wraps itself around one boundary.

A spokesman for the company said the purchase would create jobs and increase the number of high value visitors to New Zealand.

Poronui Station was a good fit with the existing business, in terms of recreation, forestry, and hunting.

He said the company was committed to the environment and would further enhance the conservation efforts started by the Blake Family.

Access rules to the area are unlikely to change. There is a "poled route" and car park for the public with no charge.

However, there is no "right to roam" for fishing, special permission is needed to raft the Mohaka River and camping is not allowed.

To stay at Poronui costs up to \$1050 a day.

Mr Johnson said the sale was a good outcome for New Zealand.

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"It's a fantastic buyer in terms of overseas experience and worldwide operation of hunting lodges," he said.

And while the San Francisco-based Blake family was "very happy" with the sale, it would not be the end of the love

"The Blake family looks forward to returning as guests of the new owners," Mr Johnson said.

The family is maintaining its interests in New Zealand with the Blake family vineyard in Hawkes Bay. Westervelt will lodge a formal application for approval with the Overseas Investment Office.

What you get

Your \$35 million will buy you:

- * 7000ha, including 2400ha of beech forest.
- * Working beef, cattle and deer ranch.
- * Exclusive hunting and fishing lodge for up to 14 people with a gym, health club, billiard room and a 10,000-bottle wine cellar.
- * Olympic standard level clay-target shooting range.
- * Access to 40km of world-class fly fishing on two rivers.
- * Five-bedroom, five-bathroom, five-garage private residence with two entertainment areas, library and cigar
- 160km of private roads and tracks.
- * Private airstrip.

Author

- More by Stuart Dye
- · Email Stuart Dye

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Brebner, Kathleen

From:

Sent:

Wednesday, 16 August 2006 6:29 p.m.

To: Cc: Paul Green

Subject:

Emailing: 0608 Draft Mou with DOC Binder



3608 Mou with DOC Binder.pdf (...

Dear Paul,

Please find attached Draft MoU for the Department.

I look forward to your comments and suggestions.

am available at any time to discuss, the best number to contact me on is s9(2)(a)

My preference is to keep the distribution of this document limited as we have not briefed the Minister as yet.

As discussed this is going in 'draft' to Alan McKenzie in Wellington.

Many Thanks

s9(2)(a)

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Memorandum of Understanding

relating to

The future working relationship between the parties

Westervelt Sporting Lodges (NZ) Limited

and

The Department of Conservation

Date

] 2006

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	2.	Definitions2
	3.	Conservation Covenants2
	4.	Access3
	5.	Other Terms3
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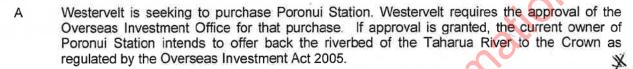
between

(1) Westervelt Sporting Lodges (NZ) Limited (Westervelt)

and

(2) The Department of Conservation

1. Introduction



B This agreement arises from the previous discussions between the current owners of Poronul Station and the Department of Conservation relating to public walking and angling access.

C Poronui Station currently undertakes activities in three distinct market categories:

- (i) Farming, being the owner of 187.5 ha leased to the neighbouring dairy farmer;
- Forestry, being the owner of a plantation of Eucalypt and the grantor of a Forestry Right over Pinus Radiata and certain other species at Poronui Station; and
- (iii) Tourism, being the owner and/or manager of an upmarket lodge and accommodation including related guest facilities, providing a range of activities such as fishing, hunting and gaming.
- D Westervelt intends to enter into an easement agreement with the Department of Conservation that allows dedicated identified public walking access to the River and the adjoining Kaimanawa Forest Park, by way of a poled route. Westervelt will allow additional public walking and angling access in accordance with Poronui Station's public access policy.
- E The Taharua River runs through Poronui Station and is a tributary of the Mohaka River, which forms Poronui Station's southern boundary. The current owner of Poronui Station intends to offerback the riverbed of the Taharua River to the Crown, for nil consideration, pursuant to the OIA.
- The Department of Conservation has identified the existences of indigenous Beech Forest (the **Beech Forest**) and small-scaled skinks on Poronui Station (the **Skinks**). Westervelt acknowledges that Poronui Station should be managed so as to preserve its natural environment and in particular to ensure, as far as possible, the survival of the Beech Forest and the Skinks respectively.
- G Westervelt has consulted with Fish & Game (Eastern) New Zealand and intends to provide additional access to the River from Poronui Station for angling purposes.
- H This Agreement is intended to establish a level of trust and confidence between the parties as a basis for an ongoing productive working relationship between Westervelt and the Department of Conservation, as well as providing an appropriate means of protection of the Skinks and the Beech Forest through the entering of conservation covenants.

s^A

Definitions

- (a) **Beech Forest [insert scientific name]** means the [] hectares of beech forest indicated on the Map attached as **Annexure H.**
- (b) Department of Conservation means the Tongariro Taupo Conservation Board, located at Turanga Place, Turangi.
- Skinks [insert scientific name] means the small population of small-scaled skinks on the 0.3 hectare site indicated on the Map attached as [].
 - (d) **Poronui Station** means the land currently owned by Poronui Station Limited and Poronui Ranch Limited and legally described as follows:
 - (i) Lot 2 DPS 92043 and Lots 1-11 DPS 90725 and Sections 1-10 SO Plan 59342 and described in Certificate of Title SA72C/660;
 - (ii) Lot 1 and Lot 3 DPS 37101 and described in Certificate of Title SA33D/399;
 - (iii) Part Lot 1 and Lot 2 DPS 37097 and described in Certificate of Title SA51D/718; and
 - (iv) Lot 3 DPS 76728 and described in Certificate of Title SA61A/148.
 - (e) River means that part of the Mohaka and Taharua River as indicated on the Map attached as Annexure A.
 - (f) **Encumbrance** means an encumbrance in favour of Carter Holt Harvey Limited over the Beech Forest attached as **Annexure G**.
 - (g) OIA means the Overseas Investment Act 2005 and its regulations.

It is agreed

3. Conservation Covenants

- 3.1 The Parties agree to work together to locate and define the area(s) where the Skinks currently reside, and in particular:
 - The Department of Conservation will at its expense survey the area and produce a plan of that area.
 - (b) Westervelt agrees to execute a conservation covenant with the Department of Conservation for protection of the skinks in substantially in the same form as that proposed for the protection of the Beech Forest [attached as **Appendix F**] as soon as reasonably possible after completion of the survey plan.
- The Beech Forest is presently protected by virtue of an encumbrance in favour of Carter Holt Harvey Limited, attached as **Appendix G**. The Department of Conservation has indicated that it would like to have a conservation covenant registered in its favour in relation to the Beech Forest, with some additional protection mechanisms.

K

- 3.3 The Parties agree to work together to obtain consent from Carter Holt Harvey Limited to release the Encumbrance over the Beech Forest. The Encumbrance in favour of Carter Holt Harvey Limited includes a release clause in the event of similar or further protection being granted.
- 3.4 If Carter Holt Harvey Limited consents to release the Encumbrance, the Department of Conservation will at its expense survey the area and produce a survey plan of the Beech Forest.
- Westervelt agrees to execute a conservation covenant with the Department of Conservation for protection of the Beech forest substantially in the form of the document attached in **Appendix F** as soon as reasonably possible after completion of the survey plan.

4. Access

- 4.1 The parties acknowledge that Westervelt will enter into an easement agreement with the Crown that allows dedicated identified public walking access through the property, contiguous to the paper road. A Map indicating the poled routed, the Agreement to Grant an Easement for Walkway purposes is attached as **Annexure B**.
- 4.2 Westervelt has also sought to agree with Fish & Game (Eastern) New Zealand to provide additional easy access to the river for angling purposes. A draft Heads of Agreement is attached as **Annexure C.**
- 4.3 The current owners of Poronui Station have sent both a Notice of Intention to Offer Back Riverbed and an Agreement to Offer to the Minister of Conservation in relation to the Taharua River in accordance with Regulations 13 and 14 of the Overseas Investment Regulations. A copy of those Notices is attached as **Annexure D.**
- 4.4 The parties agree and acknowledge that additional public walking and angling access to Poronui Station is subject to compliance with the Public Access Policy as amended from time to time, the most recent version is attached as **Annexure E**.
- 4.5 The parties agree and acknowledge that changes to access policies may occur and the onus lies on a party seeking to access Poronui Station to obtain a copy of the latest access policy.

5. Other Terms

- 5.1 In consideration for the terms of this Agreement the Department of Conservation acknowledges the consultation undertaken to date with both the existing owner of Poronui Station and Westervelt, and records its support for Westervelt's proposed application for OIA consent.
- 5.2 This agreement is conditional upon Westervelt obtaining OIA consent for the purchase of Poronui Station.
- 5.3 Should it be necessary at any time for either party to change this Agreement, both parties shall in good faith negotiate the requested changes in a timely manner. Variations, waivers or modifications of this Agreement shall only be valid if in writing and signed by or on behalf of both parties.

0608 MoU with DOC (final)

5.4 The parties agree to do all things as may be necessary to obtain the consent of any necessary party and do all such other things as may be necessary to give effect to the terms, conditions and intent of this Agreement.

This Agreement was executed on	2006		0,
SIGNED on behalf of Westervelt Sporting Lodges (NZ) Limited by		Silc)`
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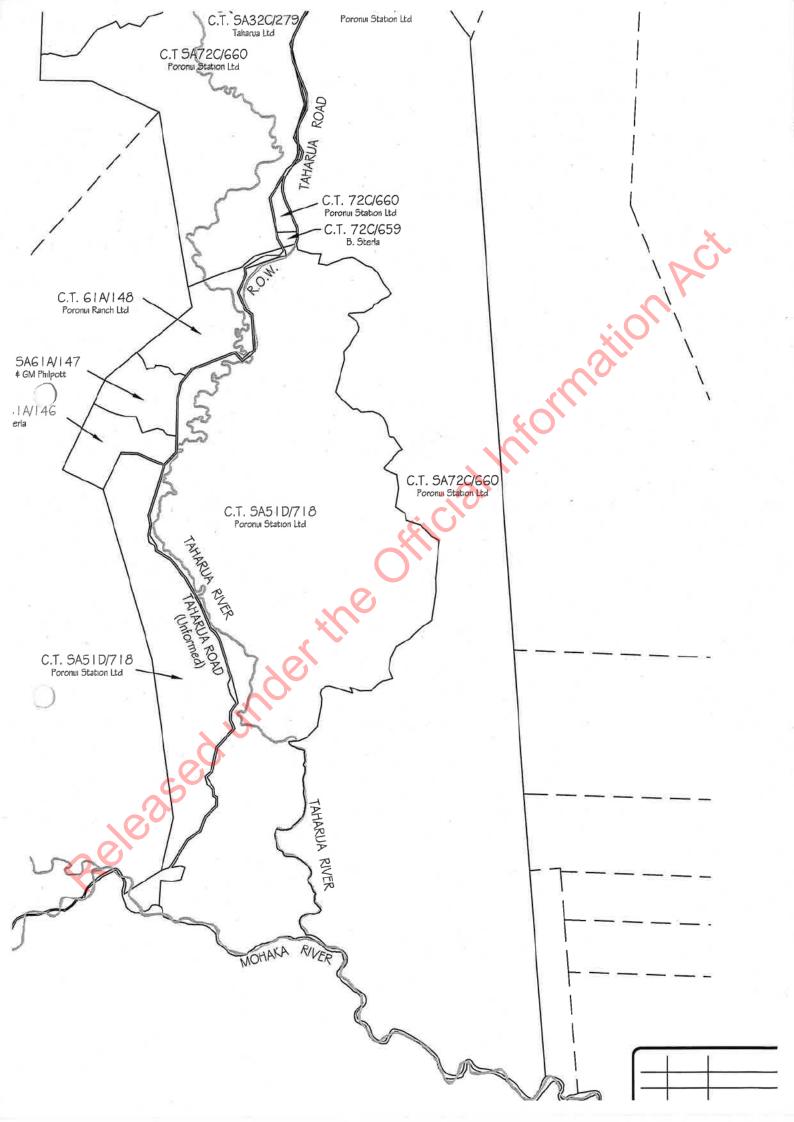
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SIGNED on behalf of Department of Conservation by

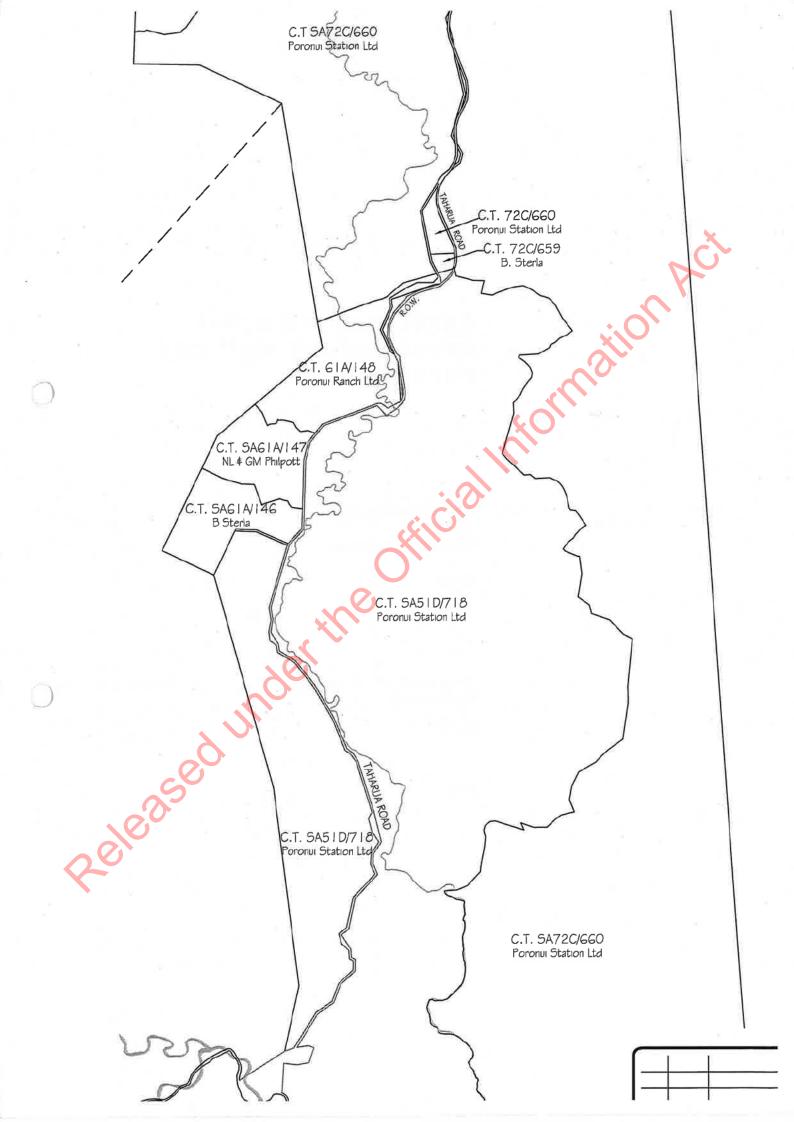
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Witness to Signature	
Print Name	
Occupation	

Released under the Official Information Act.

Released under the Official Information Act



Released under the Official Information Act.



Agreement to grant easement for walkway purposes

Poronui Station Limited

Poronui Ranch Limited

Owner

and

Her Majesty the Queen acting through the Director General of Conservation

Crown

Date

Releasedill



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	3. Condition	C
	Schedule 1: The Land	
	Schedule 2: Easement Instrument	0
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(1) Poronui Station Limited and Poronui Ranch Limited (Owner)

and

(2) Her Majesty the Queen acting through the Director General of Conservation (Crown)

1. Introduction

- A. The Owner is the owner of the land (the **Land**) described in Schedule 1.
- The Tongariro Taupo Conservation Board (the **Board**) after consultation with the Owner, considers that part of the Land should be made available for use by the public as a walkway for the purposes of the New Zealand Walkways Act 1990 (the **Act**).
 - C. The Board under section 8(1) of the Act has requested the Director General of Conservation to acquire an easement over the Land for walkway purposes.
- The Owner has agreed to grant an easement for an initial term of ten years on the terms set out in this Agreement.

It is agreed

2. Operative Parts

- 2.1 In consideration of the sum of ten cents paid to the Owner by the Crown the parties agree to the following:
 - (a) The Owner agrees to transfer and grant to the Crown a right of way easement (the **Easement**) over that part of the Land (the **Easement Area**) as is coloured red on the plan contained in Schedule 2 on the terms and conditions set out in the Easement Instrument (the **Instrument**) attached to this Agreement.
 - y (b) Following the signing of this Agreement the Crown will, forthwith at its expense, carry out a survey of the Easement Area.
 - (c) Following the completion of the survey the Crown will, forthwith at its expense, prepare and forward to the Owner an Easement Instrument on the terms set out in the Instrument with the addition of the appropriate survey information. The Owner agrees to sign this Easement Instrument and agrees to obtain from any mortgagee of the Land all necessary consents.
 - (d) The Crown is to register the Easement Instrument against the certificate of title (or computer freehold register) to the Land.
 - (e) The parties agree to do all things as may be necessary to obtain the consent of any necessary party and to do all such other things as may be necessary to give effect to the terms, conditions and intent of this Agreement.

(f) Notwithstanding any other provision of this Agreement, the parties agree that it is the intention of the parties to not register the Easement initially. At any time during the term of this Easement, however, either party can (without having to provide any reason) instigate the registration process for the Easement envisaged by this Agreement on one month's written notice to the other (the Notice). As soon as practicable after the Notice is received by both parties, the Crown will initiate the survey and registration process set out in this Agreement and use its best endeavours to complete the same as soon as practicable.

Condition

The Owner shall apply for such consent as soon as reasonably possible and use its best endeavours to obtain it at the Owner's expense. The Crown shall do all things reasonably required by the Owner to assist the Owner's application.

This condition is inserted for the sole benefit of the Purchaser.

Execution

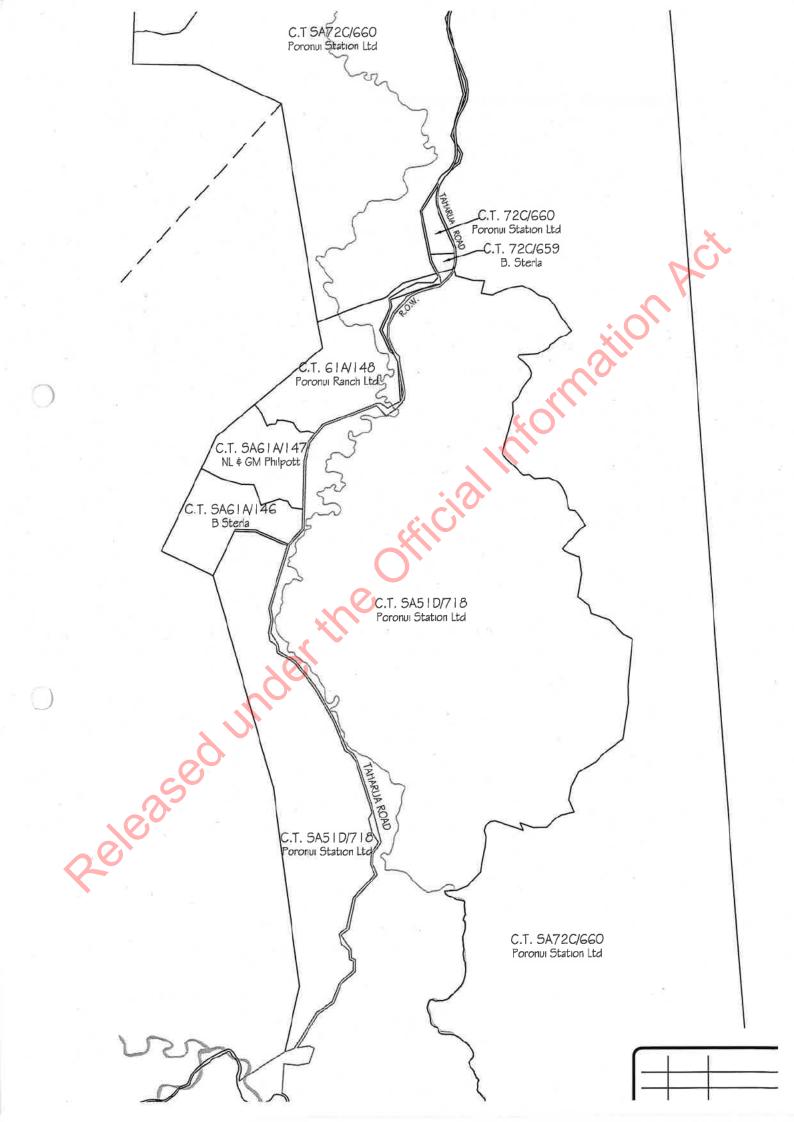
Executed as an agreement.

SIGNED by Poronui Station Limited in the presence of ;	}
Witness Signature	?0:
Print Name	
Witness Occupation	
Place of residence	
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SIGNED by Poronui Ranch Limited in the presence of :	
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Witness Signature	
Print Name	a.
Witness Occupation	
Place of residence	
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SIGNED	on	behalf	of	Her	Majesty	the
Queen by	<i>/</i> :)

Witness Signature

Certificate of Title Identifier	Proprietor	Legal Description	Area (hectar
SA72C/660	Poronui Station Ltd	Lot 2 DPS 92043 and Lots 1-11 DPS 90725 and Sections 1-10 SO Plan 59342	3808.8861
SA33D/399	Poronui Station Ltd	Lot 1 and Lot 3 DPS 37101	279.3280
SA51D/718	Poronui Station Ltd	Part Lot 1 and Lot 2 DPS 37097	2240.2200
SA61A/148	Poronui Ranch Ltd	Lot 3 DPS 76728	121.0000
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Redeased under the Official Information Act.

Approved by Registrar

. 2002/6055

Easement instrument to grant easement or profit a prendre, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration distri

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

PORONUI STATION LIMITED and PORONUI RANCH	LIMITED
---	---------

Grantee

Surname(s) must be underlined or in CAPITALS.

HER MAJESTY THE QUEEN acting through the Director General of Conservation

Grant* of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) 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, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of

Attestation Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address Signature [common seal] of Grantor

Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address Signature [common seal] of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

٠,	Genera	
1187	Approval	1
Rei	02/6055EF	
	ADLS.	

Schedule A		(Continue in additional A	Annexure Schedule if required
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Walkway		SA72C/660 SA33D/399 SA51D/718 SA61A/148	In gross
prescribed by the Land Tra	ditions) below, the rights and powersfer Regulations 2002 and	number as required. Continue in additional required. required. vers implied in specific classifier the Ninth Schedule of the	sses of easement are those ne Property Law Act 1952.
-[Memorandum number	ers are [varied] [negatived], registe		he Land Transfer Act 1952].
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Covenant provisions Delete phrases in [] and insectional Annexe	ert memorandum number a ure Schedule if required.	s required.	
	the specified covenants are	those set out in:	
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The provisions applying to [Memorandum number		red under section 155A of t	he Land Transfer Act 1952]
		red under section 155A of t	he Land Transfer Act 1952]

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument "Mortgage", "Transfer", "Lease" etc

1.

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Easement	Dated	Page	2	of	4	Pages

(Continue in additional Annexure Schedule, if required.)

Variations to Fourth Schedule of Land Transfer Regulations 2002

The Fourth Schedule of the Land Transfer Regulations 2002 are varied as follows:

(a) Clause 6(2) is deleted and replaced with the following:

"The right for the public to go over and along the easement facility includes the right to go over and along the easement facility by foot only. Access by the public by vehicle, machinery, implement, bicycle, motorbike, motorised vehicle of any kind or domestic and/or farm animals is strictly prohibited provided however that the grantor shall be entitled to move farm animals over and along the easement facility."

(b) Clause 6(3) is deleted and replaced with the following:

"A right of way includes:

- (a) The right to have the easement facility kept clear at all times of obstructions to the use and enjoyment of the right of way except in the circumstances described in this instrument. The right of way shall be over the area marked [] on DP [] and described at the date of this instrument as the "Poled Access Route".
- (b) The right for the grantee to improve the stipulated area by including track markers and stiles but without at any time causing damage to the servient land or interfering with the granter's management of the servient land
- (c) The right for the grantee, with the prior written consent of the grantor (not to be unreasonably withheld or delayed) to erect and display such notices on the stipulated area or on the servient land as may be reasonably necessary to protect the safety of the public and to protect the grantor and the grantor's interests. The grantor, as a condition of its consent shall be entitled to impose restrictions on the wording and location of such signs.
- (d) There is expressly no right to alter the state of the land over which the easement is granted in any way from the state of the land existing at the date of this instrument."
- (c) Clause 10(1)(b) is deleted.
- (d) Clause 11(1) (3) inclusive are deleted and replaced with the following:

"The grantor shall be responsible to arrange the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance. The grantor will ensure that all work is

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

/	gr.Genera
Sign	Approval 02/5032EF
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		(iv)	wilfully dama	ge or remove	any crop	pasture tree or	plant (o	ther th	an a pl	ant that is	
			growing on or	adjacent to	the rights	of way;					
		(v)	lay any poison	or set any s	nare or tra	ip on or adjacei	nt to the	rights	of way	;	
		(vi)									
		C		or other ame	nity on or	adjacent to the	right of	way c	or entra	nce to the	
			rights of way;								
		():::		141	٠ 1						
	0	(vii)		ere with or d	isturb any	livestock being	g pasture	ea on o	or adjac	cent to the	
			rights of way;								
		(viii)	wilfully enden	ger dieturb o	r annov o	ny user of the r	ighta of	11/0-7			
		(1111)	willally elidal	ger distuit (п анноу а	my user of the I	igms of	way,	years from and/or varied to the easement any part thereof that are for the rights of t		
		(ix)	unless nermitte	ed by the Gr	antor taba	or have in thei	r charge	on the	n years from and/or varied on to the easement or any part thereof that are for the softh than a plant that way are situated) at soft way; the fence gate bridge y or entrance to the or adjacent to the soft of the contrance to th		
		(LA)	ameno Permitt	ou by the Off	mitor take	or have in their	r charge	OH IH	rifitt (or way	

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument "Mortgage", "Transfer", "Lea	nsen type of instrument "Mortgage", "Transfer", "Lease" etc			ADLS:				
Easement	Dated		Page	4	of	4	Pages	

(Continue in additional Annexure Schedule, if required.)

- (x) prevent or interfere with the Grantor's normal farming activities.
- (c) Any persons bearing firearms near the stipulated area must remove all bolts from any firearms;
- (d) The grantee shall not be entitled to assign the benefit of this easement to any other party without the prior written consent of the grantor in its sole discretion.

4. Variation or surrender of easement

The parties acknowledge that the paper road contiguous to the stipulated course and shown as [] on DP [] (the **Road**) is administered by the Taupo District Council. The parties agree that if, at any time during the term of this instrument, the Taupo District Council (or any relevant authority acting in its place) closes the Road and such Road is offered—back to the grantor in accordance with the Local Government Act 2004 (or any Act in substitution of that Act) and the grantor receives the title for the land currently forming the Road then the grantor shall, if possible, vary the stipulated course under this instrument to include the land currently forming the Road and delete the reference to a limited term under this instrument to the end and intent that the easement granted under this instrument shall subsist forever unless duly surrendered.

Ry

If, at the time the grantor obtains title to the Road and it is not possible to simply vary this instrument to incorporate the new area of the Road, then the parties agree that this instrument shall be surrendered and a new easement of the Road granted on the same terms and conditions (unless otherwise agreed between the parties) except that:

- (a) the new easement shall not be for a limited term but shall subsist forever unless duly surrendered; and
- (b) the stipulated course shall be amended to incorporate the Road.

Each party shall sign any documentation and obtain any approvals necessary to carry out the intention of this clause.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Released under the Official Information Act R

Heads of Agreement

relating to

The future working relationship between the parties

Westervelt Sporting Lodges (NZ) Limited and

Fish & Game (Eastern) New Zealand

Released under Date] 2006



1.	Introduction	
2.	Definitions	
3.	Access	
4.	Limited Liability	
5.	Changes to this Agreement	
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2. Definitions

- (a) Fish & Game (Eastern) New Zealand means the Fish and Game Council responsible for the Taupo region as defined by the Minister of Conservation pursuant to section 26A(1)(c) of the Conservation Act 1987.
- (b) **Poronui Station** means the land currently owned by Poronui Station Limited and Poronui Ranch Limited and legally described as follows:
 - (i) Lot 2 DPS 92043 and Lots 1-11 DPS 90725 and Sections 1-10 SO Plan 59342 and described in Certificate of Title SA72C/660;
 - (ii) Lot 1 and Lot 3 DPS 37101 and described in Certificate of Title SA33D/399;
 - (iii) Part Lot 1 and Lot 2 DPS 37097 and described in Certificate of Title SA51D/718; and
 - (iv) Lot 3 DPS 76728 and described in Certificate of Title SA61A/148.
- (c) Public Access Policy means the document titled "Frequently Asked Questions on Access to Poronui", last updated on August 4 2006.
- (d) River means that part of the Mohaka and Taharua River as indicated on the Map attached as Annexure A.

It is agreed

Access

- 3.1 The parties agree and acknowledge that Poronui Station will allow dedicated and identified access to the River of an approximate distance of 1.9km marked in green (the **dedicated identified access**) and contiguous to the poled route. A Map indicating the dedicated and identified access in green and the poled route in red is attached as **Annexure B**.
- The Parties agree that the dedicated identified access referred to in 3.1 above is for a trial period of two years from the date of execution of this agreement. At the end of that period the parties will review the operation of the access, in particular whether any difficulties arise such as any increases in nuisance activity, trespass, poaching, litter, or wilful damage. Westervelt reserves the right to prohibit or restrict access by imposing any additional conditions reasonably required to address any difficulties identified at the time of the review or subsequently.
- The parties agree and acknowledge that outside of the area identified in green and referred to in 3.1 above, members of the public must seek permission to further access Poronui Station and any such access is subject to compliance with the Public Access Policy as amended from time to time, the most recent version is attached as **Annexure C**.
- 3.4 The parties agree and acknowledge that changes to access policies may occur and the onus lies on a party seeking to access Poronui Station to obtain a copy of the latest access policy.
- 3.5 Westervelt will use all reasonable endeavours to seek that any future purchasers of Poronui Station seek to enter an agreement on similar or identical terms with Fish & Game.

DRA

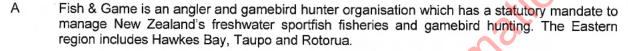
between

(1) Westervelt Sporting Lodges (NZ) Limited (Westervelt)

and

(2) Fish & Game (Eastern) New Zealand (Fish & Game)

1. Introduction



- Westervelt are seeking to purchase Poronui Station. Westervelt requires the approval of the Overseas Investment Office for that purchase. This agreement is conditional on that approval being obtained. If approval is granted, the current owner of Poronui Station intends to offer back the riverbed of the Taharua River to the Crown as required by the Overseas Investment Act 2005.
- C Poronui Station has activities in three distinct market categories:
 - (i) Farming, being the owner of 187.5 ha leased to the neighbouring dairy farmer;
 - (ii) Forestry, being the owner of a plantation of Eucalypt and the grantor of a Forestry Right over Pinus Radiata and certain other species at Poronui Station; and
 - (iii) Tourism, being the owner and/or manager of an upmarket lodge and accommodation including related guest facilities, providing a range of activities such as fishing, hunting and gaming.
- D The Taharua River runs through Poronui Station and is a tributary of the Mohaka River, which forms Poronui Station's southern boundary.
- E The parties have agreed the terms upon which the angling public may access the river, as set out in this Agreement.
- F This Agreement addresses the longer term arrangements for access to Poronui Station on the basis of coordinated protocols and processes. This Agreement is intended to establish a level of trust and confidence between the parties as a basis for an ongoing productive working relationship between Westervelt and Fish & Game.
- Westervelt has prepared a proposed Memorandum of Understanding to be entered into with the Department of Conservation to provide for:
 - (i) public access to Poronui Station (along the poled route)
 - (ii) protection of the indigenous Beech Forest
 - (iii) small-scaled skinks located on Poronui Station.

4. Limited Liability

- 4.1 The parties agree and acknowledge that Poronui Station will not be held liable for any health and/or safety incident that arises as a result of Poronui Station's provision of public access to the River.
- 4.2 The parties agree and acknowledge that the public access the River through Poronui Station at their own risk.

Changes to this Agreement

- 5.1 Should it be necessary at any time for either party to change this Agreement, both parties shall in good faith negotiate the requested changes in a timely manner.
- 5.2 Variations, waivers or modifications of this Agreement shall only be valid if in writing and signed by or on behalf of both parties.

Execution

This Agreement was executed on

SIGNED on behalf of Westervelt
Sporting Lodges Limited by

Authorised Signatory

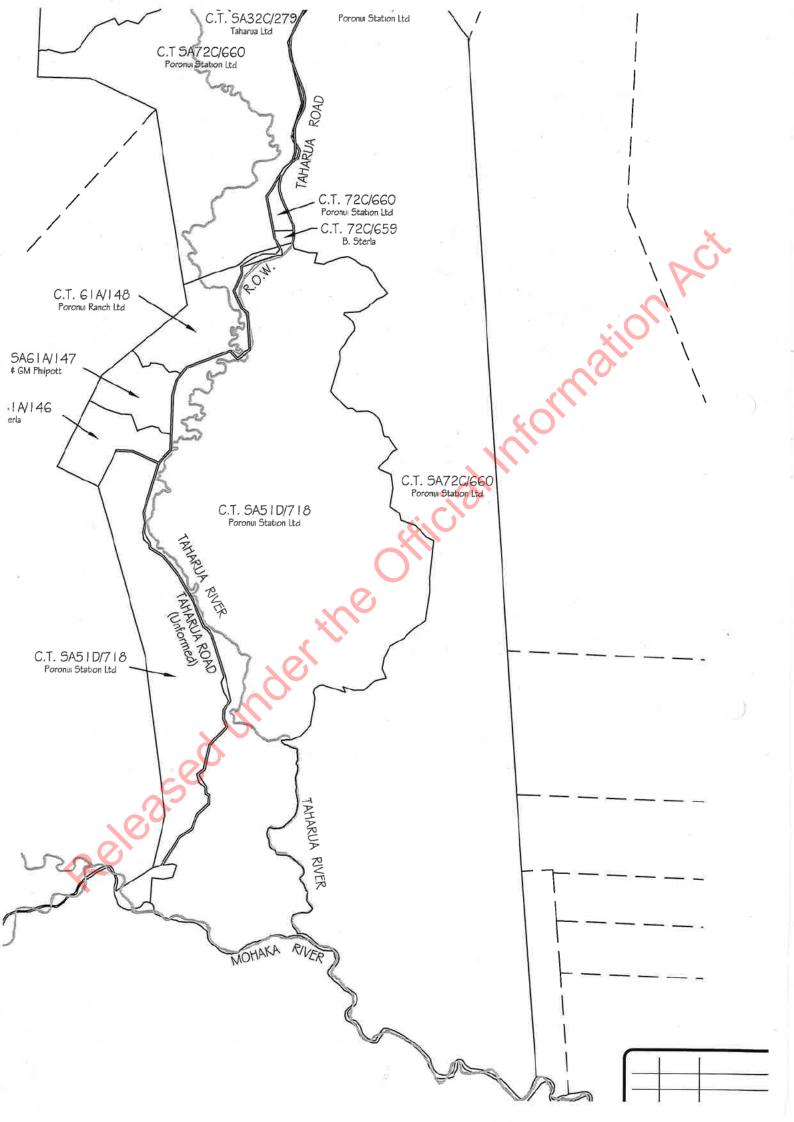
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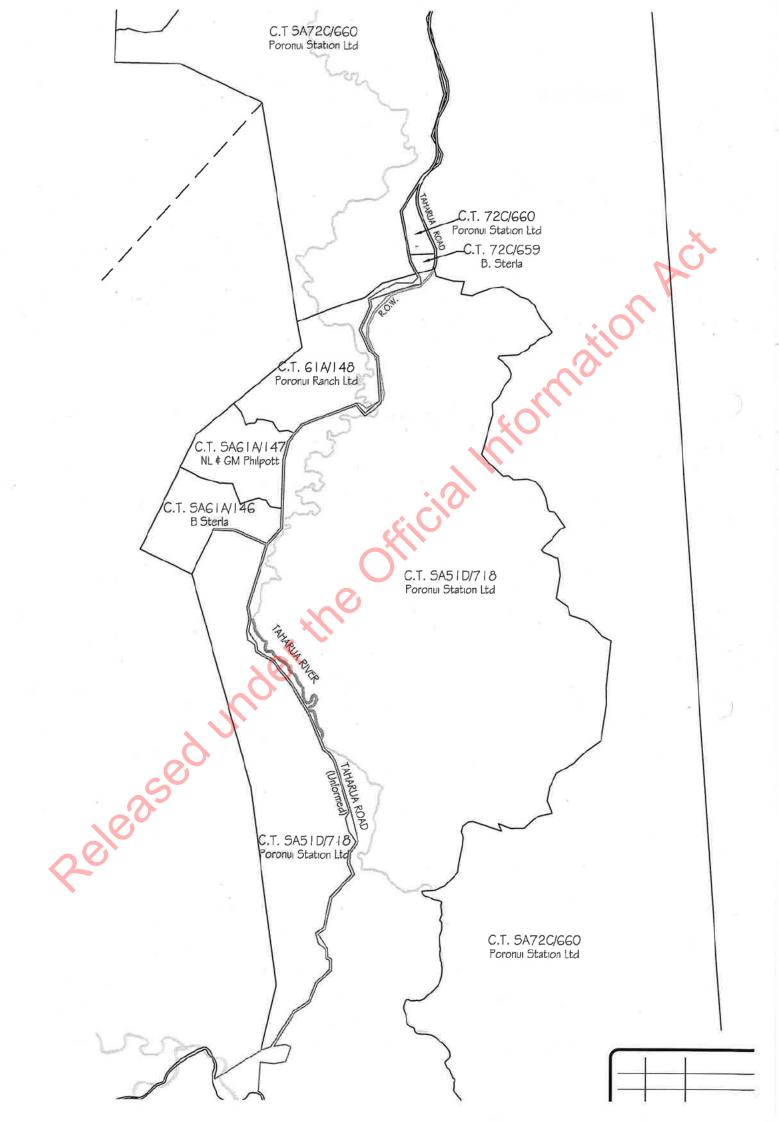
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PUBLIC ACCESS POLICY - PORONUI STATION

Poronui Station has worked independently and with the Department of Conservation to give greater access to both Poronui Station and through Poronui to the Kaimanawa Forest Park. The result of this effort has been an upgraded "Poled Route" which includes signage, marking of the walking track, a new public car park and regular track maintenance.

We also get requests for access to Poronui Station itself, for walking, hiking, rafting, and fishing. Please find below answers to our most frequently asked questions.

Q: Who To Contact ...

A: Best person to contact is \$9(2)(a), contact details are:

Direct: Mobile:

Fax:

Email:

Mail:

c/o IT Partners P.O Box 9361 Hamilton

s9(2)(a)

Preferred method of contact is via email or fax with all the details of your request and your contact details.

As much notice as possible is preferable, short notice requests are more difficult for us to respond to in a timely manner.

Q: Does Poronui charge the public for any access ...

No

Q: Access is subject to ... (further explanation)

Access onto Poronui Station, other than via the poled route, is subject to our farm and forestry operations to ensure a safe environment for everyone to enjoy; as an example it would not be safe to be in some areas whilst our Forestry Managers were spraying or harvesting.

Additionally we need to have staff and equipment available to fulfill some types of access requests.





Should any operational changes occur that may effect safety or interfere with access we will advise forthwith. Most of our work is planned in advance but as with any other stations or farms, weather conditions, leasers, contractors and commercial necessity can sometimes interfere with the best laid plans. If we have a conflict we will advise at the time, or as soon as we are made aware of it to minimize any impact it may have on your plans.

Q: Public liability and fire suppression insurance cover ...

A: Poronui Station contains three large forests, a native beach forest, a Eucalypt plantation and Pinus Radiata – covering over 12,000 acres. These forests have both a large conservation and commercial value and we need to minimize possible risks. As per established practice with other such large farms, forests and stations we highly recommend that visitors have public liability and fire suppression insurance cover. We do not sell this, but we do understand it is available from tramping and hunting clubs.

Q: What rivers are on or border Poronui.

A: The Taharua River runs through the property and is a tributary of the Mohaka River, which forms our southern boundary.

Both of these rivers also flow through various other properties and permission to access Poronui Station does not confer permission to access these other properties. Permission should be sought directly from those other properties.

Q: Can we just "fish" the property with no restriction ...

A: Due to the size and terrain of the property we do not allow a 'right to roam'.

Poronui Station covers over 16,000 acres and the sometimes difficult terrain does not allow for continuous walking along the riverbanks as many swamps, cliffs and heavy scrub exist.

What we suggest is that you identify the time, your experience and fitness and what type of experience you are looking for and based on our staff's knowledge, we can point you in the right direction. If required, we can take you nearer to the location that meets your expectations by 4 wheel drive.

Of course the poled route gives access to numerous other fishing opportunities beyond Poronui – and the only restrictions on these are those legislated by Fish and Game etc.



Q: Rafting down the Mohaka ...

A: You must gain permission from our downstream neighbors if you wish to raft from Poronui Station down the Mohaka River. The contact details are:

Helisika

07 384 2816

Air Charter

07 378 5467

Lakeland Helicopters

07 378 0085

Q: Can we camp on Poronui Station ...

A: No – we do not permit camping or lighting of any fires.

DOC huts are available in the area and we would refer you to www.doc.govt.nz

Q: Are numbers limited ...

A: The limit on numbers is dependant on the activity and the availability of staff and resources. We try to facilitate all requests and respond in a timely manner. However our remote location, the demands of our existing work and our limited staffing sometimes means we can not accommodate all requests. We appreciate your understanding during these times.

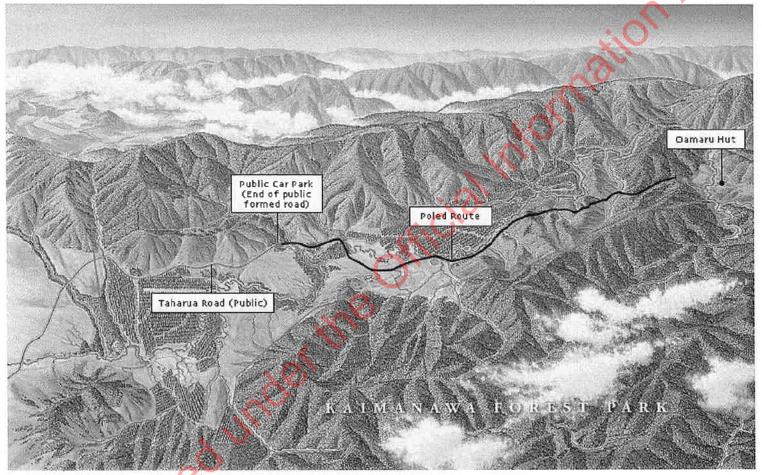
Access provided is at your own risk.

LAST UPDATED:

August 16, 2006







Release

Released under the Official Information Act. R





16 August 2006

The Minister of Conservation C/- Overseas Investment Office' Land Information New Zealand Level 11, Lambton Quay Wellington

CONFIDENTIAL

NOTICE OF INTENTION TO OFFER OF SPECIAL LAND UNDER REGULATIONS 13 & 14 OVERSEAS INVESTMENT REGULATIONS 2005

Given by: Poronui Station Limited (PSL);

Poronui Ranch Limited (PRL),

together the Owners

Notice of Intention to Offer

1.1 Parties lodging notice

Each of the Owners listed in Schedule 1 own the relevant land (**Poronui Station**) shown against its name in Schedule 1 (**Relevant Land**) which includes special land. Both PSL and PRL are privately held companies with overseas shareholders.

1.2 Background information on the parties

The Owners are considering the sale of Poronui Station which will comprise "sensitive land" for the purposes of the Overseas Investment Act 2005 (the **Act**) and the Overseas Investment Regulations 2005 (the **Regulations**). Poronui Station is being offered freehold which includes the Relevant Land.

1.3 Reason for notice

A successful purchaser under the sale process will acquire the freehold, including all of the Relevant Land, including the Special Land as defined in paragraph 1.4 below.

1.4 Notice of intended sale of special land

The special land (as defined in the Regulations) included in the Relevant Land is marked on the map in Schedule 2 (**Special Land**). In each instance the Special Land is the bed of a river.





2. Regulation 14 Requirements

2.1 Identity and location of Relevant Land and Special Land

Attached in Schedule 2 are certificates of title and plans of the Relevant Land. The Special Land comprising riverbeds is shown on the plans as highlighted blue. In order to further assist a person who is not familiar with the land to locate and inspect the Relevant Land including the Special Land, the physical address of Poronui Station is:

Poronui Station

Taharua Road

Taupo.

2.2 Survey of Special Land not required

The Special Land does not need to be surveyed before its market value can be determined and it can be acquired by the Crown, as it is the intention of the Owners to offer the Special Land to the Crown for nil consideration in accordance with Regulation 22.

2.3 Consideration for the overseas investment transaction

The owners have entered into agreement for sale and purchase to an overseas person.

2.4 Offer to the Crown

In accordance with Regulation 14(i), the Owners intend to offer the Special Land they own respectively to the Crown.

2.5 Regulation 25

In accordance with Regulation 25, if the Crown does propose to purchase any of the Special Land, that purchase will be conditional on consent being necessary and being granted to the overseas investment transaction involving the sale of Poronui Station if the Owners enter into a sale and purchase agreement with a successful purchaser being an "overseas person", and secondly conditional on the overseas investment transaction involving the sale of Poronui Station to a successful purchaser being given effect to.

AK062200109.doc





2.6 Regulation 22

If the sale of Poronui Station proceeds and the Crown does purchase any of the Special Land, the Owners wish in any good faith negotiations with the Crown (as provided for in Regulation 22) for the Crown to take into account that the Relevant Land in each case is at present used for forestry, farming and tourism ventures and may be used for such other activities permitted by the relevant District Plan and accordingly:

- (a) the Owners will need access to, over and onto the Special Land for any use associated with the Owners' ordinary use of the Relevant Land from time to time, including, without limitation any right to take water from any river, subject only to restrictions imposed by statute and any purchase of the Special Land will not prejudice or adversely affect that use;
- (b) the Crown assumes liability for the purposes of health and safety legislation in relation to public access to the Special Land : and
- (c) advance approval of the Owners will be required prior to the grant of any concessions over the surface of the water;

If the Crown does purchase any of the Special Land, the Owners (and the purchaser of Poronui Station after completion of the sale) will wish to agree appropriate terms with the Crown on all of these issues.

2.7 Contact details of the Owners

In accordance with Regulation 14(j) the contact details for the Owners are through their agent:

s9(2)(a)

IT Partners 11 London Street P O Box 9361 Hamilton

Telephone:

s9(2)(a)

Facsimile:

s9(2)(a)

Email:

s9(2)(a)





2.8 Confidentiality

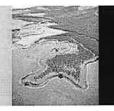
The information provided in this offer is commercially sensitive. The Owner requests that the Crown keeps the existence of this offer and all information contained in it confidential.

Yours sincerely

s9(2)(a)

Released under the Official Inform

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Schedule 1: Relevant Land

The property is held in four Certificates of Title as detailed in the following table:

TABLE 1 - CERT	TIFICATES OF TITLE		P
Certificate of Title Identifier	Proprietor	Legal Description	Area (hectares)
SA72C/660	Poronui Station Ltd	Lot 2 DPS 92043 and Lots 1- 11 DPS 90725 and Sections 1-10 SO Plan 59342	3808.8861
SA33D/399	Poronui Station Ltd	Lot 1 and Lot 3 DPS 37101	279.3280
SA51D/718	Poronui Station Ltd	Part Lot 1 and Lot 2 DPS 37097	2240.2200
SA61A/148	Poronui Ranch Ltd	Lot 3 DPS 76728	121.0000

Poronui Station land use (6327 ha):

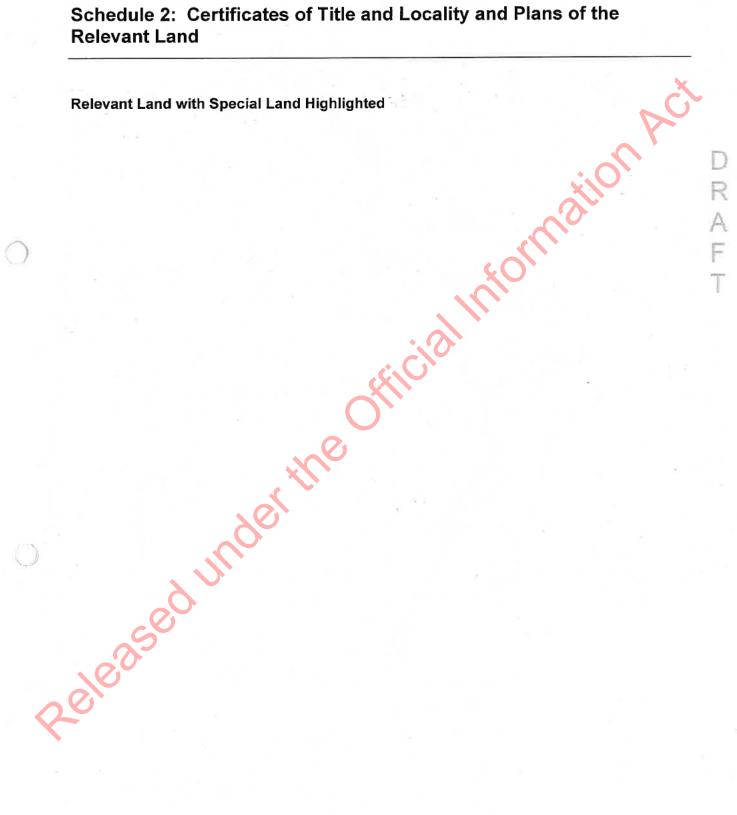
TABLE 2 - PORONUI STATION LAND	USE	
Туре	Existing Land Use (ha)	Proposed Land Use (ha)
Farmland	1046 ha	1046 ha
Forestry - Commercial	2614 ha	2614 ha
Forest - Indigenous	2292 ha	2292 ha
Other (roads, tracks, not identified etc)	375 ha	375 ha
Total	6327 ha	6327 ha

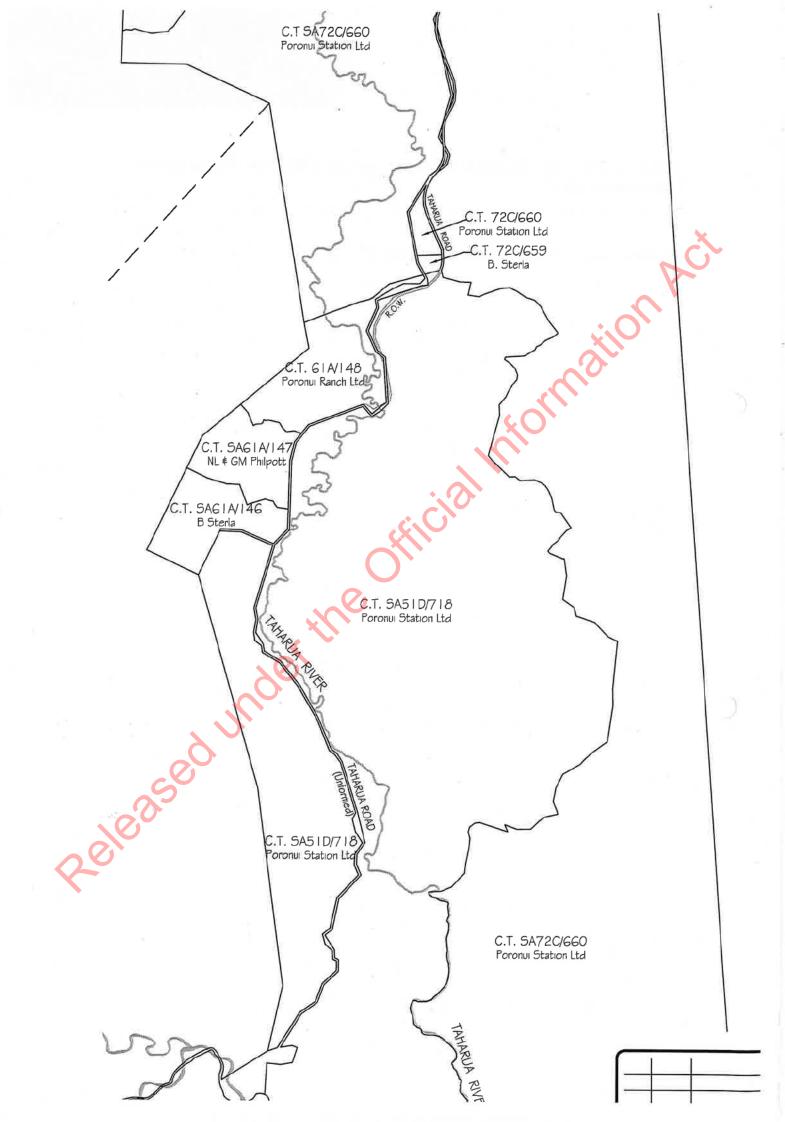




Poronui Ranch land use (121 ha):

Туре	Existing Land Use (ha)	Proposed Lan (ha)
Farmland	121 ha	121 ha
-	a C	dil
Total	121 ha	121 ha
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COMPUTER FREEHOLD REGISTER **UNDER LAND TRANSFER ACT 1952**



Search Copy

Identifier

Land Registration District South Auckland

Date Issued

SA33D/399

14 June 1985

Prior References

SA30A/355

SA33C/280

Estate

Fee Simple

Area

279.3280 hectares more or less

Legal Description Lot 1 and Lot 3 Deposited Plan South

Auckland 37101

Proprietors

Poronui Station Limited

Interests

Fencing Agreement in Transfer 20291(affects the land formerly contained in CT SA625/279)

Subject to Section 308 (4) Local Government Act 1974

Subject to a right of way over part marked A on DPS 37101 created by Transfer H594895.5 - 14.6.1985 (Affects Lot 3 DPS 37101)

Part of the easements created by Transfer H594895.5 are subject to Section 309 (1) (a) Local Government Act 1974 (See DPS 37101)

Subject to a right of way created by Transfer H617383.6 - 1.10.1985 at 2.08 pm (affects Lot 3 DPS 37101)

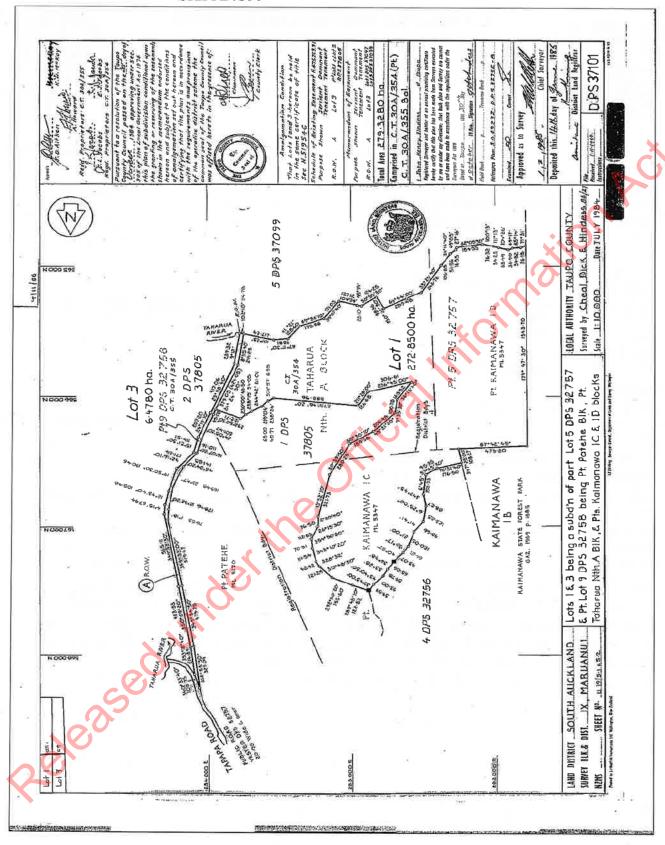
Subject to a right of way created by Transfer H693424 - 17.11.1986 at 9.10 am (Affects Lot 3 DPS 37101)

The easements created by Transfer H693424 are subject to Section 309 (1) (a) Local Government Act 1974

B126407.11 Partial Surrender of the right of way easement created by Transfer H594895.5 - 17.2.1993 at 9.20 am

B483258.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Matapapa Farm Limited Term commencing 1.4.1998 and terminating 31.3.2035 - 26.5.1998 at 9.15 am

6634621.1 Mortgage of Forestry Right B483258.2 to Bank of New Zealand - 4.11.2005 at 9:00 am





COMPUTER FREEHOLD REGISTER **UNDER LAND TRANSFER ACT 1952**



Search Copy

Identifier

Land Registration District South Auckland

Date Issued

SA51D/718

17 February 1993

Prior References

SA33D/391

Estate

Fee Simple

Area

2240.2200 hectares more or less

Legal Description Part Lot 1 and Lot 2 Deposited Plan South

Auckland 37097

Proprietors

Poronui Station Limited

Interests

Subject to Section 308 (4) Local Government Act 1974

Subject to Section 230 (c) Land Act 1924

Appurtenant hereto is a right of way created by Transfer H594895.5

The easements created by Transfer H594895.5 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right of way over part marked A C on DPS 63391 specified in Easement Certificate B126407.7 - 17.2.1993 at 9.20 am (affects Lot 2 DPS 37097)

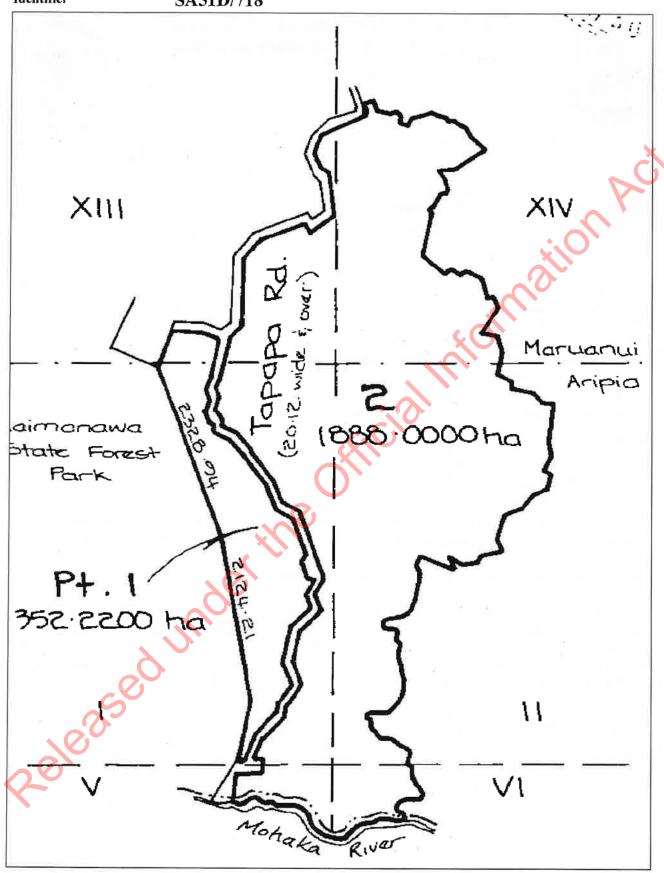
Appurtenant hereto is a right of way specified in Easement Certificate B126407.7 - 17.2.1993 at 9.20 am (affects Lot 2 DPS 63391)

The easements specified in Easement Certificate B126407.7 are subject to Section 309 (1) (a) Local Government Act 1974 B483258.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Matapapa Farm Limited Term commencing 1.4.1998 and terminating on 31.3.2035 - 26.5.1998 at 9.15 am

Subject to right of way telecommunications, water and electricity easements marked A and B, a water easement marked C and E and a telecommunications easement marked C and D on DPS 92043 specified in Easement Certificate 5202175.3 produced 29.4.2002 at 9.00 am and entered 26.6.2002 at 11:00 am

The easements specified in Easement Certificate 5202175.3 are subject to Section 243 (a) Resource Management Act 1991 Subject to a right of way over the part marked A on DP 325313 created by Easement Instrument 6325145.3 - 25.2.2005 at 9:00 am

663462111 Mortgage of Forestry Right B483258.2 to Bank of New Zealand - 4.11.2005 at 9:00 am





COMPUTER FREEHOLD REGISTER **UNDER LAND TRANSFER ACT 1952**

Search Copy



Identifier

Land Registration District South Auckland

Date Issued

SA61A/148 08 May 1997

Prior References SA51D/717

Estate

Fee Simple

Area

121.0000 hectares more or less

Legal Description Lot 3 Deposited Plan South Auckland

76728

Proprietors

Poronui Ranch Limited

Interests

Subject to Section 230 (c) Land Act 1924

Appurtenant hereto are rights of way specified in Easement Certificate B126407.7

Subject to a right of way over part marked B on DPS 63391 specified in Easement Certificate B126407.7

The easements specified in Easement Certificate B126407.7 are subject to Section 309 (1) (a) Local Government Act 1974

B414055.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.5.1997 at 9.04 am

Subject to a right of way over part marked A on DPS 76728 specified in Easement Certificate B414055.4 - 8.5.1997 at 9.04 am

The easements specified in Easement Certificate B414055.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a water easement over part marked F on DPS 92043 specified in Easement Certificate 5202175.3 - produced 29.4.2002 at 9.00 am and entered 26.6.2002 at 11:00 am

The easements specified in Easement Certificate 5202175.3 are subject to Section 243 (a) Resource Management Act 1991 Subject to (in gross) an electricity easement over part marked B and a telecommunication easement over parts marked A and B on DP 325995 in favour of Telecom New Zealand Limited created by Transfer 5841487.2 - 17.12.2003 at 9:00 am Appurtenant hereto is a right of way created by Easement Instrument 6325145.3 - 25.2.2005 at 9:00 am

Subject to a right of way over the part marked B on DP 325313 created by Easement Instrument 6325145.4 - 25.2.2005 at 9:00 am

14636182

Identifier

