



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier SA72C/660
Land Registration District South Auckland
Date Issued 26 June 2002

Prior References
SA71B/485

Estate	Fee Simple
Area	3808.8861 hectares more or less
Legal Description	Lot 2 Deposited Plan South Auckland 92043 and Lot 1-11 Deposited Plan South Auckland 90725 and Section 1-10 Survey Office Plan 59342

Proprietors
Poronui Station Limited

Interests

Subject to Section 230 (c) Land Act 1924 (affects part)

Subject to a right of way over part marked B on DPS 37099 created by Transfer H594895.5 - 14.6.1985 at 1.30 pm (affects Lot 3 DPS 90725)

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

Subject to a water right over part marked C on DPS 37100 created by Transfer H594895.14 - 14.6.1985 at 1.30 pm (affects Lot 4 DPS 90725)

H594895.18 Encumbrance to The Taupo County Council - 14.6.1985 at 1.30 pm

Appurtenant to Lots 3 and 11 DPS 90725 (part herein) is a right of way created by Transfer H693424

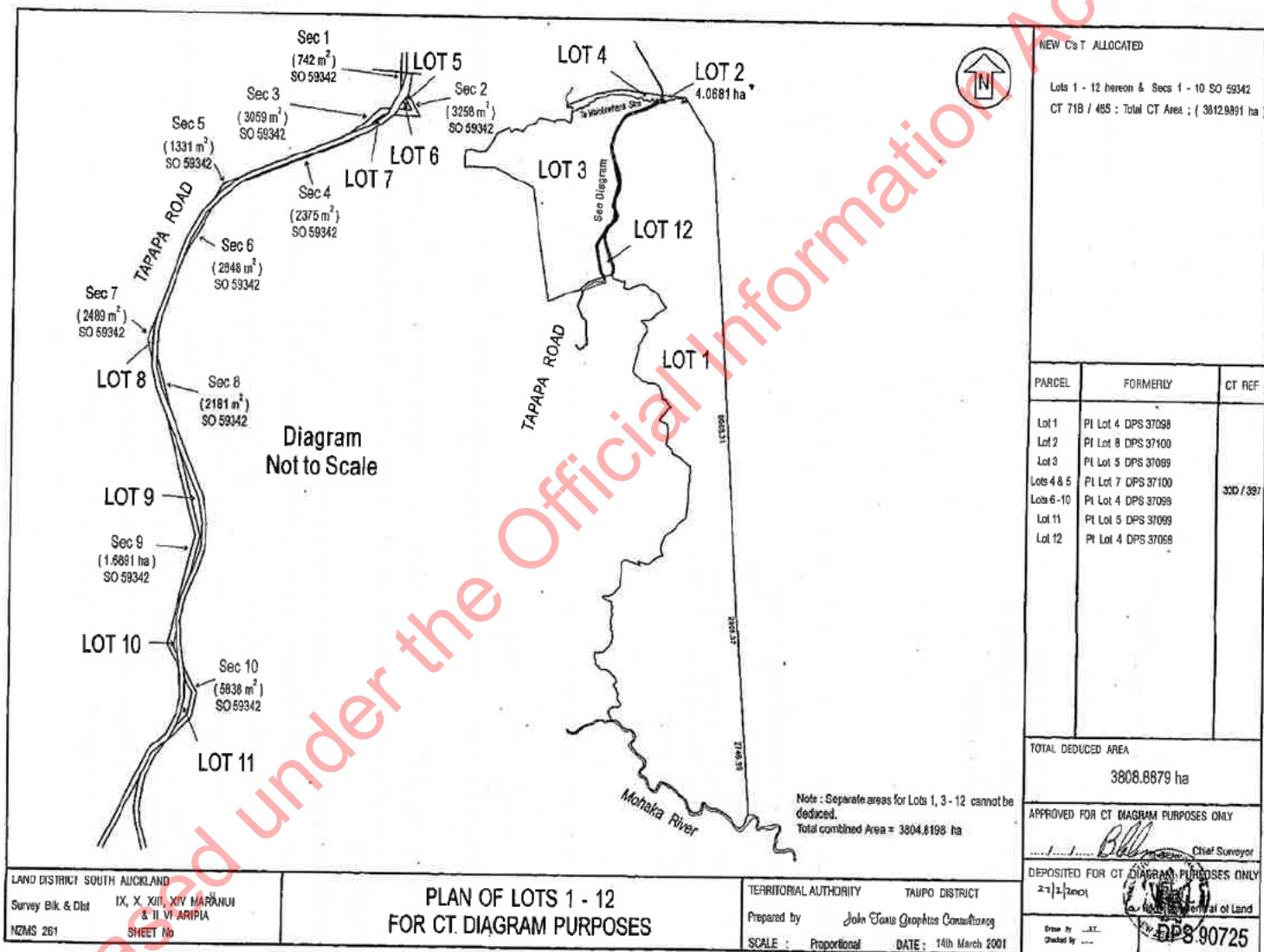
The easements created by Transfer H693424 are subject to Section 309 (1) (a) Local Government Act 1974

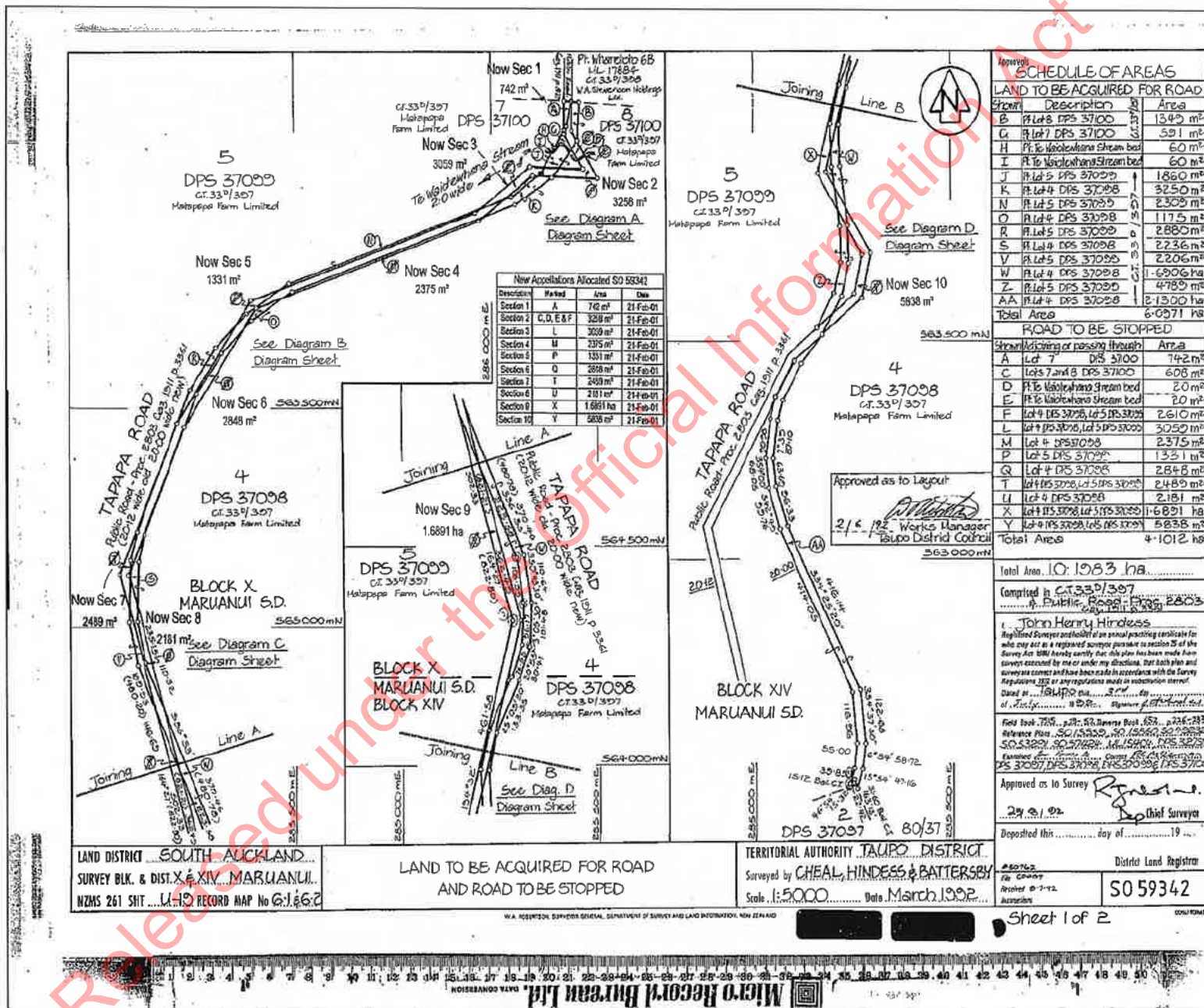
B483258.1 Encumbrance to Carter Holt Harvey Limited - 26.5.1998 at 9.15 am

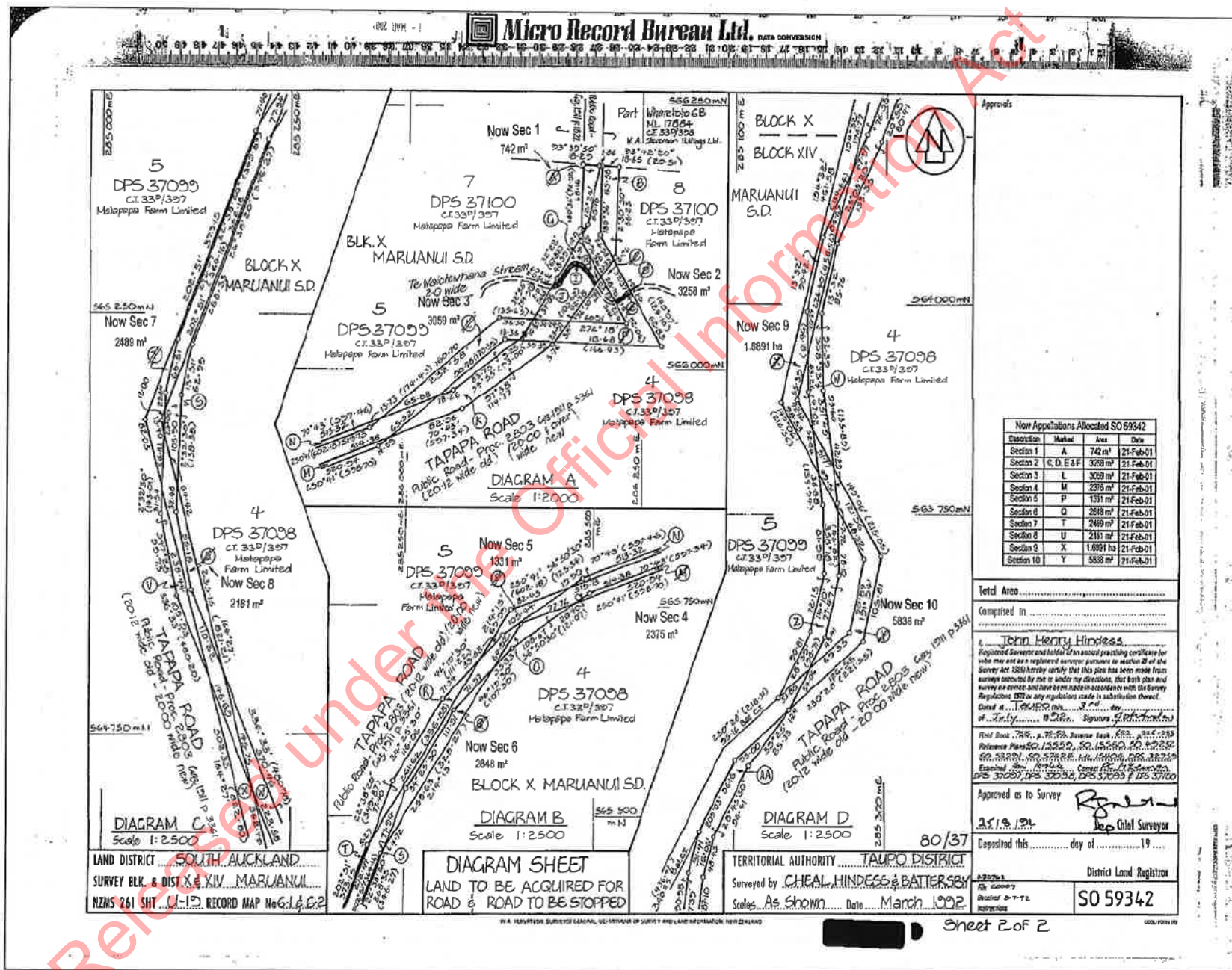
B483258.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Matapapa Farm Limited Term commencing 1.4.1998 and terminating 31.3.2035 - 26.5.1998 at 9.15 am

Subject to Section 241(2) Resource Management Act 1991(affects DPS 92043)

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







Wednesday, 16 August 2006

Minister of Conservation
Wellington

OFFER OF SPECIAL LAND

1. We refer to the agreement in principle dated [] concluded between the Owners (as therein defined) and the Minister of Conservation (pursuant to regulation 22 of the Overseas Investment Regulations 2005) (**Regulations**) in relation to the special land owned by the Owners detailed in the Owners' notice of intention to offer (**Notice**) dated [] 2006 (**Special Land**).
2. Pursuant to regulation 22(4) of the Regulations, the Owners hereby offer the Crown the right to acquire the Special Land on the following terms and conditions:
 - (a) The Special Land shall be acquired by the Crown for no consideration.
 - (b) Subject to certain rights as set out below the Owners will transfer whatever rights the Owners have in the Special Land to the Crown upon transfer or vesting of the Special Land in the Crown.
 - (c) The Crown may accept or reject the offer by written notice to the Owners.
 - (d) The Owners' right of access to, and use of the Special Land for any purpose associated with the Owners' ordinary use of the Relevant Land from time to time, including, without limitation farming, forestry, tourism (including fishing, hunting, tramping, horse trekking, and kayaking/canoeing whether guided or otherwise) helicopter tourism, commercial filming and photography and any right to take or use water from any river, subject only to restrictions imposed by statute, will be recorded in an instrument giving effect to the transfer of the Special Land to the Crown if the Crown accepts the Owners' offer in respect of any of the Special Land. Also recorded in that instrument will be a clear statement that the use of the Special Land will be at no cost to the Owners of the Relevant Land and that such rights and use will exist in perpetuity and benefit future owners of the Relevant Land. The instrument will also acknowledge any customary fishing rights held by local tangata whenua, including the right to fish for and take eels.
 - (e) Details of the basis of public access to, over and onto the Special Land, having regard to health and safety issues in respect of the Owners' ordinary use of the Relevant Land from time to time, including, without limitation, an assumption of liability under the relevant health and safety legislation by the Crown in relation to the Special Land, will be recorded in the instrument giving effect to the transfer of the Special Land to the Crown if the Crown accepts the Owners' offer in respect of the Special Land.
 - (f) Details of the Owners' right of approval required prior to the grant of any concessions over the surface of the water of the Special Land, will be recorded in the instrument giving effect to the transfer of the Special Land to the Crown if the Crown accepts the Owners' offer in respect of any of the Special Land.

Approved: Poronui Station Limited
MC Blake (Director)
 Registered Proprietor

I hereby certify that this plan was approved by the Taupo District Council pursuant to Section 223 of the Resource Management Act 1991 on the 28th day of March 2001 subject to the granting or reserving of the easements set out in the memorandum hereon and subject to the amalgamation condition set out hereon.

AG D. Blake
 Chief Executive
 (Authorised Officer)

MEMORANDUM OF EASEMENTS

Purpose	Servient Tenement	Shown	Dominant Tenement
ROW Telecommunications	Lot 2 DPS 37097	(A)	Lot 1 Herron
Water Electricity	Lot 2 DPS 37097	(B)	
Water	Lot 2 DPS 37097	(C)	
Water	Lot 3 DPS 76728	(E)	
Telecommunications	Lot 2 DPS 37097	(D)	

C's T. Allocated

Lot 11722/659
 Lot 2722/660

CLASS OF SURVEY I

Total Area 15.9510ha

Comprised in CT 718/485 (P4)

510/718 (EO) & 61A/148 (EO)

I, John Henry Windsor,
 being a person entitled to practice as a Registered Surveyor, certify that -
 (a) the survey to which this document relates was accurate, and was undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1996;
 (b) this document is accurate, and has been created in accordance with the Act and those Regulations.

Signature: *J. Windsor* Date: 22/03/2001

Field Book: Traverse Book:

Reference Plans:

Examined: Correct:

Approved as to Survey: *Blair*

Chief Surveyor

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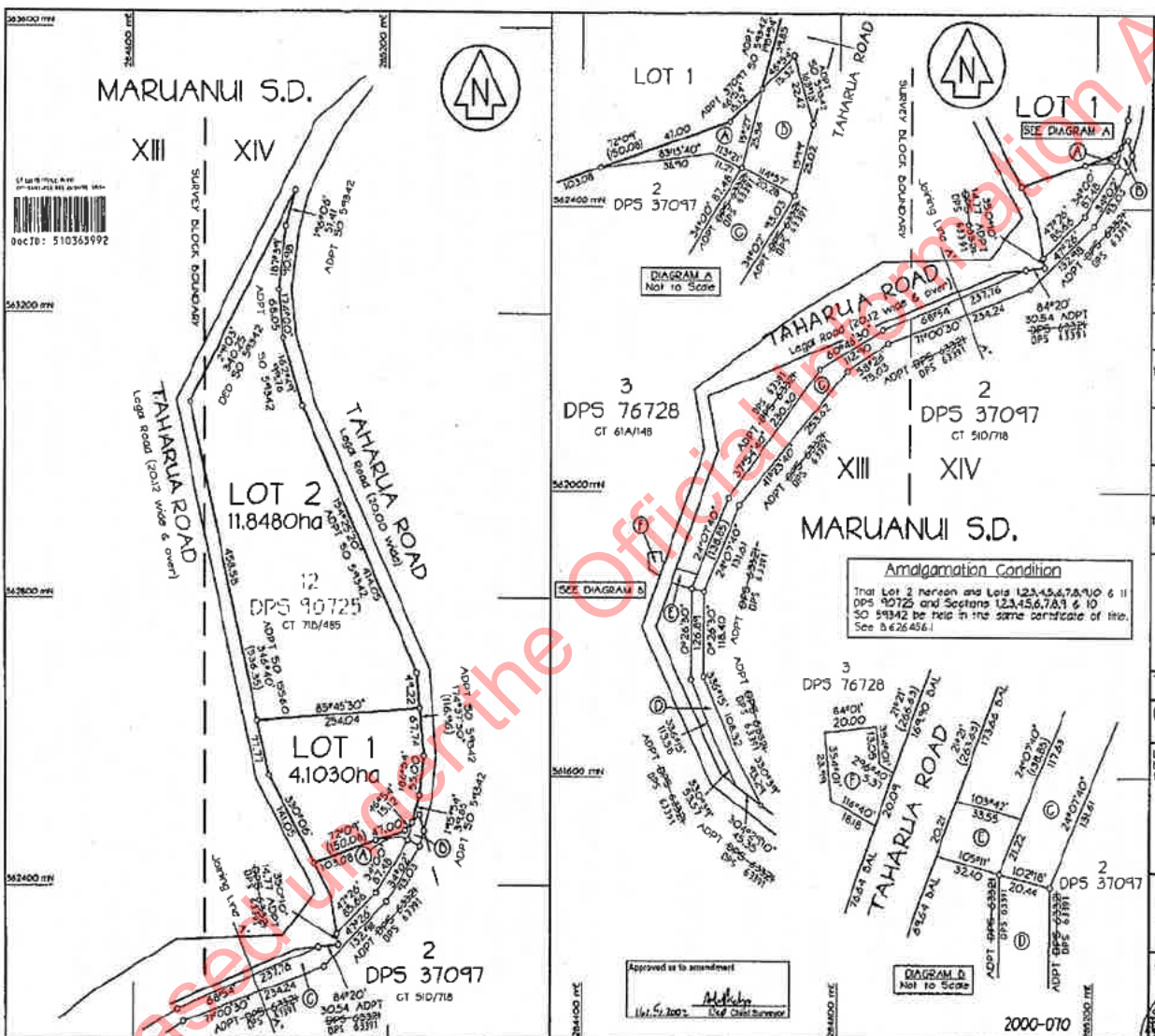
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Land District SOUTH AUCKLAND
 Survey Blk. & Dist. XIII & XIV MARUANUI
 NZMS 261 Sh. Record Map No.

LOTS 1 & 2 BEING A SUBDIVISION OF
 LOT 12 DPS 90725 AND EASEMENTS
 OVER LOT 2 DPS 37097 & LOT 3 DPS 76728

Territorial Authority: TAUPO DISTRICT COUNCIL
 Surveyed by: CHEAL CONSULTANTS
 Scale: 1:4000 Date: MARCH 2001

Approved as to Survey: *Blair*
 Chief Surveyor

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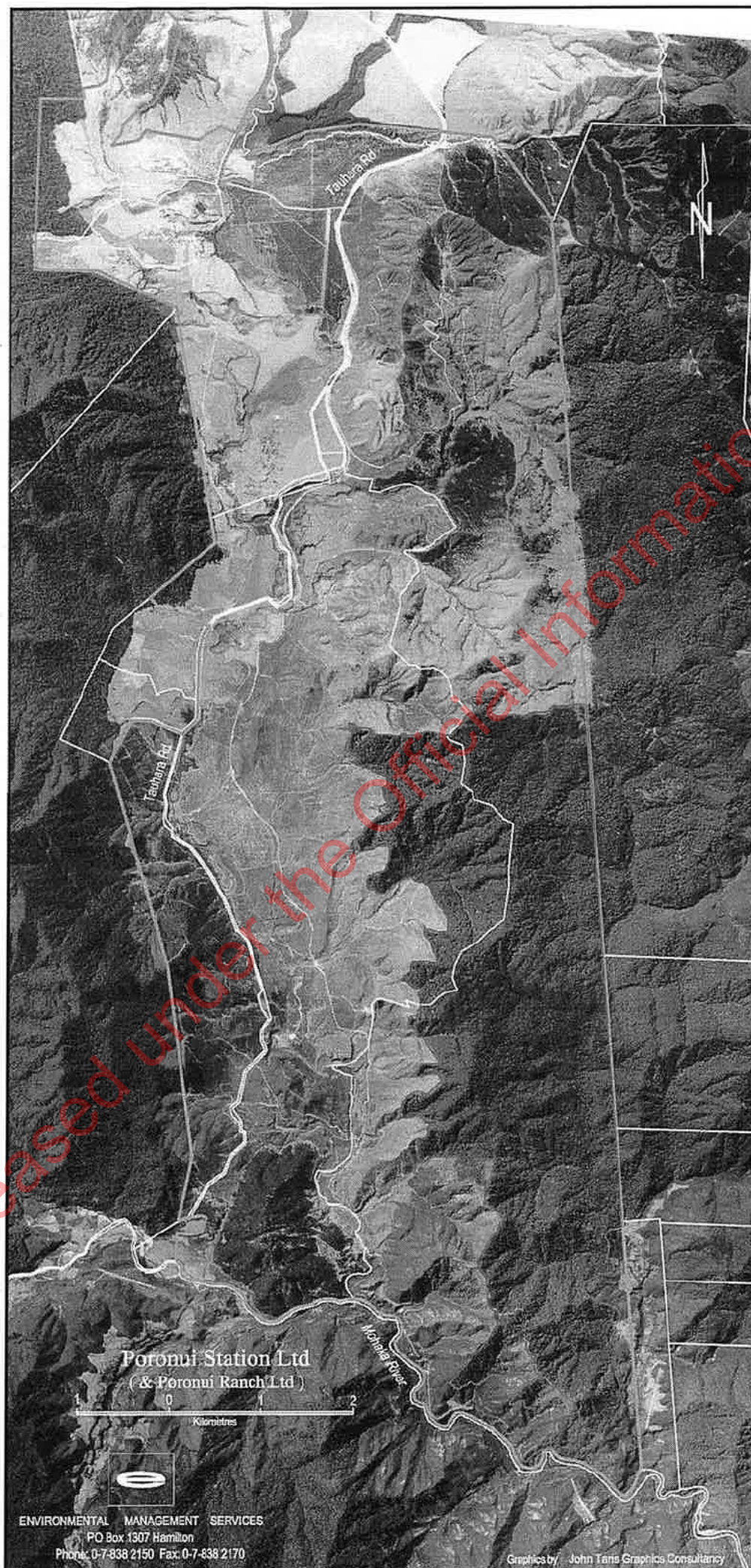
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Released under the Official Information Act



GRANT of

Correct for the purposes of the Land Transfer
Act 1952

**COVENANT UNDER
SECTION 77 OF THE
RESERVES ACT 1977**

Solicitor for the Minister

WESTERVELT SPORTING LODGES (NZ) LIMITED

to

MINISTER OF CONSERVATION

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Solicitor
Department of Conservation

Annexure G

Released under the Official Information Act

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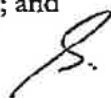
MEMORANDUM OF ENCUMBRANCE

BACKGROUND:

- A. MATAPAPA FARM LIMITED (together with its successors in title of the Land called "Encumbrancer") is registered as proprietor of an estate in fee simple in the land described in the Schedule ("Land").
- B. The Encumbrancer is a wholly owned subsidiary of CARTER HOLT HARVEY LIMITED at Auckland ("Carter Holt Harvey")
- C. Carter Holt Harvey has agreed to the sale of the Land by the Encumbrancer on the condition that the Encumbrancer enters into and execute these presents to preserve and protect the indigenous forest vegetation on the Land.

NOW THIS MEMORANDUM WITNESSES:

- 1. The Encumbrancer encumbers the Land to Carter Holt Harvey ^(the encumbrancee) for a term of 999 years with an annual rent charge of \$10,000.00 plus GST to be paid on the 1st day of April each year if demanded by that date PROVIDED THAT Carter Holt Harvey will not call for such payment so long as the Encumbrancer observes the covenants in clause 2 herein.
- 2. The Encumbrancer covenants with Carter Holt Harvey that the Encumbrancer and its successors in title shall not personally or through the action of another or others at its request:
 - a. Fell and/or mill or clear by any means whatsoever including fire, any indigenous forest vegetation on the Land for the purposes of processing into sawn timber or other processed wood products other than to such limited extent as may be necessary for the purpose of creating tracks and accessways, creating hut sites, creating or maintaining fire breaks, or removing debris that may cause slippage drainage problems or scarring; or
 - b. Clearfell any indigenous forest vegetation on the Land and/or replace it with exotic trees, pasture or any other crop.
- 3. Section 104 of the Property Law Act 1952 applies to this memorandum of encumbrance and without prejudice to Carter Holt Harvey's rights of action at common law as a rent charger or encumbrancee:
 - a. It shall be entitled to all of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and



- b. No covenants on the part of the Encumbrancer and its successors in title are implied in this memorandum other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952
4. The Encumbrancer shall be entitled to a discharge of this memorandum of encumbrance once the protection of the indigenous forest vegetation is incorporated in some other registrable and enforceable covenant providing the same protection as is incorporated in this memorandum of encumbrance.

IN WITNESS of which this agreement has been executed the 24th day of April 1998

LAND SCHEDULE

CT	AREA	ALL/PART	REGISTERED PROPRIETOR
33D/397	3814.9730 ha	All	Matapapa Farm Limited

SIGNED for
MATAPAPA FARM LIMITED
by its attorneys

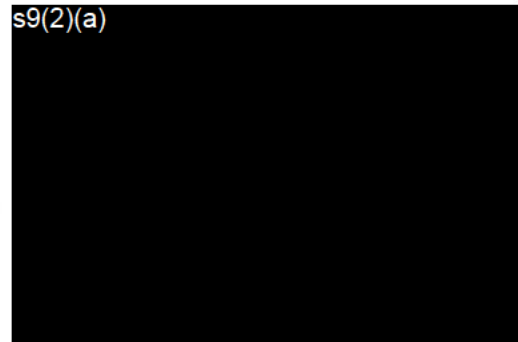
in the presence of:
s9(2)(a)



Legal Executive

Auckland

s9(2)(a)



MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of the Land
Transfer Act 1952

s9(2)(a)

Solicitor for Encumbrancee

MATAPAPA FARM LIMITED

Encumbrancer

CARTER HOLT HARVEY LIMITED

Encumbrancee

Particulars entered in the register as shown
in respect of the land referred to herein

Assistant/District Land Registrar in the
South Auckland Registry

PALMER & ASSOCIATES
Solicitors
Auckland

982009 SMP/serm

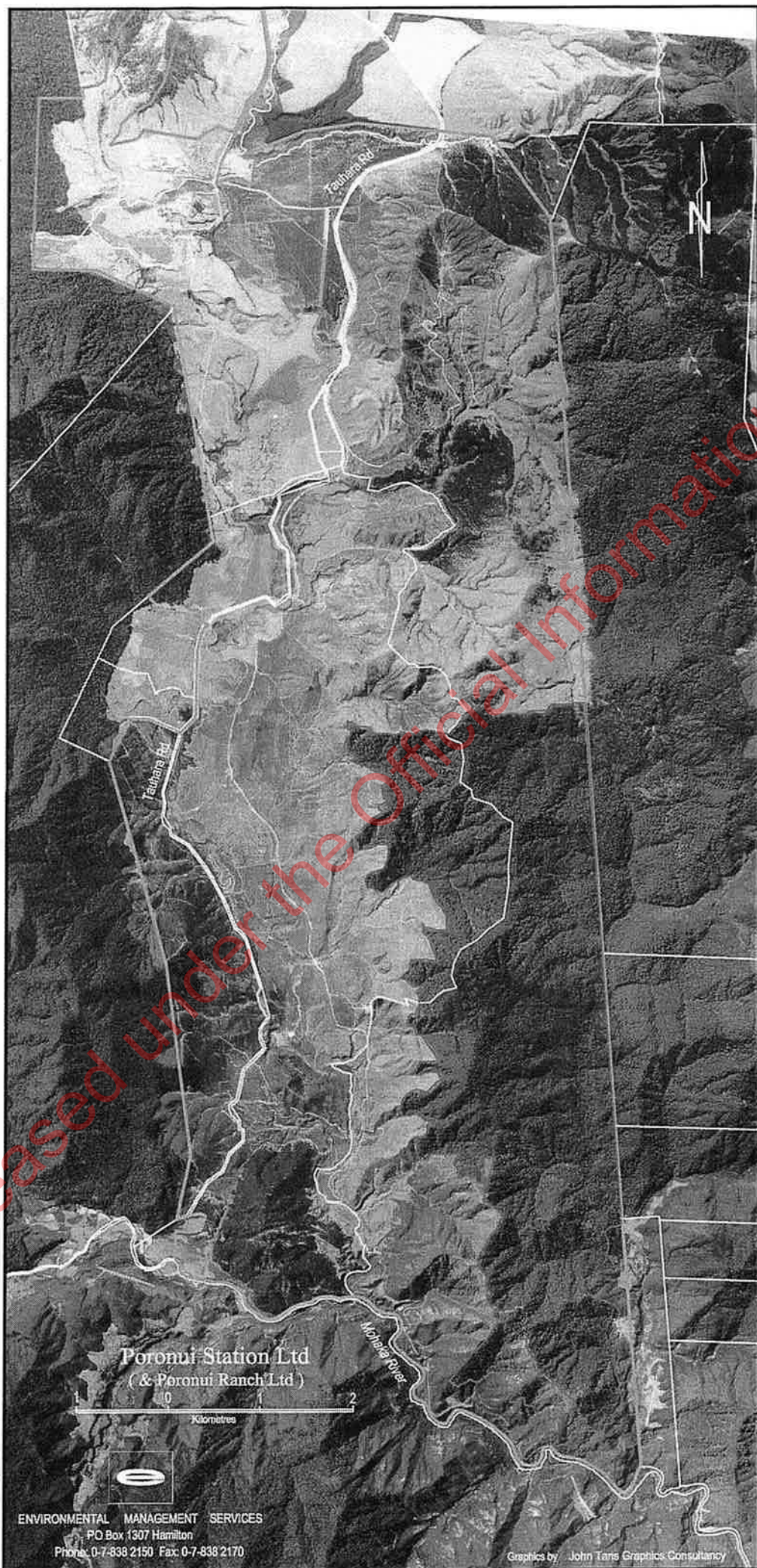
ENC
2/35/00

REGISTER



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR

9.15 26.MAY 98 B 483258



Annexure H

Released under the Official Information Act

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Schedule 1:

1. Description of Land

3814.9730 hectares more or less being all of the land comprised in Certificate of Title 33D/397
(South Auckland Registry)

2. Address for Service

The address for service (including facsimile number) of the Minister is:

The address for service (including facsimile number) of the Owner is:

Westervelt Sporting Lodges (NZ) Limited
[to be provided]

Attention: []

Facsimile No: []

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SIGNED by)
exercising his/her powers under section)
117 of the Reserves Act 1977 as designated)
Commissioner and acting for and on behalf of)
the Minister of Conservation in the presence)
of.

Witness Signature

Print Name

Witness Occupation

Place of residence

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- (a) in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;
- (b) notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;
- (c) the parties further agree that the results of arbitration are to be binding upon the parties.

12. Joint obligations

The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take action to better preserve the Purpose.

Execution

Executed as a Deed

**Westervelt Sporting Lodges (NZ)
Limited by**

Director

Director/Authorised Signatory

Print Name

Print Name

Witness to both signatures
(if not signed by two directors)

Print Name

Occupation

Address

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- (b) in the case of pre-paid post, on the third Working Day after posing;
- (c) in the case of a facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. Default

10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:

- (a) may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
- (b) will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

- (a) advise the defaulting party of the default;
- (b) state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- (c) state a reasonable period within which the defaulting party must take action to remedy the default.

11. Dispute resolution processes

If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.1 Mediation

- (a) if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- (b) if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

11.2 Failure of Mediation

- (a) The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

8.2 Trespass Act

- (a) Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.
- (b) For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

- (a) Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

8.4 Titles and survey

- (a) The Minister will at its cost carry out any survey work necessary to enable the Covenant to be registered against the Certificate of Title to the Land;
- (b) On completion of the survey, the Minister will forward to the Owner a Covenant pursuant to section 77 of the Reserves Act 1977 containing the terms and conditions relating to the management of the Land as are contained in this Covenant.

8.5 Acceptance of Covenant

- (a) The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

8.6 Fire

- (a) The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- (b) If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- (i) requested to do so; or
 - (ii) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9. Notices

9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;

- (g) permit recreational or commercial hunting of wild animals or game on the Covenant Land where it does not interfere with the Purpose.

4. The Minister's obligations

- 4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.2 The Minister must repair and replace to its former condition any Fence or other improvement on the Land or on the Covenant Land which may have been damaged in the course of the Minister or any person referred to in clause 3.2 (e) exercising any of the rights conferred by this Covenant.
- 4.3 The Minister will pay to the Owner the cost of all new fences on the Covenant Land or on the boundary to the Covenant Land. In the event that any new fencing is required by the Owner solely for its own purposes, then the Owner shall pay such fencing costs in full.
- 4.4 The Minister must eradicate or control all weeds and pests on the Covenant Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993.

5. Implementation of objectives

- 5.1 The Minister may:
- (a) provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
 - (b) prepare, in consultation with the Owner, a joint plan for the management of the Covenant Land to implement the objective specified in clause 2.1 (including how costs are to be shared) in relation to the implementation of such plan.

6. Duration of covenant

This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it. ✓

7. Obligations on sale of land

- 7.1 If the Owner sells, leases or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee or assignee must also comply with the terms of this Covenant including this clause. ✓
- 7.2 Subject to clause 7.1, the Owner shall not be personally liable in damages for any breach of Covenant committed after it has parted with all of its interest or any part of its interest in the Land in respect of which such a breach occurs.

8. Miscellaneous matters

8.1 Rights

into sawn timber or other processed wood products provided however that felling or clearing to a limited extent as necessary for the purpose of creating tracks and accessways, hut sites, creating or maintaining fire breaks or removing debris that may cause slippage, drainage problems or scarring shall be permitted;

- (c) the erection of any Fence;
- (d) any burning, or sowing of seed;
- (e) any archaeological or other scientific research involving disturbance of the soil;
- (f) clear fell any indigenous forest vegetation and/or replace it with exotic trees, pasture or any other crop;
- (g) the erection of utility transmission lines across the Covenant Land.

3.2 The Owner must:

- (a) if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Covenant Land;
- (b) use all reasonable endeavours to keep the Covenant Land free from exotic tree species;
- (c) use all reasonable endeavours to prevent the drift of fertilizer or chemical spraying onto the Covenant Land;
- (d) keep the Covenant Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Covenant Land;
- (e) subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Covenant Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Covenant Land, or to carry out protection or maintenance work on the Covenant Land, or to ascertain whether the provisions of this Covenant are being observed;
- (f) keep all existing Fences on the boundary of the Covenant Land in good order and condition.

3.3 The Owner may:

- (a) limit access to the Covenant Land to certain hours and days;
- (b) limit access to specified tracks;
- (c) require the public to register when entering the Covenant Land;
- (d) charge for the use of facilities or services provided by the Owner;
- (e) prohibit any person from bringing onto the Covenant Land any animal, gun or vehicle;
- (f) decline access to the Covenant Land without having any obligation to specify reasons or justification.

Minister means the Minister of Conservation;

Natural Water includes water contained in streams the banks of which have, from time to time, been realigned;

Owner means the person or persons who from time to time is or are registered as the proprietor(s) of the Land;

Purpose means the preservation and protection of the indigenous forest vegetation, namely the Beech Forest, on the Land;

Working Day means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is located.

1.2 For the avoidance of doubt:

- (a) the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- (b) clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- (c) words importing the singular number include the plural and vice versa;
- (d) expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- (e) any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- (f) words importing one gender include the other gender;
- (g) the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;

1.3 Subject to the rights, obligations and agreements conferred by this Covenant and until surrender by the Minister, the Owner may exercise all rights and obligations consistent with ownership of the Land.

2. **Objective of the covenant**

2.1 The Covenant Land must be managed so as to preserve the Purpose.

3. **The owner's obligation**

3.1 Unless agreed in writing by the parties, the Owner must not personally or through the action of another or others at its request carry out on or in relation to the Covenant Land:

- (a) grazing of the Covenant Land by livestock;
- (b) subject to clauses [3.2(a)] and [3.2(b)], felling, removal, damage or clearing by any means whatsoever including fire of the Beech Forest for the purpose of processing

between (1) **WESTERVELT SPORTING LODGES (NZ) LIMITED (the Owner)**
and (2) **MINISTER OF CONSERVATION (the Minister)**

Background

- A. The Owner is the registered proprietor of the Land.
- B. The parties agree that the Land should be managed so as to preserve and protect the indigenous forest vegetation, namely the Beech Forest, on the Land (the **Purpose**).
- C. [Section 77 of the Reserves Act 1977] provides that a conservation covenant may be granted over any land in favour of the Minister. Any such covenant shall run with and bind the land and shall be deemed to be an interest in land for the purposes of the Land Transfer Act 1952.
- D. The Minister is satisfied that the Land can be managed so as to preserve the Purpose and that this Purpose can be achieved without acquiring ownership of the Land for a reserve.
- E. The Minister has agreed with the Owner on the terms of the Conservation Covenant to provide for the management of the Land in a manner that will achieve the Purpose.
- F. The Owner has agreed to grant the Minister a Covenant over the Land for the Purpose.

Operative Parts

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Owner and Minister agree as follows:

1. Interpretation

1.1 In this Covenant unless the context otherwise requires:

Act means the [Reserves Act 1977];

Beech Forest means indigenous forest as identified on the Covenant Land;

Covenant means the Deed of Covenant made under [section 77] of the Act;

Covenant Land means that part of the Land on DP [] and marked [] on the map attached at Schedule 1 in red;

Director-General means the Director-General of Conservation;

Fence includes a gate;

Fire Authority means a Fire Authority as defined in the Forest and Rural Fires Act 1977;

Land means the land described in Schedule 1;

Minerals means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991;

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**Covenant under [Reserves
Act 1977]**

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WESTERVELT SPORTING LODGES (NZ) LIMITED

the Owner

and

MINISTER OF CONSERVATION

the Minister

Date

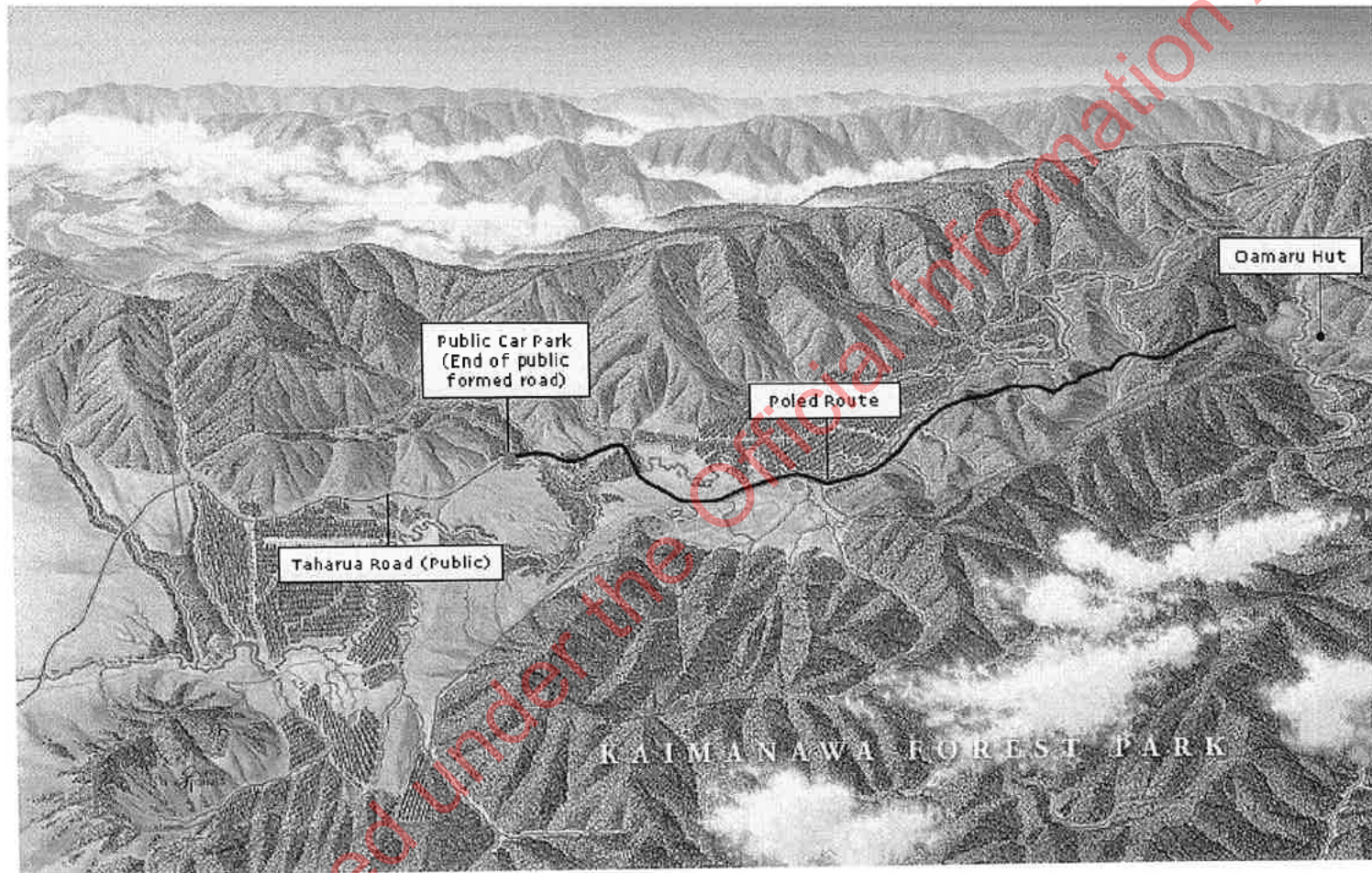
Bell Gully

Annexure F

Released under the Official Information Act

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PORONUI STATION
NEW ZEALAND





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

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.

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 s9(2)(a), contact details are:

Direct:
Mobile:
Fax:
Email:

s9(2)(a)

Mail: c/o IT Partners
P.O Box 9361
Hamilton

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)

A: 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.

Annexure E

Released under the Official Information Act

D
R
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F
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- (g) In accordance with Regulations 25 of the Regulations, if the Crown does propose to accept the Owners' offer in respect of any of the Special Land, that purchase will be conditional on consent being necessary and being granted to the overseas investment transaction involving sale of Poronui Station (as described in the Notice) and secondly, conditional on that overseas investment transaction being given effect to.
- (h) Where the sale of Poronui Station involves sale of the Relevant Land, the Owners will assign this agreement (and any contract resulting from the Crown accepting the Owners' offer of the Special Land) to the purchaser of the Relevant Land.
3. Please confirm receipt of this offer by signing the acknowledgement at the foot of this letter.

Yours faithfully

s9(2)(a)

For and on behalf of the Owners

Agreement in principle as set out above
Confirmed

Minister of Conservation

Date:

Item 24

Brebner, Kathleen

From: Brebner, Kathleen on behalf of Green, Paul
Sent: Monday, 28 August 2006 10:19 a.m.
To: Morton, John HEAD OFFICE
Cc: McKenzie, Allan HEAD OFFICE; Lumley, Dave
Subject: RE: DOCDM-46682 - OIO - Westervelt

Hi

You have picked up on the key points. s9(2)(a) is relooking at survey costs as a result of a discussion.

I have indicated that the skinks don't require a surveyed area. A management agreement would be sufficient to protect skinks. I have reiterated to Andrew that we cannot sign an MOU but I think it appropriate to acknowledge existing agreements reached on access and conservation issues at Poronui - without prejudice.

Cheers

Paul

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

From: Morton, John HEAD OFFICE
Sent: Friday, 25 August 2006 2:25 p.m.
To: Green, Paul
Cc: McKenzie, Allan HEAD OFFICE
Subject: DOCDM-46682 - OIO - Westervelt

CONSERVATORS COPY
COPY ON FILE _____

Paul

Allan McKenzie asked me to run this past you before we post it out. Please let me have your comments (if any)

Thanks

John Morton

25 August 2006

s9(2)(a)

Bell Gully
Solicitors
PO Box 4199
AUCKLAND

Dear s9(2)(a)

28/08/2006

Westervelt Sporting Lodges (NZ) Limited

I refer to your email and our subsequent telephone conversations. The Department's policy is not to engage with applicants prior to an application being lodged but to wait until the Overseas Investment Office refers the application to the Department.

In this case there has been a history of access issues with former owners of Poronui Station and on-going discussions between yourselves and the Conservator. I provide the following comments without prejudice to your application to the Overseas Investment Office and its process.

1. Memorandum of Understanding

- Recital A - shows the Taharua River (the River) as there is a subsequent reference to it.
- Recital D - See above.
- Recital F - name the skink.
- Definitions - (b) - it is not the Board but the Conservator, Tongariro Conservancy.
- 3.1 You will need to discuss with the Conservator the costs of survey of the covenant and fencing. This may be a point of disagreement between the parties.
- 4.3 The regulation is about to be changed. The Ministers of the Finance and Lands will handle offer-back and the cost of survey will need to be discussed.
- 5.1 The Department will not "support" such applications. They are subject to the process and Minister's decisions. You could perhaps use the word "acknowledge".
- Signatories - It should record the Conservator's name perhaps acting with authority for Section 53(2)(c) of the Conservation Act.
- Walkway - You will need to discuss the cost of surveying with the Conservator and the term of ten years.

2. Covenant

- 3.2 This section should allow for public access subject to 3.3. DOC Turangi has a model covenant covering both Conservation and Reserves Act as there is a legal doubt over the use of the Reserve Act covenant alone in so far as it relates to access provisions.
- 4.3 Fencing cost. Please discuss with Conservator.
- 8.4 Survey cost. Please discuss with Conservator.

I hope these notes are helpful. You will appreciate that the offer-back will be handled by LINZ with only comments provided by DOC in accordance with the newly developed regulations.

Yours sincerely

Allan McKenzie
for Al Morrison
Acting Director General

cc Conservator, Tonagiro/Taupo Conservancy, Private Bag, Turangi

Released under the Official Information Act

Item 25

Annelies McClure - Poronui

From: Annelies McClure
To: pwarren@doc.govt.nz
Date: 5/12/2006 3:40 p.m.
Subject: Poronui

Hi can you get back to me on this (my message of today and letter of last week refers)
Thanks!
Annelies

Annelies McClure
Manager
Overseas Investment Office
Land Information New Zealand
Level 8
Lambton House
160 Lambton Quay
WELLINGTON

Private Box 5501
WELLINGTON 6145

DDI s9(2)(a)
Fax
Mob

email: amcclure@linz.govt.nz
website: www.oio.linz.govt.nz

30 November 2006

Paula Warren
Department of Conservation
PO Box 10-420
WELLINGTON

Dear Paula

**PORONUI STATION AND PORONUI RANCH LIMITED - OFFER OF SPECIAL LAND -
TAHARUA RIVER AND MOHAKA RIVER**

1. The Crown has received an offer of special land from the owners of Poronui Ranch Limited and Poronui Station Limited of the bed of the Taharua River, and will shortly receive an offer by Poronui Station Limited of its right to an ad medium filum aquae interest in the bed of the Mohaka River. We understand that Dave Lumley, Field Officer with the Department of Conservation's Taupo/Tongariro Conservancy, is familiar with these rivers.
2. We are currently negotiating the terms and conditions of the offers of special land with Poronui Ranch Limited and Poronui Station Limited.
3. On behalf of the Ministers of Finance and Land Information (the relevant Ministers), we seek the Department of Conservation's views as to whether in its opinion, the Crown should acquire the special land, or waive its right to acquire the special land, having regard to the following matters:
 - (a) There is nothing in the Overseas Investment Act 2005 that suggests that the relevant Ministers must approach the question of whether to acquire special land with a presumption as to the outcome of the acquisition, either for or against. For example, the fact that the special land is offered for nil consideration, is not a matter that will automatically operate as a presumption in favour of acquisition.
 - (b) The relevant Ministers must give positive consideration to the purpose of the Overseas Investment Act 2005.
 - (c) The relevant Minister must decide whether the Crown, on behalf of New Zealanders and in the public interest, should hold the special land in question. What factors make up that question will be intensely fact-specific. The land would be of such status to New Zealanders that the Crown, to preserve properly that value, must hold the land publicly. The value might be an environmental value, a heritage or cultural use value, or an access and use value.
 - (d) The relevant Ministers must consider overall the public good and the question of whether the Crown should in the public good own the special land.
4. The following matters are **not** relevant when the relevant Ministers make a decision under the Regulations to acquire the special land or waive the right to do so.
 - (a) values to do with the use of the water, such as fishing or swimming (it is the value of the special land that is at issue); or
 - (b) the Conservation Act 1987; or
 - (c) the Foreshore and Seabed Act 2004; or
 - (d) the factors specified in section 17 of the Overseas Investment Act 2005 and Regulation 28 of the Regulations (in order to determine whether an overseas

Overseas Investment Office
Lambton House
160 Lambton Quay
Private Box 5501
Wellington
New Zealand
Tel 64-4-462 4490
Fax 64-4-460 0111
Internet
<http://www.oio.lin.govt.nz>

investment in sensitive land will or is likely to benefit New Zealand, any part of it or group of New Zealanders).

5. The relevant Ministers will have until **12 December 2006** to make their decision whether or not to acquire the special land, or waive the Crown's right to acquire the special land.
6. The report which is prepared for the relevant Ministers will also be copied to the Minister of Conservation and his views will be sought on the proposed acquisition or waiver. Accordingly, it is critical that we have a response from you on this request contained in this letter within **3 working days** of the date of this letter, being **5 December 2005**, to enable us sufficient time to prepare the report and consult with the Minister of Conservation.

Yours sincerely

Annelies McClure
Manager, Overseas Investment Office

Released under the Official Information Act



RECEIVED 12 FEB 2007

13 December 2006

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

SPECIAL LAND – RECORD OF AGREEMENT IN PRINCIPLE

- 1 Poronui Station Limited and Poronui Ranch Limited (the **Owners**) records their agreement in principle under regulation 22 of the Overseas Investment Regulations 2005 (*Regulations*) to conclude an agreement to offer to the Crown the special land as detailed in the Owners' notice of intention to offer dated 13 December 2006 (*Special Land*). The Owners acknowledge that the Special Land has negligible value. The Owners will offer to the Crown the right to acquire the Special Land on the following terms and conditions:
 - The Special Land shall be acquired by the Crown for no consideration.
 - The Owners will transfer whatever rights the Owners have in the relevant Special Land to the Crown as soon as practicable after acceptance of the offer.
 - The Crown may accept or waive the offer by written notice to the Owners within 30 working days of the date the offer is made.
 - The Owners' right of access to, and use of, the Special Land for any purpose associated with the Owners' ordinary use of the Relevant Land from time to time, being the same as the Owners had over the Special Land prior to the transfer of that Special Land to the Crown, subject only to restrictions imposed by statute, will be recorded in a deed if the Crown accepts the Owners' offer in respect of any of the Special Land. Also recorded in that deed will be a clear statement that the use of the Special Land will be at no cost to the Owners of the Relevant Land and that such rights and use will exist in perpetuity and benefit future owners of the Relevant Land.
 - A requirement for the Owners' prior written approval to the grant of any concessions over the Special Land, will be recorded in the deed if the Crown accepts the Owners' offer in respect of any of the Special Land. The approval of the Owners shall not be unreasonably withheld. By way of illustration, the Owners would regard the following concessions as inappropriate: horseback riding on the river banks (due to the impact on the native flora and fauna and the trout population), commercial eeling (due to the impact on stocks for local iwi) and jet boating (due to noise and the impact on native flora and fauna).
 - Where the sale of Poronui Station involves sale of the Relevant Land, the Owners may assign this agreement in principle (and any contract resulting from the Crown accepting the Owners' offer of the Special Land) to the purchaser of the Relevant Land.
- 2 The Owners note that if the offer is accepted by the Crown, the Crown will undertake a survey, if required, to identify the relevant Special Land.



PORONUI STATION
NEW ZEALAND

- 3 Please confirm your agreement in principle by signing the acknowledgment of this letter.

RECEIVED 12 FEB 2007

Yours faithfully

SIGNED

s9(2)(a)

s9(2)(a)

For and on behalf of the Owners – Poronui Station Limited / Poronui Ranch Limited

Receipt of the offer confirmed

Minister of Finance

Date:

Receipt of the offer confirmed

Minister of Land Information

Date:

Annexure D

Public Access Policy

Released under the Official Information Act



PUBLIC ACCESS TO PORONUI

The good news is, you don't have to be a paying guest to visit Poronui Ranch and Poronui Station. Poronui borders on the Kaimanawa Forest Park, a popular tramping (hiking) destination. We provide public access to the Park through a marked route winding its way through the valley, ending in the Forest Park near the Mohaka River and the Oamaru Hut (see illustration above).

Tramping Access:

Kaimanawa Forest Park is accessible via a walking route through Poronui Station. A public carpark is provided at the end of the public road into the property, after which a poled route from the end of Taharua Road to the Mohaka River provides walking access through Poronui to the Oamaru Valley. The walk from the Poronui Gate carpark to the Oamaru Hut takes approximately 4 hours.

[Click here to download a higher resolution version of the map above](#) (PDF format)

As a condition of access absolutely no hunting or fishing is allowed and hunters should remove rifle bolts. Please note that Hunting permits from the Department of Conservation confer no right of access across private land.

Fishing Access:

Access provided on request and subject to farm and forestry operations.

To request access to Poronui Ranch, please contact:

9(2)(a)

PLEASE NOTE:

It is essential that visitors seeking access, other than provided by the "Poled Route", gain permission from us before departure. Poronui is a working property, and for safety reasons it is important that we know where all visitors are at any given time.

Poronui Access FAQ: [Click to download PDF](#)




PORONUI STATION
NEW ZEALAND

FAQ – ACCESS TO PORONUI STATION

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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:

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Mobile:
Fax:
Email:

Mail: P.O Box 9361
Hamilton

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

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

No

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



PORONUI STATION
NEW ZEALAND

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.

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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.

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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.




PORONUI STATION
NEW ZEALAND

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 17, 2006