DEED

between

WESTERVELT SPORTING LODGES (NZ) LIMITED

and

Released under the Official HER MAJESTY THE QUEEN ACTING THROUGH THE DIRECTOR



day of

2007

BETWEEN

WESTERVELT SPORTING LODGES (NZ) LIMITED (Westervelt)

AND

HER MAJESTY THE QUEEN ACTING THROUGH THE DIRECTOR GENERAL OF CONSERVATION (Crown)

BACKGROUND

- A. Westervelt is or is about to become the registered proprietor of the Land.
- B. Westervelt purchased the Land from Poronui. This purchase was subject to compliance with the provisions of the Overseas Investment Act 2005 and that Act's regulations (the Overseas Investment Regime) and obtaining consent to the transaction in terms of the Overseas Investment Regime.
- C. As part of the Overseas Investment Regime, Poronui was required to offer to the Crown parts of the Taharua and Mohaka Rivers which form part of the property formerly owned by Poronui.
- D. The Crown has accepted Poronui's offer to acquire both parts of the rivers as contained in the Notice of Intention to Offer from Poronui to the Crown dated 13 December 2006.
- E. The Acquired Rivers are those areas generally shown marked blue on the Plan and the acquisition is subject to the Crown entering into this deed.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this deed unless the context otherwise requires:

1.1 Definitions:

Acquired Rivers means these parts of the Taharua and Mohaka Rivers shown marked blue on the Plan;

Concessions means the grant of any right or licence to any person to carry out any activity by that person or other persons;

Crown means Her Majesty the Queen acting through the Director General of Conservation;

Land means the Land described in the Land Schedule:

Plan means the Plan annexed to this deed showing the parts of the Taharua and Mohaka Rivers which have been vested in the Crown by Poronui:

Poronui means Poronui Station Limited and Poronui Ranch Limited; and

Westervelt means Westervelt Sporting Lodges (NZ) Limited.

- 1.2 Clauses: references to clauses are references to clauses in this deed;
- 1.3 Defined Expressions: expressions defined in the main body of this deed or in the background have the defined meaning in the whole of this deed including the background;
- Headings: section, clause and other headings are for ease of reference only and do not form any part of the context or effect of this deed's interpretation;
- 1.5 Parties: references to parties are references to the parties to this deed and include their successors and assigns and in respect of the Land include a transferee or transferees of any part or parts of that Land; and
- 1.6 Persons: references to persons shall be deemed to include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal entity; and
- 1.7 Plural and Singular: singular words include the plural and vice versa.

2. CONTINUED RIGHT OF ACCESS

- 2.1 The Crown agrees that Westervelt shall have the right of access to, and the use of the Acquired Rivers for any purpose associated with Westervelt's ordinary use of the Land from time to time.
- 2.2 For the purpose of clause 2.1 the meaning of the phrase "ordinary use of the Land" is the same use as Poronui had over the Acquired Rivers prior to the transfer of those Acquired Rivers to the Crown.
- 2.3 Clause 2.1 is subject only to restrictions imposed by statute and such right will be otherwise in perpetuity.
- 2.4 The rights granted under clause 2.1 shall be at no cost to Westervelt and are to run with the Land in perpetuity.

3. CONCESSIONS OVER ACQUIRED RIVERS

- The Crown agrees that the Crown will not grant any Concessions over the Acquired Rivers without first obtaining the prior written approval of Westervelt to the grant of any such Concession provided however the approval of Westervelt shall not be unreasonably withheld for appropriate activities.
- The parties agree by way of illustration (but without limitation) that the following activities will not be appropriate for the granting of Concessions along or on the Acquired Rivers:
 - 3.2.1 horseback riding on the riverbanks;
 - 3.2.2 commercial eeling; and
 - 3.2.3 jetboating.

3.3 The reason that the above activities are not appropriate is that they may have an adverse impact on one or more of the native flora and fauna, trout population, noise and in the case of eeling, impact on stocks for local iwi and the business activities and operations of Westervelt carried out on the Land.

4. COSTS

Each party shall pay that party's own legal costs of and related to the preparation and execution of this deed.

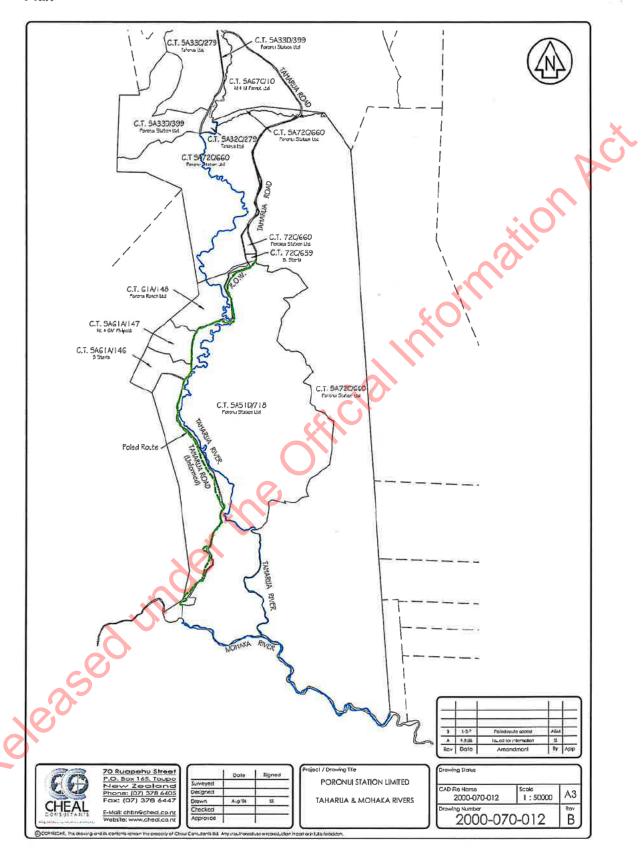
Executed as a deed.

SIGNED by WESTERVELT SPORTING LODGES (NZ) LIMITED by:	Mas
	%O
Full name of director	Signature of director
Full name of director	Signature of director
SIGNED for and on behalf of HER MAJESTY THE QUEEN by (
in the presence of:	
Witness (Print name)	
Witness Signature	
Witness Occupation	
Place of Residence	

LAND SCHEDULE

Certificate of Title Identifier	Legal Description	Area (hectares)	
SA72C/660	Lot 2 DPS 92043 and Lots 1-11 DPS 90725 and Sections 1-10 SO Plan 59342	3808.8861	2
SA33D/399	Lot 1 and Lot 3 DPS 37101	279.3280	-
SA51D/718	Part Lot 1 and Lot 2 DPS 37097	2240.2200	المال
SA61A/148	Lot 3 DPS 76728	121.0000	
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Plan



Attachment 4

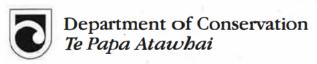
Summary of Key Changes since 1 September 2007

Released under the Official Information Act

Key changes to the original application

Issue	Current legal position	Proposed legal position as at February 2007
Access to fish	No legal rights to access the Taharua. Existing access via road reserve to Mohaka.	Permanent legal right to access the Taharua River. Existing access via road reserve to Mohaka plus ability to access Mohaka by walking along the Taharua riverbed. The Public Access Policy will allow anglers to use the tops of the riverbanks to gain better visibility to spot trout and, where necessary, to negotiate around deep water and obstructions in the riverbed without creating a legal right to do so and without limiting Westervelt's right to issue trespass notices against those who abuse the privilege and wander over the Property at will.
Fishing	Private property. No legal rights.	80% (est.) of fishable area of both rivers through the Property now accessible.
Access points from poled route to rivers	1 (road reserve offering access to Mohaka)	4 (including road reserve allowing access to Mohaka).
Public Access Policy ¹	Owners are committed to the Public Access Policy and in the last 24 months have not turned down any requests from the public to access the Property.	Westervelt remains committed to Property's Public Access Policy. Westervelt and Fish & Game will jointly promote the use of as-of-right and on-request routes. In particular, anglers will have an expectation to be able to use the on-request access routes unless operational requirements make it too dangerous.
Rivers	River beds privately owned	Riverbeds of Taharua and Mohaka gifted to the Crown.
Small scaled skinks	No protection	Management agreement with DoC
Beech Forest	Protection of beech forest controlled by the Department of Conservation.	Conservation covenant to be executed under which Westervelt will pay the costs of survey
Poled Route	Paper road	Easement in perpetuity: Westervelt will pay costs of survey

¹ See tab 16 of the Application.



Name:

 $Mr^{9(2)(a)}$

Organisation:

Address:

File No:

PAL 11.01.06

Fax Number:

(09) 442 4427

Date:

11.11.08

From:

Dave Lumley

No. of Pages: Two

(including cover sheet)

Statement of Confidentiality

The information contained in this and any attached pages is intended to be for the use of the addressee named on this transmittal sheet. If you are not the addressee, note that any disclosure, photocopying, distribution or use of the contents of this faxed information is prohibited. If you have received this facsimile in error, please notify us by telephone (collect) on 0-7-386 8607 immediately so that we can arrange for the retrieval of the original document(s) at no cost to you.

Dear 9(2)(a)

MOUNTAIN BIKING - PORONUI POLED ROUTE

The Department of Conservation has been contacted by representatives of the owners of Poronui Station regarding a recent mountain biking trip along the Poronui Poled Route.

The Poronui Poled Route is generally available as walking access only because several sections of the route deviate from the legal unformed road (for practical access reasons) and cross private land.

The Department understands that Poronui does allow some use by mountain bikers of the poled route, but that such access is by way of prior agreement only and is not available to hunters.

I have attached for your information a copy of the Fish and Game route guide at the start of the poled route.

I hope that his clarifies the situation for you, however should you require further information please contact me.

Yours sincerely

Dave Lumley

Area Manager - Tongariro Taupo Area

::ODMA\DME-MSE\DOCDM-368953

Tongariro/Taupo Conservancy Turanga Place, Turangi 3334 Ph: 07 386 8607 Fax 07 386 7086

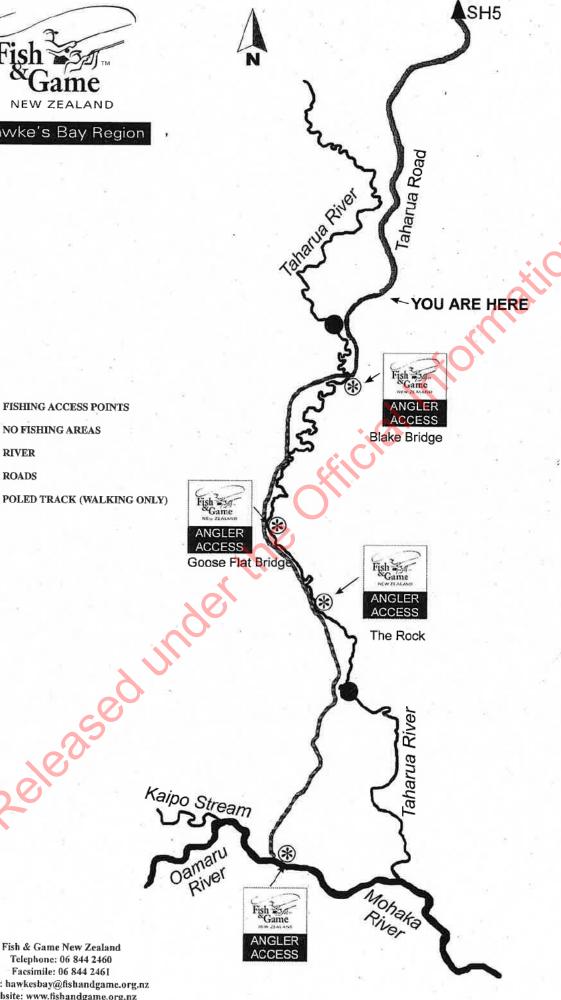


Hawke's Bay Region

FISHING ACCESS POINTS

NO FISHING AREAS

RIVER ROADS



Fish & Game New Zealand Telephone: 06 844 2460 Facsimile: 06 844 2461

Email: hawkesbay@fishandgame.org.nz Website: www.fishandgame.org.nz 0800 LICENCE 0800 POACHING

File Pal 11-01.06.

Dave Lumley

From:

9(2)(a)

Sent:

Thursday, 2 October 2008 3:41 p.m.

To:

Dave Lumley

Subject: FW: Taharua sign

Hi Dave

Good to catch up last week.

We are a bit slow off the mark with this! Will be putting the sign up tomorrow after a few false starts!!

Cheers



From: dlumley@doc.govt.nz [mailto:dlumley@doc.govt.nz]

Sent: 20 December 2007 12:13

To: 9(2)(a)

Subject: RE: Taharua sign

s9(2)(a)

Yep fine with me - I assume that Poronui is okay with the wording?

Out of Scope

Cheers Dave.

From: 9(2)(a)

Sent: Thursday, 20 December 2007 11:33 a.m.

To: Dave Lumley Subject: Taharua sign Importance: High

Hi Dave

Longtime no see...hope all is well in your world at the moment.

With the recent improvements to anglers access through Poronui Station we are keen to put a sign up at the carpark near Helisika advising people on where the access is. We have access signs down in the river itself, through the station, but need to put one up at the start of the poled route. What we are proposing is as per the attached file. It is a spray masked sign on powercoated alloy...same technology as your signs. It will go onto 100*100 posts painted white. The sign is 1200 high by 800 wide. I would put it close to the existing signs that you guys have there.

Can you please confirm this is ok as I want to try and come through on Monday next week to put it up...short notice I know!

Cheers



9(2)(a)
Senior Fish and Game Officer
Fish and Game New Zealand
PO Box 7345

Taradale

Napier 9(2)(a)

www.fishandgame.org.nz

Attention:

This e-mail (and attachments) is confidential and may be legally privileged.

Leleased under the

PAL 11-01-06

Sharon Wraight

From:

9(2)(a)

Sent:

Tuesday, 15 June 2010 11:32 a.m.

To:

Paul Green

Cc:

Dave Lumley; Murray Cleaver

Subject:

Poronui: 0811 Draft Easement instrument

Attachments: 0811 Draft Easement instrument.pdf

Hi Paul, hope everything is good with you.

Just wondered if you could help me or point me in the direction of someone who could perhaps provide advice. There 91

As you are aware the major issue we have is hunters using the public easement to access Poronui which they then poach. The poaching issue just gets worse and I am really concerned that we are going to end up with a major incident at some time.

I was reviewing the easement instrument which grants the easement in favour of DoC as the agent of the crown. Any person who uses the easement must remove the bolt from their firearm. We are aware that not all hunters do this. Are you aware what penalties they are for failing to comply with this requirement. Can they be prosecuted or prevented from using the easement? Presumerably there are some teeth otherwise there would be no point in having conditions.

It would be great if we could work out a way to put pressure on the people abusing the access easement.

Appreciate any help!!!

Cheers 9(2)(a)





Approved by Registra - CorRA finder No. 2007/6225

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

Sections	90A and	90F,	Land	Transfer	Act	1952

	Sections 90A and 90F, I	Land Transfer Act 1952	
l and variation district	0.0	St-Genera C	

Land registration di	strict		Approval C	BARCODE
SOUTH AUCKLA	ND		AOLS:	
Grantor		Sun	name(s) must b	e <u>underlined</u> or in CAPITALS.
WESTERVELT SP	ORTING LODGES	S (NZ) LIMITED		
Grantee		Surr	name(s) must b	e <u>underlined</u> or in CAPITALS.
HER MAJESTY T	HE QUEEN acting t	through the Director Ger	neral of Conse	rvation
Grant* of easement	or profit à prendre o	or creation or covenant		
Grantee (and, if so	stated, in gross) the	easement(s) or profit(s) à	prendre set ou	n Schedule A, grants to the ut in Schedule A, or creates as set out in the Annexure
Dated this	day of	2008		
Attestation		•	(O)	
Signature [commo	n seal] of Grantor	Signed in my present Signature of witness Witness to complete in Witness name Occupation Address		ntor s (unless legibly printed)
Signature (commo		Signed in my presen Signature of witness Witness to complete in Witness name Occupation Address		s (unless legibly printed)
Signature [commo	n seal] of Grantee		N N	

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

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used. REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY





	Dated		Page 1 of 12 pages
Schedule A		(Continue in additional A	nnexure 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)
Pedestrian Right of Way	404707		In gross
	ACDEHINORSV	SA 51D/718	
	BF	SA 61A/148	10,
	GJKLMPQTUWX YZAA	SA 51D/718	War.
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Easements or <i>profits à pr</i> ìghts and powers (includ	ing	Delete phrases in [] a. number as required. Continue in additional i required.	nd insert memorandum Annexure Schedule if
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Annexure Schedule

"Mortgage", "Transfer", "Lease" etc	

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Easement	Dated	Page	2	of	12	Pages

(Continue in additional Annexure Schedule, if required.)

1. 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 A to AA inclusive on DP 404707 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 Grantor'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) (4) 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 performed in a proper and workmanlike manner. The Grantee, however, will be responsible to repair all damage (at its cost) that may be caused by the negligent or

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

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Ease	Easement		Date	d [Page 3	of 12 Pages
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	ь.	respo autho		enance must mee	t any associated re	equirements o	of the local
2.	Term	of Gran	t				* 0
					nent shall apply in p surrendered and/o		
3.	Addit	tional ter	rms and conditi	ons		· - 7	
	The p	arties ag	ree that the follo	wing terms and c	onditions shall app	ly in relation	to the easement
	(a)	The p		time to time by a	greement close the	stipulated ar	rea (or any part
	(b)	reaso part ti (or pa risk), preve reaso	nably necessary hereof), or impos art thereof) for rea as a fire protection ant the spread of an that may be re	(acting reasonable cor asons of health a on mechanism, fo harmful biologica levant to the ope	antor may for such oly) restrict access to ditions on any person safety (e.g high or environmental produced in the land for carried out on the second of the land for the second in the	to the stipular son using the winds, floods otection purp emoval), or for the busines	ted area (or any e stipulated area ed rivers, fire loses (e.g. to or any other es (being the
	(c)	No pe	erson shall:	0			
4 1		(i)	light any fire o	on the rights of wa	ay;		
		(ii)			way or any part of ment between the		way that are for
		(iii)	discharge or s way;	shoot any firearm	across, on or withi	in 100 metres	s of the rights of
. ·		(iv)	that is a noxid	ous plan in the dis	crop, pasture, tree strict or area within nt to the rights of w	which the rig	
	S	(v)	lay any poisor	n or set any snar	e or trap on or adja	cent to the rig	ghts of way;
5	S,	(vi)	bridge, shelte		h any pole, marker amenity on or adja		
		(vii)	wilfully interfe		any livestock being	g pastured or	n or adjacent to

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.

Annexure Schedule

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

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Easement	Dated Page 4 of 12 Pages
	(Continue in additional Annexure Schedule, if required.)
	(viii) wilfully endanger, disturb or annoy any user of the rights of way;
	(ix) unless permitted by the Grantor take or have in their charge on the right of wa
	(x) prevent or interfere with the Grantor's normal farming activities.
(d)	Any persons bearing firearms near the stipulated area must remove all bolts from any firearms.
(e)	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.
(f)	To the extent permissible at law, nothing expressed or implied in this easement will confer any liability on the Grantor with respect to any costs, damages, fines, penalties, loss or expense incurred or suffered by any person:
	(i) in connection with the use of the easement facility; and/or
	(ii) to the extent that any negligent or reckless act or omission on the part of any such person contributed to such costs, damages, fines, penalties, loss or expense incurred or suffered, including any failure to comply with any reasonable instructions, conditions of access, or notices provided to such person, whether written or verbal,
= 9	Provided in each case that:
	(iii) the Grantor takes all practicable steps to ensure that no hazard that is or arises on or around the stipulated area harms any person; and
	(iv) the Grantor erects and displays such notices on the stipulated area or on the servient land (in addition to any such notices erected or displayed by the Grantee) as may be reasonably necessary to protect the safety of the public.
4. Varia	tion or surrender of easement
admin of this the Ro Gover the lar under	arties acknowledge that the paper road contiguous to the stipulated course (the Road) is istered by the Taupo District Council. The parties agree that if, at any time during the term instrument, the Taupo District Council (or any relevant authority acting in its place) closes and such Road is offered-back to the Grantor in accordance with the Local roment Act 2004 (or any Act in substitution of that Act) and the Grantor receives the title found currently forming the Road then the Grantor shall, if possible, vary the stipulated course this instrument to include the land currently forming that part of the Road which forms part Poled Access Route.

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.

Annexure Schedule

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

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Easement	Dated	Page	5	of	12	Pages

(Continue in additional Annexure Schedule, if required.)

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 the stipulated course shall be amended to incorporate that part of the Road which forms part of the Poled Access Route.

For the avoidance of doubt, the new easement would incorporate the entire Poled Access Route, including that part of the Road forming part of the Poled Access Route, as well as that part of the servient land adjoining the Road that is currently marked by poles and used for public access on an informal basis where the Road is impassable due to the terrain of certain parts of the Road, and the 3 access paths from the Poled Access Route to the Taharua River.

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

5. River Right

The parties agree that part of the consideration for the granting of this easement by the Grantor to the Grantee is the reservation by the Grantee to the Grantor (including the Grantor's successors and assigns) of certain rights over the Taharua and Mohaka Rivers as contained in a deed (a copy of which is annexed to this instrument).

Review

The parties agree that the provisions and operation of the rights and powers granted under this Easement and the Public Access Policy shall be reviewed in accordance with this clause 6 on the second anniversary of the date of this Easement and thereafter at intervals of 10 years as follows:

- (a) Clause 2 (Term) of this easement shall not be subject to review.
- (b) The review shall be conducted between the Grantor and the New Zealand Fish and Game Council (Fish & Game) or such other entity as the Grantee may from time to time nominate and notify in writing to the Grantor, through each party's authorised representative. The review shall focus on the operation of the rights and powers granted under this easement and under the Grantor's Public Access Policy as noted on the Grantor's website from time to time (Policy) and in particular (but without limitation) to:
 - any difficulties that have occurred such as increases in nuisance activity, trespasses, poaching, litter, wilful damage or the such like;
 - (ii) increases in erosion arising from additional foot traffic or the public use of the easement facility; and

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.

Annexure Schedule

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

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Ease	ment		Dated	3	Page	6 of 1	2 Pages
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	- 1	(iii)	any other adverse eff on the servient land the rights and powers	fects to the service arising since the	ent land or the oper date of this easem	ration of the ent and res	business
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6.	(d)	Grant	the Grantee has approvee agree to enter into a (as appropriate) record	variation of this e	asement instrumer	nt or Public	
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Annexure Schedule

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



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Easement	Dated	Page	7	of	12	Pages

(Continue in additional Annexure Schedule, if required.)

7. Privacy

The Grantee to the best of its ability shall ensure that the public using the easement facility will not go onto the servient land outside of the boundaries of the easement facility and in particular the Grantee will use its best endeavours to ensure that the public do not walk on the Exclusion Zones being those areas of the servient land along the Taharua River between the co-ordinates set out in the Exclusion Zone Co-ordinate Schedule.

Exclusion Zone Co-ordinate Schedule

House Exclusion Zone (approx 1km in straight line)

Start

S 39 03.349 E 176 17.585

Ends

S 39 02.766 E 176 17.267

Lodge Exclusion Zone (approx 250m in a straight line)

Start

S 39 00.346 E 176 17.227

Ends

S 39 00.252 E 176 17.089.

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.

Annexure Schedule

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	40.LS.
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Annexure Schedule





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	03		eans the grant by that person or other		ny right or licence	to any per	rson to carry o	ut any

Poronui means Poronui Station Limited and Poronui Ranch Limited; and

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.

Plan means the Plan annexed to this deed showing the parts of the Taharua and Mohaka Rivers which have been vested in the Crown by Poronui;

Annexure Schedule

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

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Dated	Pag	e 10	of	12	Pages	

(Continue in additional Annexure Schedule, if required.)

Westervelt means Westervelt Sporting Lodges (NZ) Limited.

- 1.2 Clauses: references to clauses are references to clauses in this deed;
- 1.3 **Defined Expressions:** expressions defined in the main body of this deed or in the background have the defined meaning in the whole of this deed including the background;
- 1.4 Headings: section, clause and other headings are for ease of reference only and do not form any part of the context or effect of this deed's interpretation;
- 1.5 Parties: references to parties are references to the parties to this deed and include their successors and assigns and in respect of the Land include a transferee or transferees of any part or parts of that Land; and
- 1.6 Persons: references to persons shall be deemed to include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal entity; and
- 1.7 Plural and Singular: singular words include the plural and vice versa.

2. CONTINUED RIGHT OF ACCESS

- 2.1 The Crown agrees that Westervelt shall have the right of access to, and the use of the Acquired Rivers for any purpose associated with Westervelt's ordinary use of the Land from time to time.
- 2.2 For the purpose of clause 2.1 the meaning of the phrase "ordinary use of the Land" is the same use as Poronui had over the Acquired Rivers prior to the transfer of those Acquired Rivers to the Crown.
- 2.3 Clause 2.1 is subject only to restrictions imposed by statute and such right will be otherwise in perpetuity.
- 2.4 The rights granted under clause 2.1 shall be at no cost to Westervelt and are to run with the Land in perpetuity.

3. LICENCES OVER ACQUIRED RIVERS

- 3.1 The Crown agrees that the Crown will not grant any Licences over the Acquired Rivers without first obtaining the prior written approval of Westervelt to the grant of any such Licence provided however the approval of Westervelt shall not be unreasonably withheld for appropriate activities.
- The parties agree by way of illustration (but without limitation) that the following activities will not be appropriate for the granting of Licences over the Acquired Rivers:
 - 3.2.1 horseback riding on the beds of the Acquired Rivers;

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", "Lease" etc



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

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Item 30

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Ficial

Sharon Wraight

PAL-11-01-05-01

From:

9(2)(a)

Sent:

Tuesday, 7 December 2010 8:48 a.m.

To:

9(2)(a)

Subject:

Poronui public access issues

Attachments: Slevel4.3L_10120707330.pdf

fyi

Yours sincerely

Gavin Rodley Private Secretary for Conservation Office of the Hon Kate Wilkinson Telephone s9(2)(a) (direct dial)

Facsimile: 9(2)(a)

Mobile: 9(2)(a)

From: Gavin Rodley (MIN)

Sent: Tuesday, 7 December 2010 8:47 am

To 9(2)(a)

Subject: Poronui public access issues

Copy for your information - letter posted to 9(2)(a) today.

Yours sincerely

Gavin Rodley

Private Secretary for Conservation Office of the Hon Kate Wilkinson

Telephone: s9(2)(a) (direct dial)

Facsimile: s9(2)(a)

Mobile: 9(2)(a)



Office of Hon Kate Wilkinson

Minister of Conservation Minister of Labour Minister for Food Safety

Associate Minister of Immigration

- 6 DEC 7010

s9(2)(a)

The Westervelt Company PO Box 48999 Tuscaloosa Alabama 35404-8999 USA

Dea_9(2)(a)

Thank you for your letter of 8 November 2010 concerning Poronui public access issues.

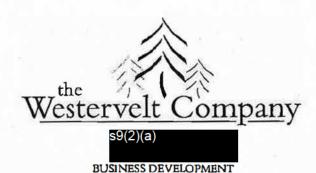
The Department of Conservation is appreciative of Poronui Station's assistance with the provision of guaranteed public access through its property to Kaimanawa Forest Park.

I understand that staff from the Taupo-nui-a-Tia Area Office have been discussing the illegal hunting issues occurring on Poronui with 9(2)(a) the policy of the Poronui access as they administer the public road sections of this route.

The department takes illegal hunting after dark seriously and I have asked it to convene a meeting involving the Police, Taupo District Council and Poronui to discuss this issue with a view to finding some solutions. I expect that they will contact 9(2)(a) prior to Christmas.

Yours sincerely

Hon Kate Wilkinson Minister of Conservation



Ref: P7 02

8 November 2010

Hon Kate Wilkinson
Minister of Conservation
Parliament Buildings
WELLINGTON
NEW ZEALAND

PORONUI PUBLIC ACCESS ISSUES

Dear Minister

When The Westervelt Company purchased Poronui Station in 2007 it agreed to the formation of an access easement in favour of the Department of Conservation, through the property to the Mohaka River. The easement provides a guaranteed public access to Kaimanawa Conservation land in perpetuity.

While Westervelt was happy to provide access to the general public a number of concerns were raised at the time of purchase. The primary issue was the risk posed by hunters using the easement as a means of gaining access to Poronui; at which point they then could trespass on private land. In the three years since the purchase this issue has become a major problem. These illegal hunters take mature trophy animals or indiscriminately shoot young animals for meat. In doing so these individuals have a major impact on our tourist hunting business as well as putting staff at risk as they respond to poaching incidents, often after dark.

Within reason we are working diligently to prevent trespassing and poaching, however, the existence of the easement makes it very difficult. The easement provides hunters with the legal right to move through the centre of our property. When we do successfully apprehend poachers, it is our perception that the courts consider these offences trivial and only minor penalties are imposed. This outcome is very perplexing to the Westervelt Company as we are very aware of the risk posed by individuals carrying out illegal activities with firearms.

We are aware that there is continued interest within New Zealand in providing public access across private land such as the easement at Poronui. We understand the desire to reach conservation assets across your beautiful country. Our experience over the last three years would suggest that any future arrangements could be fraught with risks. It is very unlikely that any landowner would voluntarily consider the provision of public access across their property

having knowledge of the resulting risks and hassles that could occur. We believe that the problems caused by illegal hunters has a significance outside the boundaries of Poronui.

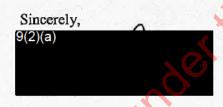
We write to both inform you of the difficulties being experienced as well to ask for your support in developing a solution. Our country manager, (2)(a), has been very active in enforcing the rules and seeking resolution to this ongoing concern. The staff of the Tongariro/Taupo Conservancy have been supportive but are also struggling to identify a solution that will make a significant and lasting difference.

I should note that the majority of the public using the easement cause no problem at all. Our staff at Poronui has a good relationship with the public, often providing individuals with rides or information. We also support a wide range of Department of Conservation projects including the annual summer program, protection and research into the threatened small scaled skink, and provide vehicle access for the department to manage the Kaimanawa conservation area.

We are happy to do what is right and very proud of our holdings at Poronui but we need your assistance.

We were told during the OIO process that if we experienced issues with the easement / poled route we should advise the government so a solution could hopefully be identified.

We appreciate your assistance with this serious matter and would be very pleased to meet with you or departmental officers to develop a solution.



CC

9(2)(a)

Item 31 - Circulate & staff & acastion



CHART)

Date:

16 May 2011

File:

PAL 11-01-06

Subject:

Meeting with East Taupo Lands Trust

Today I was finally able to meet with the East Taupo Lands Trust regarding seeking some clarification around their letter of 18 March advising that public access rights to all East Taupo Lands had been withdrawn.

Key points to come out of the meeting were:

- The Department (through TNAT Area) still has a relationship with the Trust and they would be willing to reconsider public access if the Department was able to pay on behalf of the public (the Trust are not interested in operating their own pay permit system).
- 2. The Trust will not be putting out a media advisory regarding this change of policy.
- 3. Public access enquiries are to be referred to The Secretary, East Taupo Lands Trust not Tongariro Aviation, (the Trusts licensee)
- 4. The Trust have received complaints from Tongariro Aviation regarding some safety incidents involving trampers/hunters on East Taupo Lands disrupting their fly-in hunting operations and asked me for my comment on this issue. I replied that on the 3 main access routes which the Department has advocated for, for continued public access i.e. Kiko Road end Ngapuketurua Cascade, Poronui Mohaka River, Oamaru Hut and Waipakihi Ignimbrite Saddle Ngapuketurua, safety issues and disruption of East Taupo Lands hunting operations are virtually non existent.

On behalf of the Department I undertook that we would

- Alter our website to reflect 3 above
- Alter our track entrance signs to delete reference to the permit system and Air Charter.
- Alter our boundary signs to read Private Land. No Entry. East Taupo Lands Trust
- Write to East Taupo Lands Trust seeking authority to continue to access the Runanga Blocks (via Rangitaiki Conservation Area) and the Poronui – Oamaru Hut route for management purposes.

Dave Lumley Taupo-nui-a-Tia Area Manager

Docdm-747114

Item 32

Dave Lumley

To:

Damian Coutts; Mark Davies; Kim Turia

Subject: FW: Easement Signs

FYI

Murray coninues to do a good job here as our first point of contact on operational matters with (2)(a)

Cheers Dave

From: Murray Cleaver

Sent: Thursday, 18 August 2011 10:07 a.m.

To-9(2)(a)

Slee; Dave Lumley
Subject: RE: Easement Signs

H 9(2)(a)

Out of Scope

I assume you are talking about the whole route through Poronui and not just the new easement bits.

As it stands now there is clear signage at the gate entrance and at the Mohaka end, clearly spelling out the conditions and showing the route. We recently amended both signs by adding "rifles unloaded" to the "Remove bolts from rifles" condition. We have not added any new signs with this information.

One concern I have at the moment is that the electronic gate is currently being left open for the logging trucks which means hunters would miss seeing the sign because they wouldn't be using the normal way of gaining access through the gate which is where the sign is. Maybe we need another sign to cover this situation.

About a year ago we placed a new direction new by the bridge over the Taharua, guiding people in that direction.

We recently cleared vegetation (manuka) away from marker poles.

I believe the poled route through Poronui is clear and obvious enough to follow, without getting lost or confused. (One key direction pole at the junction of Duck Pond Road has been recently knocked over and broken by a vehicle and needs replacing.)

As to where the easement is, if we are talking about the true easement, that is where the route deviates from the paper road, we are trying to clarify that at the moment. I have had some aerial images done with the easement sections and paper road overlaid on the image, with GPS waypoints on the start and finish points.

So my answer to the questions is, I believe there is sufficient signage and markers (accept at the gate when its open) to ensure the public have no doubt regarding access conditions and route direction.

However if Westervelt feels there could be an improvement, we are happy to dicuss.

I hope this helps.

I am organising our meeting for early next month and Damian and Mike Bodie our solictor will be attending. The meeting date is still to be finialized.

Regards Murray Cleaver Taupo Field Centre Supervisor Department of Conservation

9(2)(a)

From: 9(2)(a)

Sent: Thursday, 18 August 2011 3:58 a.m.

To: Murray Cleaver **Subject:** Easement Signs

Hi Murray, Out of Scope

One question I have been asked is whether DoC have been able to put up any signs, markers etc to ensure that the public are aware beyond any doubt of the conditions that apply to the easement and where it is. If you can clarify that it would be very useful.

)Thanks 9(2)(a)



Post PO Box 1941, Taupo, New Zealand

Web w

PO Box 1941, Taupo, New Zealand www.westervelt.com

ILLEGAL HUNTING ON PORONUI

A few selfish individuals are knowingly breaking the law by illegally shooting deer on Poronui Station despite the fact their actions could well impact on the wider population of hunters. Poronui management is enlisting the support of the local police and the Department of Conservation to assist in bringing an end this illegal hunting.

Poronui Station, a 6500 ha property was purchased in 2007 by an American company, Westervelt, with special conditions of purchase negotiated with the crown under the "Overseas Investment Act 2005." One condition was fishing access to the Taharua and Mohaka and another being the forming of a legal easement in the over parts of the existing marked route that were not already a legal or paper road. This easement provides access to the Kaimanawa Forest Park which boarders the western boundary of Poronui. As well as farming and forestry, guided hunting and fishing is undertaken, with Poronui being one of the countries most exclusive hunting and fishing lodges.

The original and only legal release of Sika deer in NZ was undertaken on the edge of the property at Merrylees clearing in 1905 and today, wild Sika roam freely on the property using the scrub and exotic forests as cover. The guided hunting of these deer is an important part, but not a large part, of Poronui's business.

And here lies the problem. These free range deer do very well here and many world class trophy heads are produced and because of this, a small group of selfish hunters sneak off the clearly marked poled route or access the property from the Kaimanawa Forest Park, to illegally target these animals either as meat animals or trophies. Let us make no mistake, this illegal hunting is premeditated, has intent and is undertaken well off poled route. At the extreme end, these so called hunters are dressed in full camo with face masks and use suppressed rifles. They are kilometers off the easement, even setting up camp within the property. They spotlight and kill animals almost for the sake of it, often not even taking the meat. Some seem intent on building a collection of illegally gained trophies, even hunting the high fenced game estate area, no doubt pretending they have shot them legally on public land.

It is time to realize that all hunters are being affected by the actions of these irresponsible and selfish individuals. Access to landlocked conservation land is an issue which limits the areas hunters have access to. The legal easement through Poronui is an example of a solution that could be extended to other areas of New Zealand and the public are fortunate at this stage, to have a landowner that has been helpful and supportive of public access. If this access arrangement doesn't work, it is hard to see it being accepted by other landowners in other parts of New Zealand and it would be disappointing if the current Poronui access conditions were reviewed.

Poronui makes conscious decisions to manage the land in a way that benefits deer and it is important to understand the benefit these Poronui deer have for the responsible hunter. Poronui is involved in radio tracking studies of live deer and the early results have shown us that some of the stags are leaving the property during the rut and travelling as far as 17 kms and on to public land such as the Kaimanawa Forest Park. In this light, it would be sad to see Poronui management frustrated to the extent that they do away with the free range hunting part of their business, remove the exotic forests and return much of the property back to pasture.

The Department of Conservation recognizes and promotes deer hunting as a recreation value and is strongly apposed to any irresponsible and illegal hunting that may jeopardize hunting and access arrangements, gives hunters a bad name, or worse, endangers lives.

The NZ Police urges hunters to respect the Arms Code, hunt safely, identify your target and advises when using the easement through Poronui, hunters must:

- Have a current firearms licence.
- Have a current hunting permit. Now available on line. www.huntingpermit.doc
 Permit conditions are clearly listed and include absolutely no spotlighting.
- Have no ammunition in the firearm and the bolt removed.
- Keep to the poled route.

us to deal with breaches of the easement conditions despite the fact that the Crown does not own

the underlying land.

Some of the conditions in the easement may support that approach, in particular the undertaking under Privacy in CI 7 of the easement.

Graeme Goodwin

Senior Land Adviser

Department of Conservation -Te Papa Atawhai

9(2)(a

Conservation for prosperity Tiakina te taiao, kia puawai www.doc.govt.nz

From:

Mike Bodie

Sent:

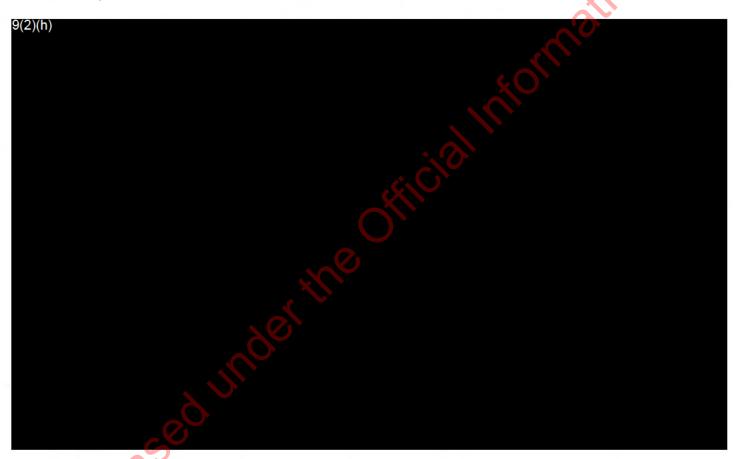
Thursday, 1 September 2011 3:27 p.m.

To:

Graeme Goodwin

Cc: Subject: Murray Cleaver; Kevin Smith Poronui Station Access Easement

Hi Graeme,



Regards,

Mike

<< File: Scan2987.pdf >> << Message: FW: Poronui Easement >> << Message: FW: Message from KMBT_C450 215801540 DOC TURANGI >> << Message: FW: Emailing: 090827 Letter Simpson Grierson re Poronui EAsement.pdf >>

Dave Lumley

From:

Dave Lumley

Sent:

Wednesday, 3 August 2011 8:02 a.m.

To:

Cc:

Damian Coutts; Murray Cleaver

Subject: RE: Poronui Easement Poaching Issues

Hi<mark>9(2)(a)</mark>

I will get back to you as soon as we have more certainty over our legal ability regarding trespassing \$\frac{\sqrt{9}(2)(g)(i)}{2}\$ from the easement. In the interim I certainly appreciate your ongoing frustration with this issue .

Cheers

Ďave Lumlev

Area Manager - Pou Manahere

Department of Conservation - Te Papa Atawhai

9(2)(a)

Taupō-nui-ā-Tia Area Office

From: 9(2)(a)

Sent: Tuesday, 2 August 2011 3:55 p.m.

To: Dave Lumley

Cc: Damian Coutts; Mark Davies

Subject: RE: Poronui Easement Poaching Issues

Hi Grant/Dave, thanks for that. I think the main point it would be good to get clarity around is whether known problem people can be trespassed from the easement. From my perspective this is a targeted approach that avoids general restrictions which interfere with access for the general public. The poaching issue is not unique to this area and I would imagine that if the trespass legislation is available it could be a very effective tool to DoC. It might be a case where it is something that needs to be tried - either way it gets a message across.

I have attached a couple of extra images. The first couple are yet more poachers. Anyone familiar with the problem people in the Taupo area will recognise the rotund figure though unfortunately it is not likely to be clear enough to take a prosecution. The other image is of one of the radio tracked stags participating in the movement research study on Poronui. The stag was shot in the neck and neither head, meat or collar were taken despite it being a young 8. As it would have dropped on the spot with a neck shot it was clearly shot just to annoy and be as much of a nuisance as possible.

I used to feel that we were restricting poaching activity though I now think we have simply changed their behaviour. The casual poacher has largely disappeared but the hard core are if anything going at it harder. They are now taking it more seriously though and trying to avoid detection whereas previously they were very open about what they were doing. I can see that it is only going to get messy and naturally I am very concerned for the safety of staff and clients never mind the impact on the business.

I look forward to a further update and will happily head down to meet with you all to try and advance this matter.

Regards

9(2)(a)



From: Dave Lumley [mailto:dlumley@doc.govt.nz]

Sent: Friday, 29 July 2011 1:55 p.m.

To: 9(2)(a)

Cc: Damian Coutts; Mark Davies

Subject: RE: Poronui Easement Poaching Issues

9(2)(a)

Dave is currently on annul leave at the moment and will return on Monday morning, where I will discuss this matter with him with urgency. Dave will get back to you promptly.

I have been very keen to discuss this issue with you and have left a message on your phone hoping to catch up with you and have continued to ring you during the last couple of days, but unfortunately we have not been able make contact.

As I understand it, you are very keen for the department to issue a trespass notice to hunters using our easement to access Poronui for illegal hunting purposes.

To date the department have

- Undertaken some compliance operation on the easement to check for hunting permits and loaded rifles
- Trimmed vegetation away from marker poles.
- Investigated hunters camped on boundary during roar.
- Removed a hut built close to the boundary.
- Written press releases for a local newspaper and hunting magazine (attachment).
- About to investigate a cut track along the boundary

We will work with you on this and Dave will convey our legal position on this issue as soon as possible. It is time the department way up the legal risk and seriously consider trespassing known offenders. The department takes seriously any breach of hunting permit conditions and are happy to consider posposals from you.

Time to be been seen to be putting the pressure on these known offenders and the department wants to work with you to trespass off Poronui as a good neighbour.

Grant Sim

For

Dave Lumley Area Manager - Pou Manahere Department of Conservation - Te Papa Atawhai

9(2)(a)

Taupō-nui-a-Tia Area Office

Private Bag, Turangi 3353 Turanga Place, Turangi

9(2)(a)

Conservation for prosperity Tiakina te taiao, kia puawai www.doc.govt.nz

From: 9(2)(a)

Sent: Monday, 25 July 2011 9:01 p.m.

To: Dave Lumley Cc: Damian Coutts

Subject: Poronui Easement Poaching Issues

Hi Dave, I just wanted to follow up to determine whether any progress had been made in regards the issue of hunters trespassing from the department's easement onto Poronui. I am conscious that the owners of Poronui raised this issue with the Minister on 8 November 2010. While I am aware that a meeting was held on 5 March 2011 (notes attached) together with NZ Police and TDC, little has changed from a practical point of view and the level of poaching issues we face if anything has increased.

It really is getting beyond a joke. The poaching is directly impacting the business at Poronui as well as threatening the safety of staff and guests. It is evident that the vast majority of poachers are using the easement as a safe haven and a route to access the centre of Poronui where they can dive into the scrub and trespass.

At the meeting of 5 March 2011 we identified the option of trespassing known poachers from the public easement and in doing so cutting off their access route to Poronui. The theory behind this approach was that we would target known offenders and not restrict the majority of generally law abiding hunters who access the Kaimanawas via this route. I am now aware that the department does not want to consider this approach. Given the escalating situation we are facing I would ask if you have developed any other potential solutions that could be applied?

Damien I have copied you on this email as I am conscious that while Paul was familiar with Poronui and the issues you may not be as aware. It is a serious matter. The Westervelt Company have tried hard to be responsible landowners and to support the department wherever possible. It is, however, increasingly difficult to turn the other cheek when there are such significant risks to the business and it staff. I have attached a few random pictures from some of the trail cameras we have in place on the property to give you a flavour for the situation.

I look forward to hearing from you and would be very happy to sit down again to consider what options are available. Damien if you are available some time I would appreciate the opportunity to meet with you.

Regards

9(2)(a)





Post Web PO Box 1941, Taupo, New Zealand www.westervelt.com

Wednesday, 14 September 2011

Notes of meeting Poronui Station Relationship Meeting Taupo Field Centre Tuesday 13 September 2011

In attendance

9(2)(a) Poronui Station

DOC: Damian Coutts, Dave Lumley, Mike Bodie, Murray Cleaver, Mark Davies

Objectives

- General catch up and sharing of information
- General discussion on illegal hunting activities occurring on Poronui Station and breaches by hunters of the conditions of the access easement
- · Agreement on a way forward and actions

General

opened the discussion by back grounding the objectives of the access easement ss Poronui Station to the adjoining Kaimanawa Forest Park (KFP) and where the owners saw this matter. He summarised this as:

- The easement was negotiated in good faith by all parties to give and ensure public access to this sector of KFP
- Owners and management objective is to ensure all users of the easement respect
 the conditions of the use and that they respect the adjoining private land.
- Clarification required of DOC's ability to legally trespass from the poled route

Damian summarised the Departments position:

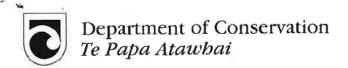
- Value the walking easement as a key access point for the public to KFP
- Value the relationship with Poronui Station
- Want to be a very good neighbour for both KFP and for the easement
- Want to ensure the public using the easement respect the conditions of use and the adjoining private land
- Acknowledges that the easement and public use is a privilege which needs to be respected and valued and willing to work closely with Poronui to better advocate this to hunters

Agreed Actions

Actions	Who	When
1. Discussion with Taupö District Council s9(2)(a)	Dave Lumley	ASAP
s9(2)(a) about the illegal activity occurring off the		

	public unformed road.		
2.	Requesting TDC to appoint both DoC Officers and Poronui Station Manager as agents with authority to trespass persons on the public road if they don't wish to take on this themselves	Dave Lumley	
3.	DoC to clarify legal situation around its ability to appoint DOC as agents to trespass non complying users of the easement. This action has been completed. Refer to Mike's internal memo	Mike Bodie	dior
4.	DoC to further investigate the authority and powers for TDC to delegate to DOC for trespassing on legal roads.	Gorn	
5.	Meet with Steve Bullock Police Area Commander and discuss with him our suggestion that all persons who are caught and prosecuted for illegal hunting on Poronui, have their firearms licences revoked	Dave Lumley Murray Cleaver	ASAP
6.	Brief Steve on proposal for joint operation in February March 2012 and seek his support and commitment of resources.		
7.	Develop a multi tiered media campaign around responsible hunting, hunting access to KFP, the privilege it is through Poronui Station and the need to respect the adjoining private property,	Mark Davies Dave Conley Kim Turia	ASAP kick off the Sika Show in Taupo
	Media campaign to focus local and regional magazines, newspapers, Sika Show, get support from NZDA and Hunters and Habitats. Seek TT Conservation Board support and some		
	key messages.		

	 Develop a joint DOC / Police / Poronui Station Compliance Operational Plan (covert) over a two to three week period late February mid March 2012. 	Murray Cleaver and Toni Twyford	
	Focus will be on both non compliance with easement conditions and on general illegal hunting on Poronui Station.		
9	2. Submit this to Police for support and resources.		
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Internal Correspondence

Our ref:

Your ref:

To:

Mark Davies

From:

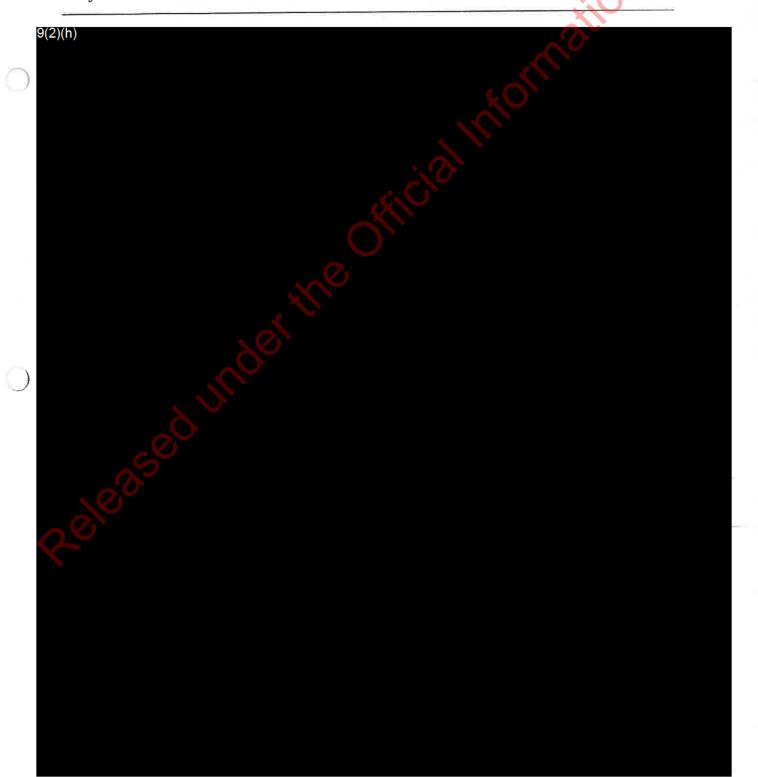
Mike Bodie

Date

19 September 2011

Subject:

PORONUI STATION TRESPASS ISSUES





Dave Lumley

From:

9(2)(a)

Sent:

Tuesday, 20 September 2011 10:24 p.m.

To:

Murray Cleaver; Damian Coutts; Mike Bodie; Dave Lumley; Mark Davies

Subject: RE: Meeting Notes Comments

Thanks Murray, that's good to hear. Be good if we can get something to air. The US company is not big on media publicity but will try and twist a few arms!

9(2)(a)





Weh

PO Box 1941, Taupo, New Zealand

www.westervelt.com

From: Murray Cleaver [mailto:MCLEAVER@doc.govt.nz]

Sent: Tuesday, 20 September 2011 4:18 p.m.

9(2)(a); Damian Coutts; Mike Bodie; Dave Lumley; Mark Davies

Subject: RE: Meeting Notes Comments

Thanks 9(2)(a)

Since the meeting Mike has circulated an internal memo outlining our legal options under the Trespass Act, so we are quite clear now on what we can offer Poronui. Thankyou Mike for clarifying this and getting us to this point. We will deal with the action points outlined by Mark and work towards a joint operation in March if that is still what Poronui want.

Looking forward to seeing you on TV. It will be intersting viewing.

Regards Murray Cleaver Taupo Field Centre Supervisor Department of Conservation

Sent: Tuesday, 20 September 2011 1:56 p.m.

To: Murray Cleaver; Damian Coutts; Mark Day; Mike Bodie; Dave Lumley

Subject: RE: Meeting Notes Comments

Thanks Murray, in relation to the trespass issue my recollection was that we were to start working on some of these other matters while clarifying trespass. I got the feeling that there was a will to give it a go but we just needed to see who was best to be taking that action. Mike seemed to be saving that Poronui had the ability to trespass individuals on the easement which would be great.

I think if we cover off the other matters first it will put us in a more robust position if/when we need to step

up and trespass individuals.

I have had contact with TVNZ as they are looking at a feature on the poaching issue. They would like to get some of the images etc for Poronui as part of this story. The good thing is it would be a general feature looking at a wide range of properties which might take some of the heat away from a local perspective/. When I initially raised this with the company in the US they were not keen as they were concerned some individuals (i.e. us) may bear the brunt of the fall out. There should be less risk with a more generic feature so hopefully will get support to contribute.

Thanks

9(2)(a)





Post Web PO Box 1941, Taupo, New Zealand www.westervelt.com

From: Murray Cleaver [mailto:MCLEAVER@doc.govt.nz]

Sent: Monday, 19 September 2011 9:31 a.m.

To: Damian Coutts; 9(2)(a) Mark Day; Mike Bodie; Dave Lumley

Subject: Meeting Notes Comments

Hi Team, <<SKMBT_C450 11091509010.pdf>> Thanks for the meeting notes Mark.

Comments from Dave on the attached meeting notes.

Please add any comments.

I came away still unclear about trespassing from the easement. Was it to be Doc or Poronui and if it was Poronui, were we going to act as their agents?

Regards Murray Cleaver
Taupo Field Centre Supervisor
Department of Conservation

9(2)(a)

From: Dave Lumley

Sent: Thursday, 15 September 2011 8:58 a.m.

To: Murray Cleaver

Subject:

FW: Message from KMBT_C450 215801540 DOC TURANGI