

AGREEMENT IN PRINCIPLE

IN THE MATTER OF THE TRANSFER/VESTING OF THE FORMER WILDLIFE
SERVICE ASSETS KNOWN AS THE TE ANAU FISH HATCHERY/WILDLIFE PARK

DATED 16 NOVEMBER 2005

PARTIES

THE SOUTHLAND FISH AND GAME COUNCIL (F&G)

AND

THE DIRECTOR GENERAL OF CONSERVATION, ACTING BY AND THROUGH THE
CONSERVATOR SOUTHLAND (DOC).

1. BACKGROUND

- (A) Due to changes in the Department of Conservation's Policy on "Captive Management Of Wildlife Absolutely Protected Under The Wildlife Act 1953" the department has reviewed its role in running what is known as the Te Anau Wildlife Park, as it relates to the keeping of birds protected under the Wildlife Act 1953. The result of that review is unless a suitable alternative party can be found to continue to manage the birds in captivity, the department will cease to operate the Wildlife Park.
- (B) Section 26S of the Conservation Act 1987 provides that Fish and Game Councils "may" ... "Acquire any land or interest in land formerly held by an acclimatisation society", however such acquisition must be "by agreement".
- (C) The parties agree that the vesting in F&G of the land (more particularly described in the First Schedule) on which the Te Anau Wildlife Park is situated, will enable the objectives of F&G in the Te Anau Basin to be met whilst protecting the long term status of the land and ensuring an unbroken ribbon of publicly accessible reserve land is maintained around the Lake Te Anau frontage.

2. THE PROPOSAL

- (A) To vest, pursuant to s26 of the Reserves Act 1977 ("the Act"), the land described in the First Schedule (the Land on Lake Te Anau Side of Te Anau-Manapouri Road) in F&G as a reserve (classification to be determined) subject to:

- (i) DOC giving effect to the reclassification of the land and vesting of it in F&G in accordance with the necessary legislative and Standard Operating Procedure process, including public consultation.
- (ii) relevant provisions of the Ngai Tahu Claims Settlement Act 1998.
- (iii) the land being held in trust for the purposes of a reserve classification agreed by DOC and F&G.
- (iv) ownership of the improvements on the land at the date of vesting being transferred to F&G for 10 (ten) cents upon demand.
- (v) that in the event of F&G no longer requiring or using the land in the performance of its statutory functions the land will revert in the Crown (at nil consideration).
- (vi) in the event of any return of the land to the Crown, F&G agree and undertake to remove at its own cost such of the improvements constructed by F&G subsequent to the vesting, that are not required by DOC.

(B) Office Building

- (i) F&G to have access to the office in the building adjacent to the house from 13 August 2005. This will provide temporary office accommodation until a new office is constructed either as a stand alone building or through renovation of the Cottage.
- (ii) The balance of the building is to remain available to DOC for its activities associated with managing the Wildlife Park, until such time as a final decision is made on the future of the birds and the birds are removed if that is the decision.

(C) Cottage

- (i) F&G to have access to the cottage from 13 August 2005 and the DOC use of the cottage will cease from this date.

(D) House

- (i) F&G will enter into a new tenancy agreement with the current tenant s 9(2)(a) [REDACTED] remaining unchanged for a minimum of 12 months from the date of this agreement. From that point onwards, changes to the tenancy agreement can be made in terms of the Residential Tenancy Act 1986.

(E) Aviaries/Birds

- (i) F&G acknowledge that it agrees to and supports the retention of the birds/aviaries on the land after vesting in F&G, subject to F&G having no management/financial responsibility for managing the birds.
- (ii) Advice from the Living Fiordland Trust is required as to whether the aviaries/birds will form part of the proposed Living Fiordland development.
- (iii) If the aviaries/birds are to form part of the proposed Living Fiordland development, decisions on the interim management of the birds will then be made according to the proposed timeframe for the Living Fiordland development.
- (iv) If by 01 October 2007 a decision has not have been made on whether Living Fiordland will take some/all the birds and similarly another DOC approved party has not been found to take on the management responsibility for the birds at the Wildlife Park, then DOC will arrange to remove the birds by 31 December 2007.
- (v) Should the guidelines for the holding of native birds in captivity require the birds to be moved until new facilities are provided at Living Fiordland, it is agreed by the parties that that will occur.
- (vi) It is acknowledged that the Takahe pen is sited partly on land to be vested in F&G and partly on SDC managed Domain (Recreation Reserve).
- (vii) Both parties acknowledge that the aviaries (including the Takahe pen) are part of the assets being transferred to F&G. Should the birds (some or all) be removed, the aviaries remain the responsibility of F&G. Any future removal of the aviaries is the responsibility of F&G.

(F) DOC Use of Other Buildings and Facilities

- (i) F&G agree to ongoing access to certain buildings/facilities on the land being available to DOC for activities associated with its "captive breeding" programme. Those buildings/facilities being:
 - (a) The aviaries around the main house associated currently with Orange Fronted Parakeet breeding programme;
 - (b) That building currently used by DOC for food preparation by Wildlife Park staff to remain available for a term to be agreed for species recovery work;
 - (c) The hatchery building presently used for storage of gear and equipment to be used for hand rearing of birds. This building would need to have the electricity reconnected which DOC would arrange and pay for;

- (d) The three smaller outside trout holding pools two of which have been used for holding Campbell Island Teal, are to be used by DOC for holding birds associated with species recovery work; and
- (e) The large outside trout holding pool currently empty and overgrown. It is envisaged that this pool would have some of the larger trees around the perimeter removed and would be covered as per the smaller pools.
- (iii) F&G further agree that DOC may undertake certain "renovations" to those buildings/facilities, subject to first receiving the written agreement of F&G.
- (iv) Ongoing access to the above buildings/facilities by DOC shall be for a term of five (5) years from the date of this Agreement at no charge to DOC except that it is agreed any rates will be apportioned on area occupied and paid by the respective party.
- (v) Ongoing access to the above buildings by DOC beyond the first five years shall be considered at the expiry of the five year term. Should DOC require continued access, the F&G will not unreasonably or arbitrarily withhold its consent.
- (vi) Should DOC's use of the above buildings /facilities cease, they are to be left in a clean and tidy state as close as possible to that before the introduction of the birds.
- (vii) F&G will allow DOC to undertake reasonable vegetation maintenance around the facilities it uses.

(G) Public Donations

- (i) Both Parties acknowledge that the receipt of public donations is entirely due to the presence of the native birds and the open space that provides access to them.
- (ii) It is agreed that until such time as the non game-birds are removed from the land, that DOC will manage the receipt of public donations.
- (iii) It is acknowledged that DOC has entered into a ground maintenance contract with Amenity Contracting Ltd for a term expiring 31 May 2007. All donations will be retained by DOC until the expiry of that contract or earlier should the parties agree to assign DOC's interest in the ground maintenance contract to F&G.
- (iv) Upon expiry of the abovementioned ground maintenance contract or such sooner assignment of the DOC interest in the maintenance contract to F&G as provided for in (iii) above and until such time as the non game-birds are removed, DOC agrees to 30% of the donations received being paid to F&G to go towards the cost of ground mowing/maintenance. Such payment to be made annually, as soon as practicably possible after the end of the DOC financial year (30 June).

start 1/6/07
PAY 1/6/08 (+ trigger needed)
and review contract
supp: adjusted - RRP - 6000
ETP - 6000

(H) General

- (i) Public access along the waterfront must remain available. If at any stage it is determined such public access is on land vested in F&G, an agreement/easement in this regard will be necessary and consent to this will be forthcoming from F&G.
- (ii) Once the land is "vested", any vegetation removal/cutting will be a matter between F&G and its neighbours.

(I) To vest the land described in the Second Schedule in the Southland District Council (SDC) as a reserve subject to the Reserves Act 1977 (classification to be determined) subject to:

- (i) Both parties acknowledge that the proposed transfer/vesting will be subject to DOC giving effect to the reclassification of the land and vesting of it in the SDC in accordance with the necessary legislative and Standard Operating Procedure process, including public consultation.
- (ii) Such provisions of the Ngai Tahu Claims Settlement Act 1998 as maybe relevant.
- (iii) SDC confirming its agreement to this proposal.
- (iv) F&G having input into the management plan process for an enlarged Ivon Wilson Park.
- (v) F&G being allowed to construct walkways to improve access to Lake Henry and reduce damage to the lake margin.
- (vi) Such access being for the purpose of encouraging children to fish.
- (vii) F&G being allowed to keep Lake Henry adequately stocked with trout.
- (viii) The securing of ongoing access to the spring on Section 761, Block I, Manapouri Survey District, as this provides water to the land, by way of an easement or such other similar instrument as maybe agreed to.
- (ix) The agreement of the descendants of Ivon Wilson. DOC to consult with the descendants.

(J) It is also intended that the land described in the Third Schedule will be declared to be recreation reserve subject to the Reserves Act 1977 and vested in the SDC. That land was not subject to the original claim by F&G under Section 26S of the Conservation Act 1987.

(3) AUTHORITIES

- (a) The proposed vesting in Southland Region Fish & Game New Zealand will be given effect pursuant to Section 26 of the Reserves Act 1977.
- (b) The proposed vesting of land in Southland District Council will be given effect pursuant to Section 26 Reserves Act 1977.

FIRST SCHEDULE

- ◆ Wildlife Park : Land on Lake Te Anau Side of Te Anau - Manapouri Road

Those two parcels situated on the Lake Te Anau side of SH95 (Manapouri - Te Anau Highway) and being more particularly described as follows:

Section 3 (1.2292ha)

Section 567 (1.5143ha)

Both situated in Block I, Manapouri Survey District.

SECOND SCHEDULE

- ◆ Lake Henry/Ivon Wilson Park Side of Te Anau - Manapouri Road

Those four parcels to the east of SH 95 (Manapouri-Te Anau Highway) gazetted Fish Hatchery and being more particularly described as:

Part Section 4 (11.1420ha)

Part Section 4 (0.2069 ha)

Section 565 (0.0379 ha)

Section 761 (1.3003 ha)

All situated in Block I, Manapouri Survey District.

THIRD SCHEDULE

- ◆ Lake Henry/Ivon Wilson Park Side of Te Anau - Manapouri Road

Those three parcels to the east of SH 95 (Manapouri-Te Anau Highway) held for Conservation purposes and being more particularly described as:

Part Section 2 (0.0352 ha)

Part Section 135 (1.4038 ha)

Section 1, SO 11884 (9.4980 ha)

All situated in Block I, Manapouri Survey District

- ♦ That parcel to the east of SH 95 (Manapouri-Te Anau Highway) held for Scenic Reserve purposes (Ivon Wilson Park) and being more particularly described as:

Part Section 4, Block I, Manapouri Survey District (11.1420 ha)

Signed for and on behalf of
Southland Region New Zealand
Fish and Game Council in the
presence of:

MA Rodway

Witness Signature :

Dawn Lorraine Patterson

Witness Name :

Dawn Lorraine Patterson

Occupation :

Ranger

Address :

96 Dunbeath Cresc Invercargill

Signed for and on behalf of the
Director General of Conservation
by the Southland Conservator,
in the presence of :

Kim S. Jones
16/11/2005

Witness Signature :

Mark Bell

Witness Name :

Mark Bell

Occupation :

Manager

Address :

c/- DOC Southland