

REF: KARIMA LEASE BRIEF HISTORY

1. Iriaini Tea Factory entered into a lease agreement with Othaya Town Council for 80 acres of land on 1st January 1999, for a period of 30 years, expiring on 31st Dec 2028.
2. The terms of lease were, among others payments by Iriaini of an annual lease fee of Kshs.50,000/=
3. Iriaini thereafter entered the forest and planted blue gum trees for wood fuel development on the leased 80 acres.
4. Every time the factory harvested trees, it was to replace them.
5. Leasing of Karima forest was public knowledge and on February 28th 1998 the Daily Nation carried the subject.
6. On 6th March 2018 Iriaini wrote to the County Government of Nyeri expressing its inability to exploit the land as in lease agreement due to the actions of the Government. Our Lawyer (KTDA-MS) followed with a letter dated 13th October 2023.
7. The Board of Directors of Iriaini Tea Factory wrote to the Director General, National Museums of Kenya on 24th January 2024 requesting to be allowed to harvest trees on subject leased 80 acres of land. This was after learning that the 80 acres of land was part of a parcel handed to the National Museums of Kenya for preservation as a National Heritage. The Director General, National Museums of Kenya responded to this request favorably but on condition that the following documents were to be furnished.
 - A copy of permit allowing the harvesting of trees
 - A copy of notification from the relevant authority (County Ministry/Department) confirming that they were aware of intent activities by Iriaini Tea Factory.
8. On 30th August 2023, the County Government of Nyeri, through the County Attorney wrote to Iriaini Tea Factory demanding payment of Kshs.5,765,030/- being rent defaults and penalties consequent. In the letter, the County Government of Nyeri also acknowledged that Iriaini Tea Factory had leased the 80 acres from Othaya Town Council for 30 yrs effective 1st January 1999.
9. This letter was responded to by Iriaini Tea Factory through KTDA[MS] on 13th October 2023.
10. On 24th January 2024, Iriaini wrote to The Director General, National Museums of Kenya requesting for cooperation in removal of exotic trees and their replacement with indigenous trees.

Directors:

Paul M. Muturi (Chairman), Philip K. Wanjima (V-Chairman), Michael K. Ngatia, Charles M. Chaura, CPA Gerald K. Gakima, Paul G. Wangai, David Ndung'u Wanjohi - BM Zone IV, Patrick Ngunjiri Maina - Company Secretary

FACTORY UNIT MANAGER
IRIAINI TEA FACTORY CO. LTD.

24 MAR 2025

P. O. Box 308 / 10106, OTHAYA



11. This letter was responded to by the Senior Heritage, Central Region through a letter dated 20th May 2024.
12. The Senior Heritage, Central Region did promise cooperation in the endeavour. He proposed that three key groups cooperate in the exercise, ie. the local Community, the Senior Heritage Central Region and Iriaini Tea Factory.
13. Having cleared with the Senior Heritage, Central Region, And after a meeting with Nyeri County Director of Revenue in the latter's office, Iriaini T.F, on 23rd August 2024 wrote to the CEC Finance, Economic Planning and ICT, Nyeri County requesting for a waiver of penalties amounting to Kshs 6,663,572/- being accrued rent from 2014 to 2024, interests and penalties thereof.
14. The CEC Finance wrote on 19th August 2024, demanding payment within 14 days of Kshs 2,215,893/-, after waiving 25% of accrued penalties.
15. Iriaini paid the amount on 29th October 2024. For the avoidance of doubt, there was mutual agreement on failure to pay within 14 days (documents available).
16. On 6th November 2024, the CEC Finance, noting that Iriaini had not paid accrued amounts within agreed timelines, wrote demanding a late payment charge of Kshs 66,477/-. This amount was paid on the same day, 6th November 2024.
17. On 5th November 2024, Iriaini wrote to the CEC, Water, Environment & Climate Change requesting to be given access to Karima Forest for purposes of harvesting the exotic trees and subsequent replanting with indigenous trees.
18. This letter was responded to on 29th November 2024. The CEC- Water advised that as a prerequisite to granting of access to the forest for purposes of harvesting, Iriaini was required to meet three conditions as follows;-
 - Carry out an Environmental Impact Assessment
 - Do a survey and boundary marking of the area of the forest that felling was to be carried out
 - Provide an operational/harvesting plan describing the harvesting operations.
19. Iriaini then proceeded to engage an approved person to carry out above tasks. We did engage *Messrs Utamanduni Sustainability And Environmental Services Ltd* for the same.
20. Part of the EIA is a mandatory (by law) Public Participation exercise, which was the subject of our meeting with the Community at Gatugi Shopping Centre on 11th February 2025. This meeting was however disrupted by youths and did not take place. Iriaini had hired chairs, tents and Public Address Systems which were dismantled by the rowdy youth. The meeting was well serviced by Government Officials including the Sub- County DCC, the ACC, local Chiefs and Assistant Chiefs.
21. On 14th March 2025, we received summons from the County Assembly Committee on Environment, Nyeri County on the subject matter.

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