

Thursday, 20 October 1994

Jeff Connell
Department of Conservation
P O Box 5244
Moray Place
Dunedin

Fax 477 8626

Waiorau Tenure Review

Dear Jeff

Thank you for meeting me at short notice about the Waiorau deal and providing me with a copy of the final tenure agreements.

I have now had time to digest the content of the documents. The PANZ Board of Trustees has also had opportunity to consider them.

In short we are far from happy with the final form of the agreements and are having difficulty in understanding why certain aspects differ from proposals that DOC and Landcorp consulted us on, and what was jointly submitted by both agencies to the CCL for approval.

In response to your invitation to come back to you with any queries, I would like to do so as soon as possible. Please could you contact me at 476 1544 to arrange a suitable time.

Particular matters we wish to discuss with you are—

Road Access Easement

On 27 September 1993 a joint submission from DOC and Landcorp to the CCL was approved by the CCL on 1 March 1994. Under the heading 'Public Access' it states "...Mr Lee has agreed to move on the road toll issue in order to be seen as realistic and will therefore charge groups wishing to go directly on to the DOC estate a commercial road toll *only*. *These groups will be allowed to park on the field* and move directly through his Nordic ski field on to the DOC estate. *This arrangement for public access up the road to the DOC estate will be formalised by a legal easement*" (our emphasis). .

The only restrictions on public access were cited to be confined to "weather and surface conditions", by payment of "a commercial road toll" and with a prohibition on pedestrian use of the road..

We were consulted by your staff before the joint submission was finalised and were informed by them of the nature of the final agreement reached with

Mr Lee. We were also led to believe that DOC would have a roll in setting the “commercial road toll” and future road tolls. At no stage prior to this were we, or other NGOs told that other charges or other restrictions on access were involved. However the final agreement you supplied to us deviates in very significant ways from the above to the extent that we believe that the intent of public vehicular access up the road has been negated to the point of worthlessness.

The final ‘easement’ provisions deviate from the deal approved by the CCL in the following respects—

- The ability to refuse access for “commercial reasons”
- The agreement makes no provision for car parking as a part of an easement.

Also the obligation of the Company is confined to granting an easement from “the Homestead”, when access from the Cardrona Road is essential if there is to be any purpose served by it.

We would like to know why there is no provision for DOC to be involved in approving road tolls.

‘Reserve Lease’

The final agreement provides for a lease over a portion of public land with implied exclusive occupation rights (inherent in leases; also right to charge “admission rates”), whereas a licence was proposed to the CCL. The lease specifically requires the payment of rates for “its occupation of the land”. You should be aware of the major difference in legal interests created from these different tenures.

We would like to know what caused DOC to change its position on each of the above matters from that submitted to the CCL or raised with ourselves previously.

We would also like to know why we were not consulted on these aspects before changes to the approved deal were made.

Please call me when you are able to arrange a meeting.

Bruce Mason
Trustee