



Department of Conservation
Te Papa Atawhai

EVIDENCE *The Applicant*
TOPIC PC113 *WRC*
SUB# 25
DATE 20 NOV 2013.

Concession Number: 36160-OTH

Concession Document (Easement)

THIS CONCESSION is made this 5th day of June 2013

PARTIES:

1. **Minister of Conservation** (the Grantor)
2. **Whangarei Racing Club Incorporated** (the Concessionaire)

BACKGROUND

- A. The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Department is under the control of the Grantor.
- C. The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D. The Grantor administers the public conservation land described in Schedule 1 as the Easement Land.
- E. The Conservation legislation applying to the Easement Land authorises the Grantor to grant a concession over the Land.
- F. The Concessionaire wishes to carry out the Concession Activity on the Easement Land subject to the terms and conditions of this Concession.
- G. The Concessionaire acknowledges that the Easement land may be the subject of Treaty of Waitangi claims.
- H. The parties wish to record the terms and conditions of this Concession and its Schedules.

OPERATIVE PARTS

- I. In exercise of the Grantor's powers under the Conservation legislation the Grantor **GRANTS** to the Concessionaire an **EASEMENT** to carry out the Concession Activity on the Easement Land subject to the terms and conditions contained in this Concession and its Schedules.

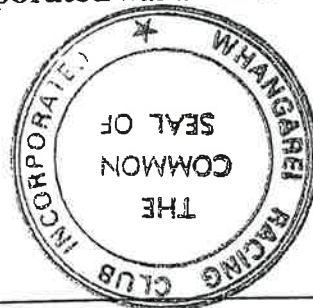
SIGNED on behalf of the Minister of Conservation by **Nancy Susan Reed-Thomas**, Area Manager, Whangarei Area Office acting under delegated authority:

Nancy Susan Reed-Thomas

in the presence of: *MATILU MATAIRA*
CONCESSIONS RANGER

Witness Signature: *Mataira*

The seal of **Whangarei Racing Club Incorporated** was affixed:



SCHEDULE 1

1.	Easement Land (Servient land - the land where the easement activity occurs) (Schedule 4)	As defined on the attached map in Schedule 4 being on: Physical Description/Common Name: Ruakaka-Bream Bay Scenic Reserve Land Status: Scenic Reserve Area: 457.2368 Conservation Unit No: Q07037
2.	Land (Dominant land - the land that benefits from the easement) (Schedule 4)	Is the easement in gross? Yes
3.	Concession Activity (clause 2)	a right of way
4.	Term (clause 3)	5 years commencing on 1 July 2013
5.	Final Expiry Date (clause 3)	30 June 2018
6.	Concession Fee (clause 4)	Annual Activity Fee \$273.00 per annum plus GST Annual Management Fee: \$250.00 per annum plus GST Environmental Monitoring Fee \$300.00 plus GST required
7.	Concession Fee Payment Date (clause 4)	Annual Activity Fee 30 June annually in arrears Annual Management Fee 30 June annually in arrears Environmental Monitoring Fee Upon receipt of invoice
8.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). <u>See Reserve Bank of New Zealand website</u>

Concessionaire's initials	1/1/17	Grantor's initials	
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SCHEDULE 3

SPECIAL CONDITIONS

1. The rights implied in easements of vehicular right of way in the 5th Schedule of the Property Law Act 2007 as set out in Schedule 5 of this document are amended by:
 - (a) replacing the word, "grantee" with "Concessionaire"; and
 - (b) adding to Clause 2(a) the words, "after first obtaining the prior consent of the Grantor as required in clauses 7 and 8 of Schedule 2 of this easement.
2. Any vegetation removal and soil disturbance necessary to install and undertake the activity must be kept to a minimum. No native vegetation is to be disturbed.

Additional costs requirements

3. The Concessionaire is to be responsible for:
 - (a) the reasonable cost of and incidental to the Grantor's on site visits or monitoring prior to, during and after construction as required to confirm the Concessionaire's compliance with the conditions contained herein; and
 - (b) the reasonable costs of the Grantor's Quality Conservation Management (QCM) standards/safety inspections of the improvements to the Easement Land Area
4. Nothing contained or implied in this easement requires the Grantor or the Concessionaire to supply services on or under the Easement Land or entitles the Concessionaire to interfere with the services of any other user of the Easement Land.
5. Nothing contained or implied in this easement enables the Concessionaire whether by subdivision or by any means whatsoever to have the within easement be available to for additional users.

The Concessionaire acknowledges:

6. That use of the accessway on the Easement Area is restricted to permitted trainers of the Concessionaire and also for use by members of the Pony Club authorised by the Concessionaire.
7. That the level of access across the Easement Area is restricted to a maximum of 36 movements in total per day by permitted horses and their riders.
8. That the use of the accessway in the Easement Area is restricted to horse use to access only that part of the beach area that is permitted under Whangarei District Council bylaw. No vehicle access is permitted except in emergency situations. Any breach of the said bylaw is deemed to be a breach of this Easement Concession.
9. No access to the beach is permitted apart from across the Easement Area.
10. No access is permitted to any other part of the Conservation Area.

The Concessionaire must:

*no
hows*



Concession Holder : Whangarei Racing Club Incorporated

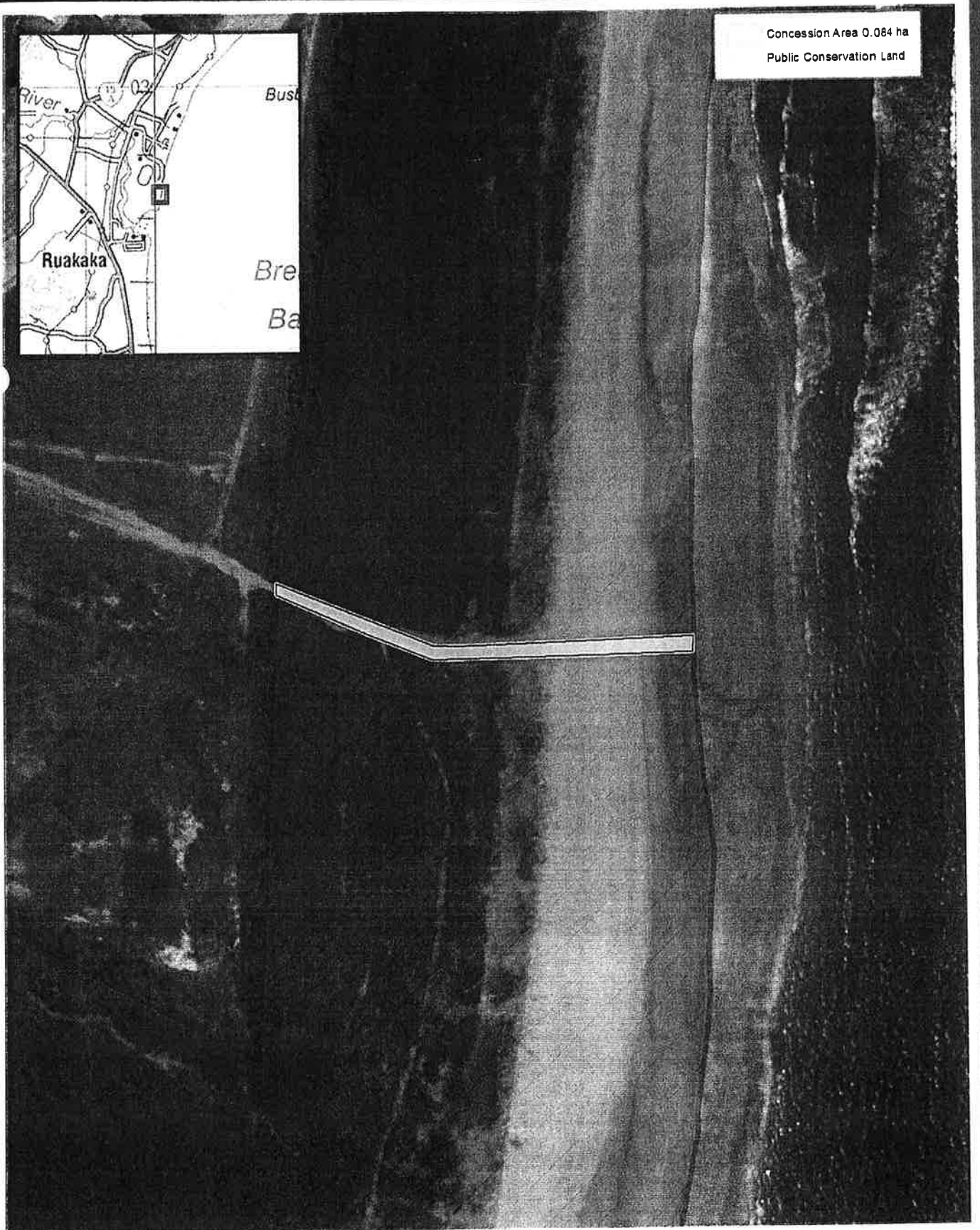
Concession Number : 22015

Location Id : 25368



Scale: 1:0 @ A4

Concession Area 0.084 ha
Public Conservation Land



04-DEC-1997 13:00

WHANGAREI DISTRICT COUNCIL

P.002/002

WHANGAREI DISTRICT COUNCIL

Memo to: PARKING AND BYLAWS OFFICER
Copy to: REGULATORY SERVICES MANAGER
From: MEETING SERVICES OFFICER
Subject: PUBLIC PLACES BYLAW 1992 -
RACE HORSES ON RUAKAKA BEACH
Date: 25 November 1996

Ref: 15/ 2/ 1

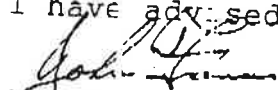
(Consent)

I refer to your report of 7 November 1996 and advise that the Environmental Services Committee on 21 November 1996 resolved:

That horses be permitted on Ruakaka for training purposes subject to:

1. The public's right to use the beach without risk or inconvenience shall prevail in all cases.
2. The useable area shall be from the southern end of the race course boundary to the second stormwater outlet pipe.
3. The area from the southern boundary of the race course up to the first stormwater outlet pipe, shall be an unrestricted area with signage placed to warn the public of horses training.
4. The second area from the first stormwater outlet pipe, up to the second stormwater outlet pipe shall be restricted to below the mean high water mark and between 5.30 am to 8.00 am for the period of summer daylight saving and 5.30 am to 9.00 am outside that period.
5. The Racing Club shall be responsible for ensuring that out of town trainers are aware of the conditions of use, before training their horses on the beach.
6. Persistent breaches of the above conditions, particularly where there is the potential for danger or inconvenience to the general public, would lead to formal reconsideration of the use of the beach for training purposes.
7. The above conditions may be modified or revoked at any time, as Council sees fit.
8. That signs be placed informing public of the times and areas of training."

I have advised the Racing Club accordingly.


J. Q. Francis
MEETING SERVICES OFFICER
JQF:LF

CODE OF CONDUCT – WHANGAREI RACING CLUB FOR BEACH USE BY HORSES IN TRAINING

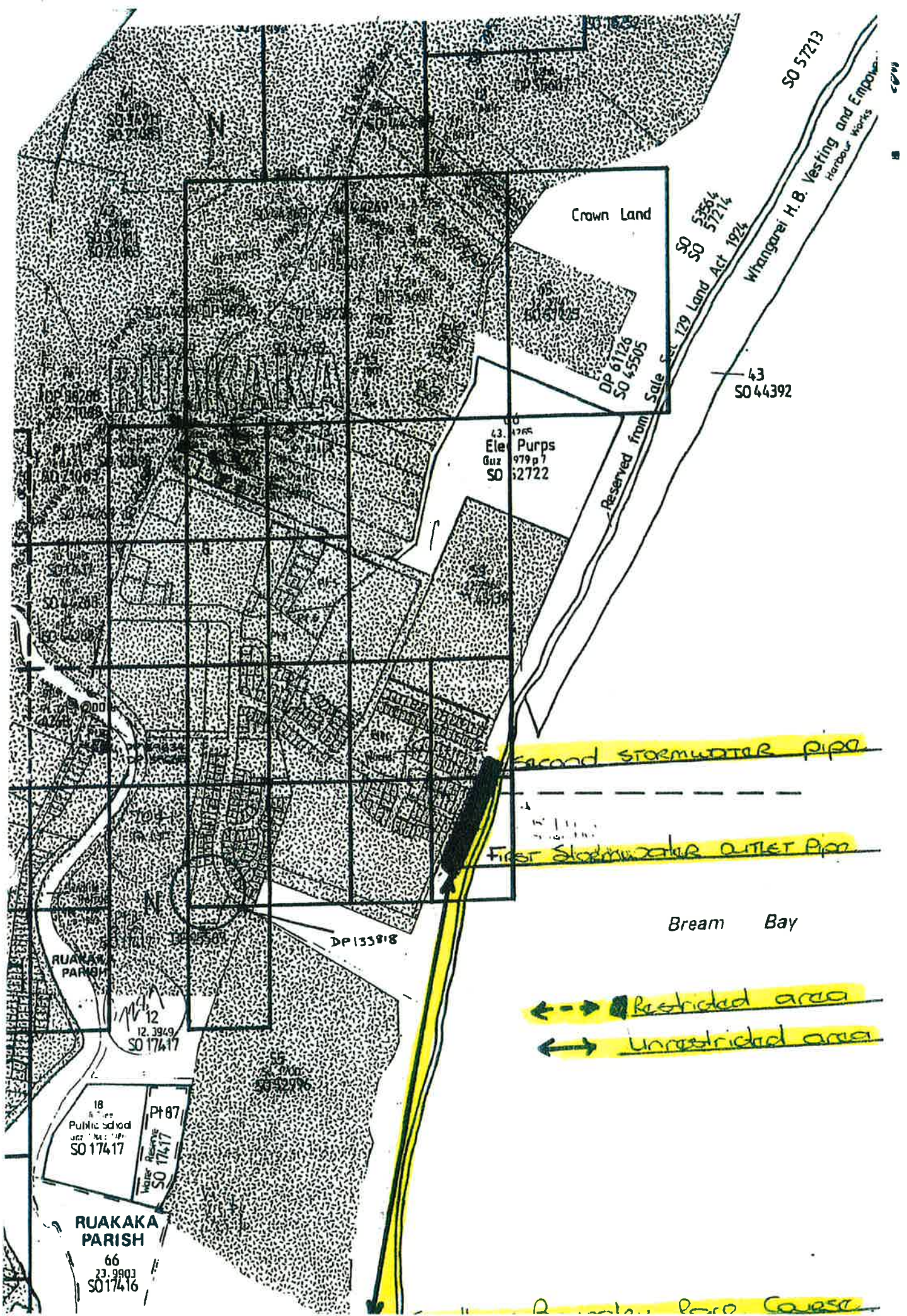


Horses are permitted on Ruakaka beach for training purposes subject to:

1. The public's right to use the beach without risk or inconvenience shall prevail in all cases.
2. The useable area shall be from the southern end of the race course boundary to the second storm water outlet pipe.
3. The area from the southern boundary of the race course up to the first storm water outlet pipe shall be an unrestricted area with signage placed to warn the public of horses training.
4. The second area from the first storm water outlet pipe, up to the second storm water outlet pipe shall be restricted to below the mean high water mark and between daylight to 9.00am.
5. Horses are not permitted on the sand dunes or to the south of the race course boundary where a wildlife refuge is located.
6. The Racing Club shall be responsible for ensuring that out of town trainers are aware of the conditions of use, before training their horses on the beach.
7. Persistent breaches of the above conditions, particularly where there is the potential for danger or inconvenience to the general public, would lead to formal reconsideration by the Whangarei Racing Club of that trainers right to use of the beach for training purposes. The Club may suspend a trainers right to use the beach access in such cases.

DOC CONCESSION/BEACH ACCESS

1. The use of the access way on the Easement Area be restricted to permitted trainers of the Concessionaire (Whangarei Racing Club) and also for use by members of the Pony Club authorized by the WRC. The Easement area is the fenced access way located to the south-east corner of the WRC property.
2. That the use of the access way in the Easement Area is restricted to horse use to access only that part of the beach area that is permitted under Whangarei District Council bylaw.
3. No access to the beach is permitted apart from across the Easement Area.
4. No vehicle access is permitted across the Easement Area – except in case of emergency.



Crown Land

SO 57213

SO 53564
SO 57214

Whangarei H.B. Vesting and Empowerment
Harbour Works

DP 61126
SO 45505

43
SO 44392

43
Ele Purps
Guz 979 p 1
SO 62722

Reserved from
Sale S...

Second stormwater pipe

First stormwater outlet pipe

Bream Bay

← - - - → Restricted area

← → Unrestricted area

RUAKAKA
PARISH

66
23,9903
SO 17416

18
Public school
SO 17417

12
12,3949
SO 17417

DP 13388

Info Ruakaka Racing

From: Wayne Peters <wwp@waynepeterslawyers.co.nz>
Sent: Wednesday, 20 November 2013 2:32 p.m.
To: info@ruakakaracing.co.nz
Subject: Fwd: Northland Enquiry

Sent from my phone on the smartphonetwork.

----- Original message -----

From: WT.Registrar@justice.govt.nz
Date: 20/11/2013 2:25 PM (GMT+12:00)
To: Julie Hutchings <jah@waynepeterslawyers.co.nz>
Cc: Hayley MacDonald <hsm@waynepeterslawyers.co.nz>, Jo Welson <jkw@waynepeterslawyers.co.nz>, Wayne Peters <wwp@waynepeterslawyers.co.nz>
Subject: Re: Northland Enquiry

Kia ora Julie,

Danny has passed your enquiry below regarding the Northland Inquiry to me. While I am not able to give you any specific timeframes I can provide the information below which I hope will be helpful.

Approximately 392 claims will be inquired into as part of the Te Paparahi o Te Raki Inquiry. This inquiry encompasses several districts.

Generally, Tribunal inquiries progress through a number of phases, including interlocutory, planning and research, hearings and report writing. At the outset the Te Paparahi o Te Raki Inquiry was also split into two distinct stages.

The first inquired into He Whakaputanga and Te Tiriti. While it did not look into individual claim issues, claimants within the rohe (area) presented evidence, along with technical witnesses, on their understandings of He Whakaputanga and Te Tiriti. This stage has completed the hearing phase and is now in report writing.

The Inquiry has now moved to stage two. This stage will hear both generic and local claim issues. The Tribunal has determined there will be a total of 21 hearing weeks. These will proceed on a rotational basis moving around the various sub-regions that make up the inquiry. The Tribunal has held five of these hearing weeks and a further one is planned for 2013. Following the completion of the hearing phase for stage two the Tribunal will enter the report writing phase.

I am unable to provide a timeframe for the likely completion of these phases. The Tribunal has indicated, however, that there will be a minimum 5 - 6 week interval between each hearing week. This would allow the Tribunal to complete seven hearing weeks in a year, should resources and other factors allow. This would indicate that it will take at least three years to complete the hearing phase for this stage.

I trust you find this information helpful. If you have any further questions please feel free to contact me.


Ngā mihi, nā

Caitlin McKay.

the Registry team

Te Rōpū Whakamana i te Tiriti o Waitangi | Waitangi Tribunal

Ph: 04 914 3000 | www.waitangitribunal.govt.nz

 Whakaarotia a Papatūānuku i mua i tō tānga i te Īmēra nei

>>> Julie Hutchings <jah@waynepeterslawyers.co.nz> 11/20/2013 12:37 p.m. >>>

Good afternoon Danny,

The below has been dictated by Wayne Peters:

Please urgently advise when the evidence for the Northland enquiry will be finally undertaken and, in the context, when any recommendations would be handed down. In particular, with reference to Patuharakeke.

Your urgent response would be most appreciated.

Kind regards

Julie Hutchings | Legal Assistant



T: 09 438 8998 F: 09 438 8990
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30-34 Rathbone Street, Whangarei 0110, New Zealand
www.waynepeterslawyers.co.nz

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