

23 May 2024

REF: OIA 85353

s 9(2)(a)

By email: s 9(2)(a)

Tēnā koe s 9(2)(a)

### Request for Official Information: Greenpark Huts encumbrances

On 18 April 2024, you wrote to the Crown Law Office requesting information under the Official Information Act 1982 (the Act) regarding the Greenpark Huts land transferred through the Ngāi Tahu Claims Settlement Act 1998 (the Settlement Act). You requested “a copy of the encumbrances, the licences to occupy 'contract' and any associated documents which may prove helpful”.

On 8 May 2024, the Crown Law Office transferred this request to The Office for Māori Crown Relations - Te Arawhiti (Te Arawhiti) under section 14 of the Act, as the information you have requested is more closely connected with the functions of Te Arawhiti. Please note that Te Arawhiti is responsible for the functions of the former Office of Treaty Settlements; the branch of government that facilitated the Ngāi Tahu settlement.

Te Arawhiti holds information about the land from around the time the land transferred to Te Rūnanga o Ngāi Tahu. For current information about the land, please contact Te Rūnanga o Ngāi Tahu, as the landowner. You can do this by emailing [puna.mahara@ngaitahu.iwi.nz](mailto:puna.mahara@ngaitahu.iwi.nz).

In response to your request, please find **attached** a copy of one of the deeds of lease which applied to the land, as provided to the Select Committee who considered the Ngāi Tahu Claims Settlement Bill in 1998, a brief report to the Minister in Charge of Treaty of Waitangi Negotiations in 1999 about the land, and the certificate of title from 1999. Some personal names and details have been withheld under section 9(2)(a) of the Act to protect the privacy of natural persons.

Please note that the Settlement Act transferred the full ownership of the land to Te Rūnanga o

### **Right to seek an investigation of this decision to release this information to you**

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about this process is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or phone 0800 802 602.

### **Proactive release**

It is our standard practice to publish information we release under the Act on our website. Please be advised that our response to you will be published on our website no earlier than 20 working days from the date of this letter at [www.tearawhiti.govt.nz](http://www.tearawhiti.govt.nz). Your personal and other identifying information will be removed.

If you have any concerns about the information in this response being published on our website please contact us by emailing [officialcorrespondence@tearawhiti.govt.nz](mailto:officialcorrespondence@tearawhiti.govt.nz) by 5.00pm within ten working days from when this response was sent to you.

Nāku noa, nā

A handwritten signature in blue ink, appearing to read 'Hui Kahu', is positioned above the printed name.

Hui Kahu

**Regional Director (Acting)**



## OFFICE OF TREATY SETTLEMENTS

Charles Fergusson Building • Bowen Street • PO Box 919 Wellington  
Phone (04) 494 9800 • Fax (04) 494 9801

Pouaka Motuhake 919 • Te Whanganui-a-Tara  
Waea (04) 494 9800 • Waea Whakaahua (04) 494 9801

*Te Tari Whakatau Take e pa ana ki te Tiriti o Waitangi*

NTS/OTS/9

27 April 1998

Chairperson, Maori Affairs Committee

### Ngāi Tahu Claims Settlement Bill: Greenpark Huts

At a briefing on Thursday, 16 April on Part 11 of the Bill (Mahinga Kai – Transfer and Vesting of Properties), the committee requested information on the Greenpark Huts tenancy agreements and, in particular, whether the Huts comply with the Resource Management Act 1991 (RMA).

I attach a copy of one of the tenancy agreements for the committee's information. The RMA does not apply to the Huts, as they pre-date the RMA and have existing use rights.

Margaret Dugdale  
Manager, Ngāi Tahu Settlement Implementation

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

s 9(2)(a)

DEED OF LEASE UNDER SECTIONS 53(2)(j) AND 14  
OF THE CONSERVATION ACT 1982

THIS DEED made the 3rd day of October 1991 BETWEEN THE  
DIRECTOR-GENERAL OF CONSERVATION (hereinafter with his successors and  
assigns referred to as "the Lessor") of the one part AND [REDACTED]  
Labourer of Christchurch

(hereinafter with his/their executors, administrators and assigns referred to as "the  
Lessee") of the other part

WITNESSETH that in consideration of the rent hereinafter reserved and of the  
covenants conditions and agreements on the part of the Lessee hereinafter contained  
and implied the Lessor DOETH HEREBY DEMISE AND LEASE unto the Lessee for the  
purpose of a recreational hut site all that piece of land containing approximately  
more or less being Section [REDACTED]

Greenpark Hut Sites being Part Reserve 959 situated in Block XIV Halswell Survey  
District (hereinafter referred to as "the said land"). TO HOLD the same for the term  
of nine (9) years commencing from and inclusive of the first day of July 1990  
YIELDING AND PAYING therefor an annual rent of one hundred and twenty dollars  
(\$120.00) not including GST for the first three (3) years of the term payable annually  
in advance on the first day of July in each and every year and thereafter at an annual  
rent payable as aforesaid as provided in Clause 1(b) hereinafter appearing

AND THE LESSEE DOETH HEREBY COVENANT WITH THE LESSOR AS  
FOLLOWS:

1. RENT

- (a) THAT the Lessee will without demand pay unto the Regional  
Conservator for the Canterbury Conservancy, Department of  
Conservation (hereinafter referred to as "the Regional Conservator") the  
rent hereinbefore reserved at the times and in the manner aforesaid free  
of exchange and all other deductions.
- (b) THAT the rent hereinbefore specified shall be reviewed by the Lessor  
every three (3) years throughout the term of the Lease such reviewed  
rent to be assessed at the market price then prevailing and the Lessee  
doth hereby covenant to pay in the same manner as aforesaid any  
increased rent that may be thereby decided upon.
- (c) THAT the Lessee shall also pay and discharge all rates taxes and  
assessments payable in respect of the said land immediately the same



shall become due and payable.

2. **LESSEE TO MAINTAIN HUT**

THAT the Lessee shall maintain the existing hut and appurtenances thereto together with any buildings, fences, gates or other structures now existing or which may be erected on the said land in the future in good order and repair and in a neat and tidy condition and painted in environmentally aesthetic colours.

3. **LESSEES USE OF LAND**

THAT the Lessee will use the said land solely for the purpose of a site for a recreational hut and shall not reside there on a permanent basis without the prior written approval of the Regional Conservator. For the purpose of this clause the Lessee will be deemed to be residing on a permanent basis where he is in residence on the said land for more than one hundred and eighty-three days in any one calendar year.

4. **ALTERNATIONS AND STRUCTURES**

THAT the Lessee shall not erect any new building or structure or in any way alter the existing building on the said land without the prior written approval of the Regional Conservator and without obtaining the necessary approval or permit of the Selwyn District Council.

5. **CONSERVATION MANAGEMENT STRATEGY AND PLANS**

THAT the Lessee will at all times throughout the term of this Lease act in accordance with any Conservation Management Strategy or any Conservation Management Plan applying to the said land.

6. **ASSIGNMENT**

THAT the Lessee will not mortgage, charge, assign, transfer, sublet or otherwise part with possession of the said land or any parts thereof or any building upon the said land without the consent in writing of the Lessor first had and obtained.

7. **NOXIOUS PLANTS AND ANIMALS**

THAT the Lessee will at all times during the lease and to the satisfaction of the Lessor keep the said land clear from gorse, broom, sweetbriar and other noxious plants and from rabbits and vermin and in particular will duly and fully comply with the provisions of the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967 and all amendments thereto and with all notices or demands lawfully given or made by any person in pursuance thereof.

8. HEDGES DRAINS ETC.

THAT the Lessee will throughout the term of this Lease, to the satisfaction of the Lessor cut and trim all live fences and hedges upon the said land, and keep them clean and clear from weeds and will keep open all creaks drains ditches and water courses and will refrain from channelling or otherwise diverting water from the said land on to any adjacent land.

9. RUBBISH DISPOSAL

THAT the Lessee will not dispose of any rubbish on the said land other than by burning in an incinerator approved by the Lessor and will use his best endeavours to avoid the risk of fire and shall at all times comply with all limitations, restrictions, conditions or prohibitions on burning which from time to time may be imposed under the Forest and Rural Fires Act 1977 or any regulation or bylaw.

10. LESSEE'S CONDUCT

THAT the Lessee will not and will not allow any other person to carry on any noxious, noisome or offensive act, trade, business, occupation or calling upon the said land and will refrain from and will ensure that any other person on the said land with the Lessee's permission refrains from acting in a disorderly manner or causing any noise or other disturbance likely to disturb adjoining occupiers of land whether belonging to the Lessor or not.

11. PLANTS, MINERALS, GRAVEL ETC.

THAT the Lessee will not cut harm remove or destroy any trees or shrubs or use or remove any mineral gravel or sand or otherwise injure the surface of the said land except where necessary for permitted building development and maintenance and shall only plant on the said land species native to the surrounding area.

12. LESSORS NOTICES AND REQUIREMENT

THAT the Lessee will comply with all notices and directions given by the Lessor for the regulation of the Greenpark Hut Settlement and in particular will at his own expense execute all works and observe all sanitary requirements of the Lessor in respect of the said land or any building thereon.

**AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE LESSOR AND THE LESSEE AS FOLLOWS:**

- (a) THAT the Lessee shall have no right of acquiring or purchasing the fee simple of the said land.



(b) THAT If:

- (i) The rent hereby reserved or any part thereof shall be in arrears or unpaid on any day on which the same ought to be paid and shall remain unpaid for thirty (30) days thereafter whether the same shall be lawfully demanded or not, or
- (ii) Default is made by the Lessee in the fully and faithful performance and observance of any of the conditions and restrictions contained in this lease, or
- (iii) The Lessee shall become bankrupt or shall make any assignment for the benefit of or enter into any composition with his creditors or being a corporation shall be dissolved or shall go into liquidation or a receiver of its assets or any part thereof shall be appointed, or if the estate or interest of the Lessee shall be made subject to any writ of sale or charging order;

THEN in any such case it shall be lawful for the Lessor forthwith without making any demand or giving any notice or doing or seeing to the doing of any act deed matter or thing whatsoever to re-enter upon the said land or any part thereof in the name of the whole whereupon the within Lease shall be terminated and all interest of the Lessee in the said land shall absolutely cease and determine and that without releasing the Lessee from liability for any rent due or accruing due hereunder or for any previous breach of the covenants conditions or agreements herein contained or implied.

- (c) THAT upon expiry of this Lease or if this Lease shall be terminated in accordance with clause (b) hereof or if the Lessee shall surrender this Lease then the Lessee shall not be entitled to compensation for any improvements on the said land affected by or belonging to the Lessee but shall remove such improvements within such time as the Lessor shall determine and shall leave the said land in a clean and tidy state.

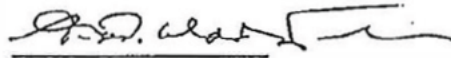
- (d) THAT If any improvements on the said land affected by or belonging to the Lessee are destroyed or damaged by earthquake, fire, tempest or in any manner howsoever or if they fall into disrepair so that they are no longer required or usable by the Lessee then in the event of the Lessee determining not to repair reinstate or re-erect such improvements the Lessee shall forthwith remove such improvements from the said land and restore the said land to the satisfaction of the Lessor PROVIDED THAT if the Lessee fails to remove such improvements or to restore the said land within such time as may be specified by the Lessor the Lessor may undertake the necessary work to have the improvements removed and the said land restored and may recover the full

cost of the same from the Lessee.

- (e) THAT the Lessee shall indemnify the Lessor against all or any claim injury damage or loss to any property which may arise during the construction erection or operation of any authorised building or works including permitted alterations maintenance and additions thereto and shall further indemnify the Lessor against all or any claim injury damage or loss which may arise during the term hereof.
- (f) THAT all powers rights and authorities vested in the Lessor by this Lease may be exercised and enforced for and on behalf of the Lessor by the Regional Conservator. All rents and other moneys payable by the Lessee to the Lessor shall be paid to the said Regional Conservator or such other person as the Lessor shall from time to time appoint to receive the same.
- (g) THAT any notice demand or consent to be given by the Lessor under this Lease may be given for and on behalf of the Lessor by the Regional Conservator in writing. Any notice required to be given by the Lessee to the Lessor under this Lease may be served by delivering or posting the same to the Regional Conservator at Christchurch.
- (h) THAT these presents are intended to take effect as a Lease of a Conservation area under Sections 53(2)(j) and 14 of the Conservation Act 1987 and the provisions of the said Act and of any regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.
- (i) THAT in the event of any differences or disputes between the parties concerning this lease or any act or thing to be done in pursuance hereof (except as otherwise expressly provided) the matter may be referred to arbitration in New Zealand by a single arbitrator who shall be mutually agreed upon and falling agreement by two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators) in accordance with the Arbitration Act 1908 or any re-enactment or modification thereof.

IN WITNESS WHEREOF these presents have been executed by the parties hereto on the day and year first hereinbefore written.

SIGNED for an on behalf of  
the Lessor by the Manager,  
Resource Use for the Canterbury  
Conservancy, Department of Conservation  
in the presence of:



A.D. Wooster  
Manager Resource Use

Witness:  \_\_\_\_\_

Occupation: Conservancy Officer

Address: Christchurch

s 9(2)(a)

SIGNED by the abovenamed  
Lessee in the presence of:



Witness:  \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_





## OFFICE OF TREATY SETTLEMENTS

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*Te Tari Whakatau Take e pa ana ki te Tiriti o Waitangi*

26 August 1999

FILE

Minister in Charge of Treaty of Waitangi Negotiations  
cc: Associate Minister In Charge of Treaty of Waitangi Negotiations

### ***Ngai Tahu Settlement - Green Park Huts***

#### **Introduction**

1. This report summarises the arrangements in the Ngai Tahu settlement for the area known as Greenpark Huts. A copy of the site plan is attached

#### **Deed and legislative provisions**

2. Greenpark Huts is an area of approximately 1.6ha adjacent to Lake Ellesmere/Te Waihora, previously managed by the Department of Conservation. Under the Deed and settlement legislation the Crown vested the fee simple estate in Greenpark Huts in Te Runanga o Ngai Tahu, subject to 32 existing "licences to occupy". Section 125 and Schedule 7 of the Ngai Tahu Claims Settlement Act 1998 refers.

#### **Licences to occupy**

3. These have been issued as "Deeds of Lease" under sections 53(2)(j) and 14 of the Conservation Act 1987. They provide for the "lessee" to use the site for the purposes of a recreational hut site. Improvements must be removed at the end of the lease. The standard term is 9 years.

#### **Comment - Ownership of the Huts**

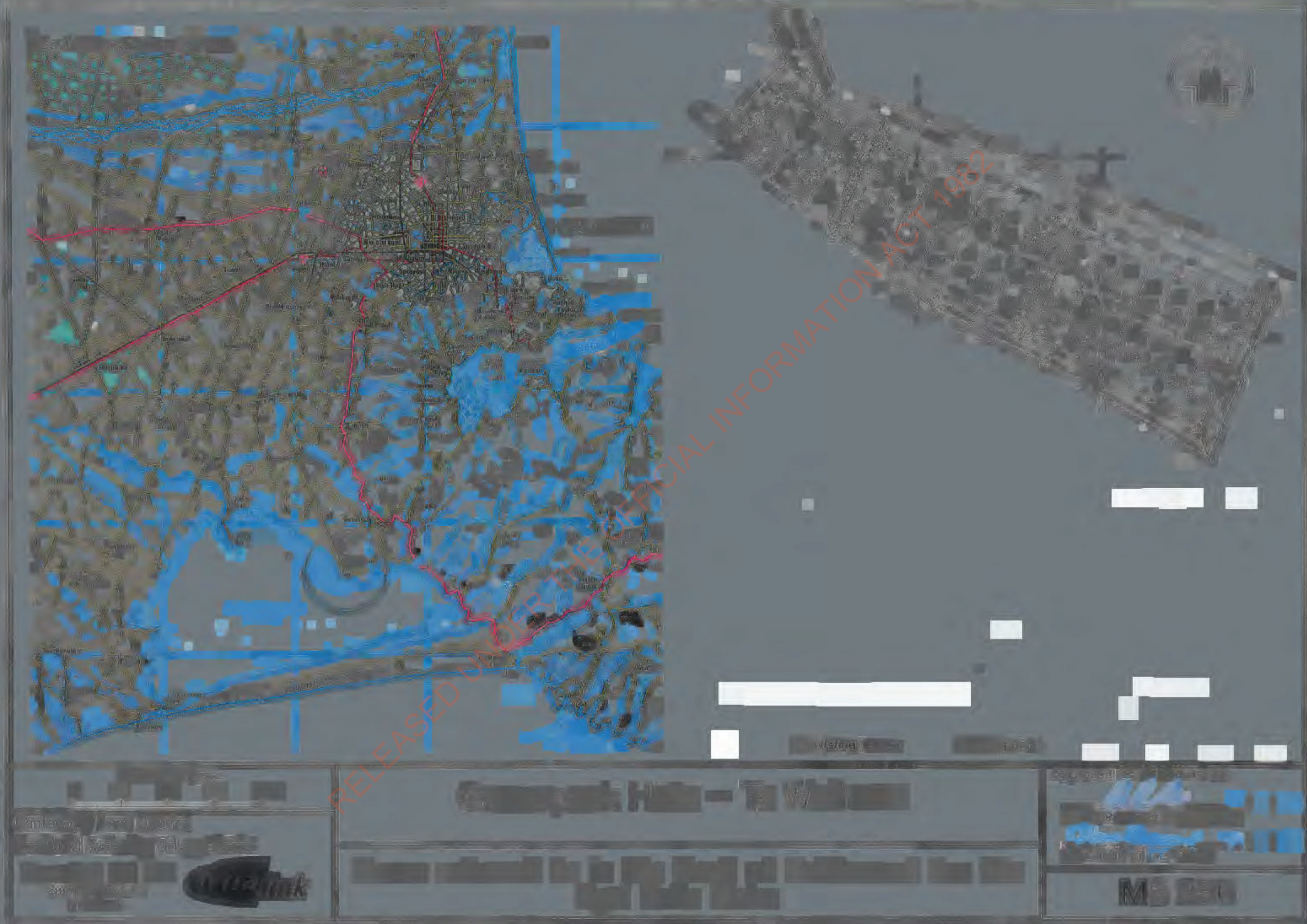
4. The Department of Conservation (Canterbury Conservancy) advises that the Crown did not own the huts and that the leases were ground leases only. In their view Ngai Tahu was aware of this, and has not to their knowledge asserted ownership of the huts.

#### **Recommendation**

4. It is recommended that you:  
  
note the contents of this report.

Margaret Dugdale  
for Director





RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982



MS256

LT72

46B/187

Reference:  
Prior CT:  
Document No.: A430275.1



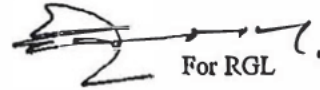
# CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT 1952

This Certificate dated the 20th day of October One Thousand Nine Hundred and Ninety Nine under the seal of the Registrar-General of Land, New Zealand, for the Land Registration District of CANTERBURY being a Certificate in lieu of Grant WITNESSETH that TE RUNANGA O NGAI TAHU is seised of an estate in fee simple (subject to such reservations, restrictions, encumbrances and interests as are notified by memorial endorsed hereon) in the land hereinafter described, delineated on the plan hereon, be the several admeasurements a little more or less, which was originally acquired by the abovenamed as from 22 October 1998 under the Ngai Tahu Claims Settlement Act 1998 that is to say: All that parcel of land containing 1.6489 hectares, more or less being LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 DEPOSITED PLAN 80579



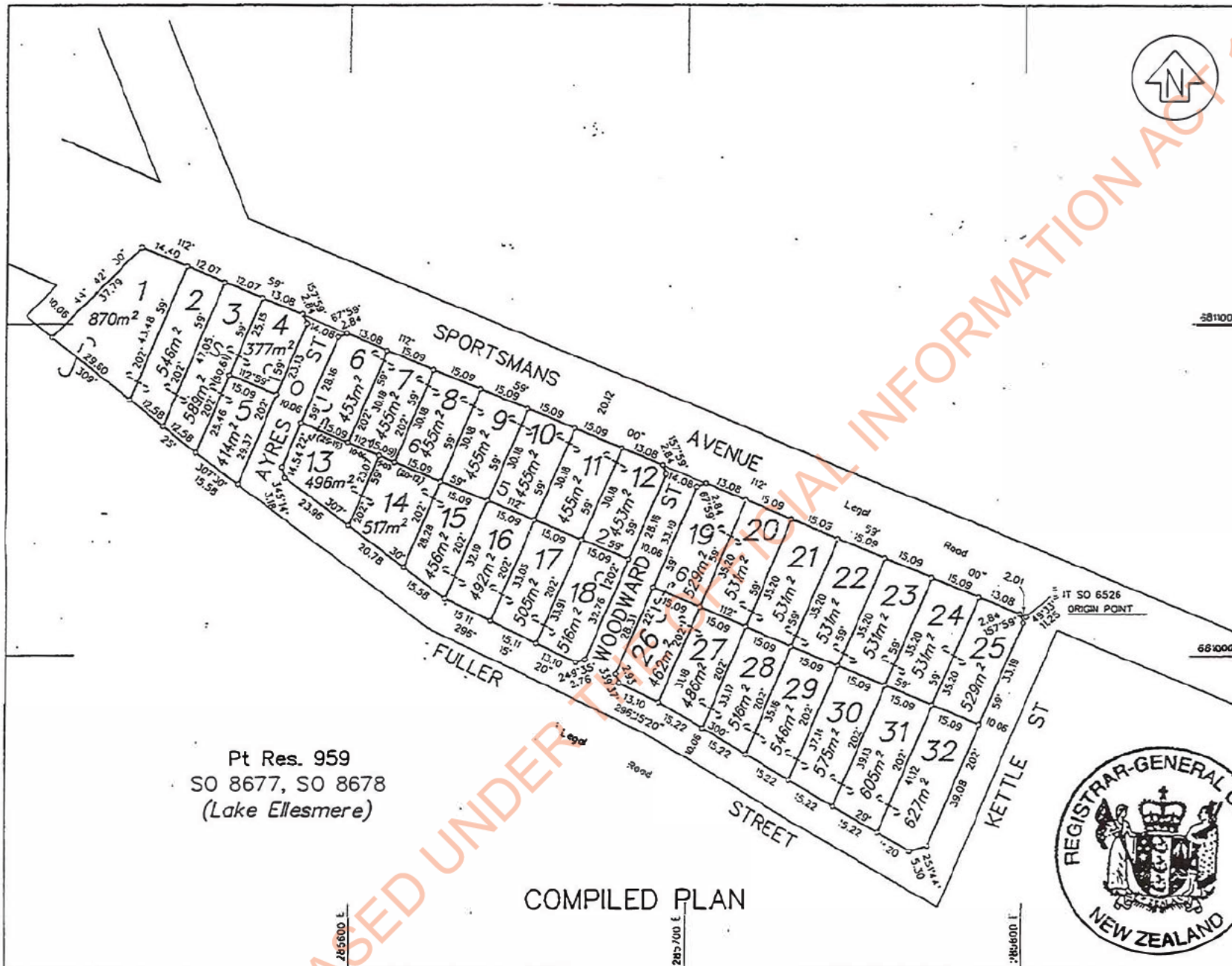
Subject to Part IVA Conservation Act 1987

Subject to Sections 10 and 11 Crown Minerals Act 1991

  
For RGL

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

46B/187



Approved as to Boundaries  
For Te Rūnanga O Ngāi Tahu:

Te Rūnanga O Ngāi Tahu

For Her Majesty the Queen

Department of Conservation

Exempt from the provisions of Section 11 or Part X Resource Management Act 1991 pursuant to Section 476(3) Ngāi Tahu Claims Settlement Act 1998.

Lots 1 - 32 are vested in Te Rūnanga O Ngāi Tahu Pursuant to Section 125 Ngāi Tahu Claims Settlement Act 1998. See Ngāi Tahu Deed of Settlement Allocation Plan MS 256 (SO 19872).

Certificate of Title Allocated

Lots 1 - 32 46B/187

Notes: 1. All marks and dimensions are adopted and adopted from SO 6526.  
2. All roads shown are legal.

Bearing Datum: Cadastral

Coordinate Datum: Cadastral  
Mt Pleasant Circuit Coordinates  
Circuit Origin: Mt Pleasant

Origin Point: IT SO 6526 from SO 6526  
881018.77mN 300 000mE  
285809.68mE

Total Area: 1.6489 ha

Comprised in: see Note above

1. Craig Kenneth McInnes

Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Christchurch this 31st day of March 1999 Signature *C. McInnes*

Field Book 2. Reference Plans: SO 6526 SO 19872

Examine

Correct *Sejillo*

Approved as to Survey

23/3/99 *[Signature]* Deputy Chief Surveyor

Deposited this 20 day of OCT 1999

For Registrar General of Land

Plan: 108 50872  
Amount: 7.00 0 9  
Instructions

DP-80579

LAND DISTRICT CANTERBURY  
Survey Blk. & Dist. XIV Halswell

Lots 1 - 32 being definition of  
Part Reserve 959

TERRITORIAL AUTHORITY: Selwyn District  
Compiled by TERRALINK NZ LTD  
Scale 1:800 Date March 1999