

## **Crown Pastoral Land Tenure Review**

**Lease name : Mt HUTT**

**Lease number : PC 051**

### **Due Diligence Report (including Status Report) - Part 3**

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

**June 09**

10 FEB 1987

Description: Part Run 277 "Mount Hutt"

Situated in: Blocks III, IV, V, VI and IX, Hutt Survey District

S.O. Plan: \_\_\_\_\_ Local Authority: Ashburton County Council Area: 2331.4053 m<sup>2</sup>/ha

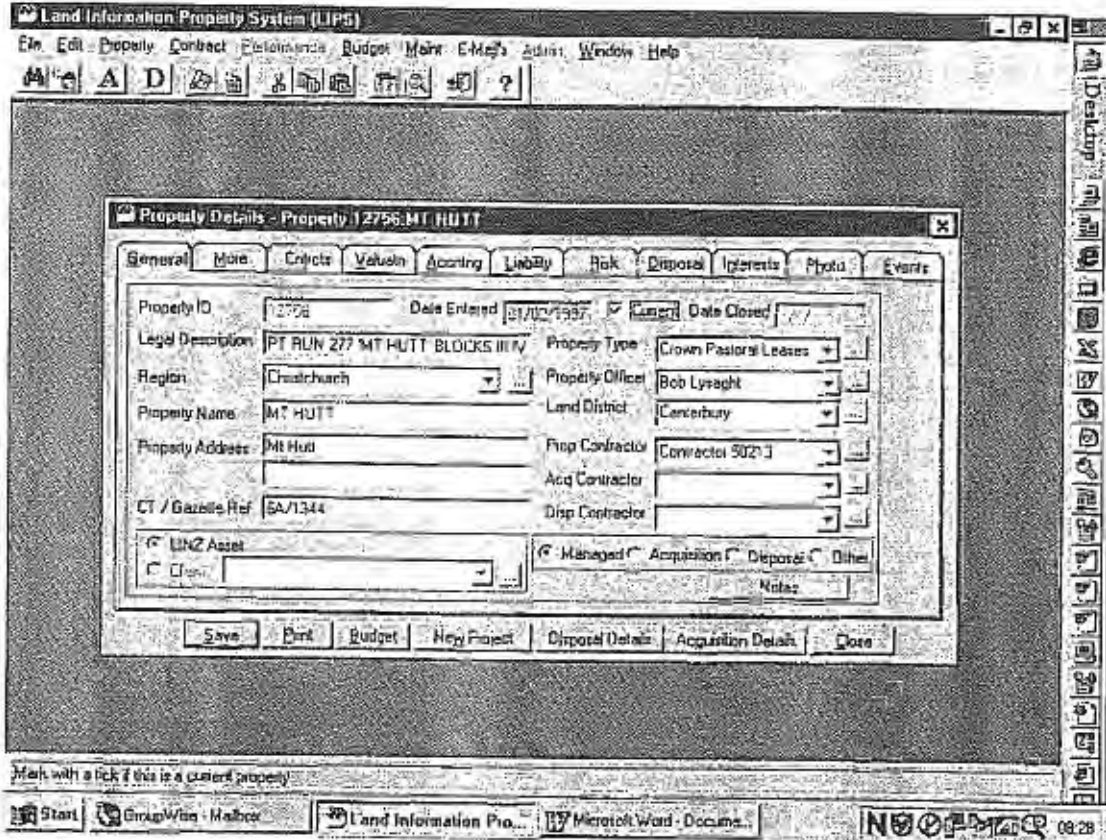
Main File	DETAILS OF LEASE OR LICENCE						
	Selector	File	Date of Selection	Term Years / From	R.V. Price	A/Rent Instalment	Det. Exp.
	<u>Part Run 277</u>	<u>PS1</u>	<u>1.3.55</u>	<u>33</u> / <u>1.7.55</u>	<u>6000.00.</u>	<u>270.00</u>	<u>31/6/88</u>

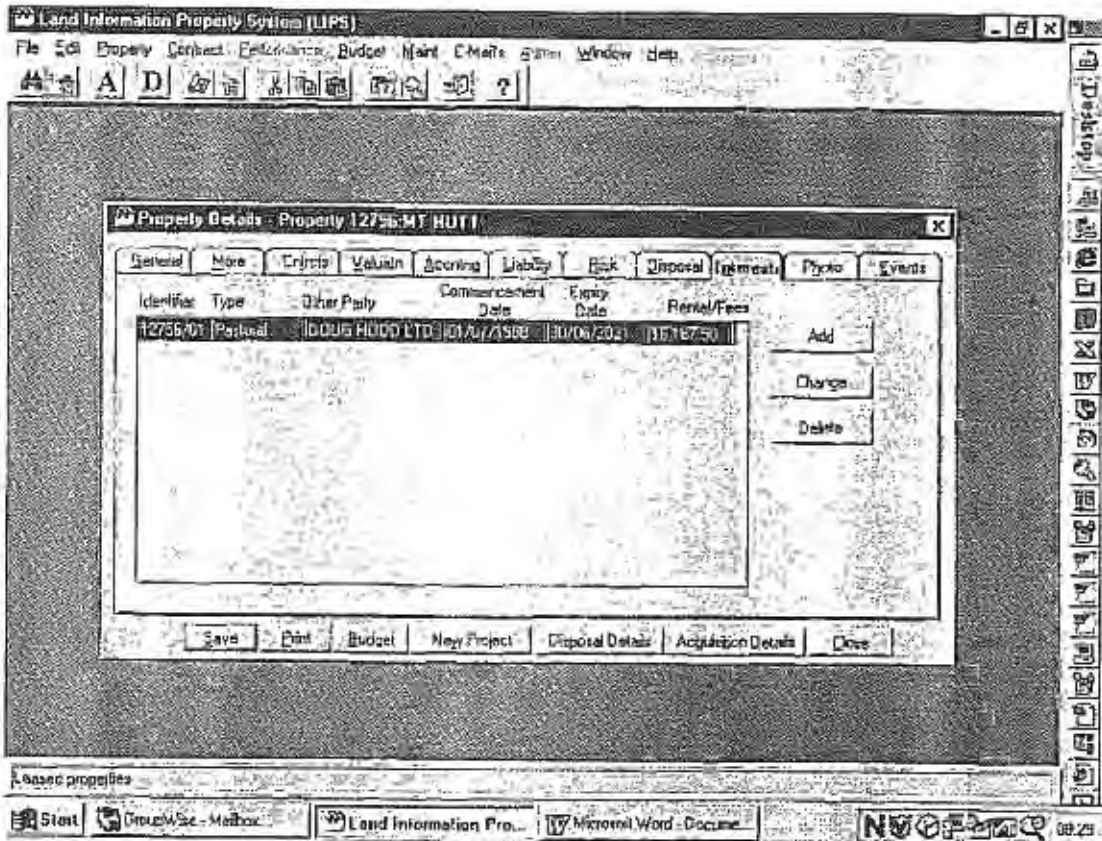
DETAILS OF RESERVATIONS							
Purpose or Classification	Gazette		Administering Body	Vested		Control & Management	
	Year	Page		Year	Page	Year	Page

Valuation Ref: \_\_\_\_\_ C.L./C.T./Deeds Ref: \_\_\_\_\_

Name of Reserve/Locality: \_\_\_\_\_

Description: Part Run 277 "Mount Hutt"





Land Information Property System (LIPS)

File Edit Property Contact Performance Budget Maintenance E-Maps Admin Window Help

Interests (Leases, Easements etc) Crown Forest Licenses

Identifiers: **12755 MI HUTT**

Identifiers	<b>12755 MI HUTT</b>	Rental	\$5,187.50
Dilator Party	DOUG HOOD LTD & KB HOOD	Address	MI Hut Station
Type / Purpose	Pastoral Lease	RD 12, Roxton	
Term	33 YEARS	Phone	
Commencement Date	01/07/1989	Fax	
Expiry Date	30/06/2021	Is the interest current	Yes
Contingent Events		Add a new Event e.g. Fee Review, Interest Renewal <b>New Event</b>	
Conditions			
Notes	KF File Ref: 051		

Save Close

The unique identification number. If no number is allocated use the property ID number eg. 13785/1

Start Outlook - Mailbox Land Information Property System Microsoft Word - Document1 08:29

*Art Huff*



**COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952**



**Historical Search Copy**

*R. W. Muir*  
R. W. Muir  
Registrar-General  
of Land

**Identifier** CB6A/1344  
**Land Registration District** Canterbury  
**Date Registered** 30 May 1966 12:00 am

**Prior References**  
CB529/67

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<b>Type</b>	Lease under s83 Land Act 1948	
<b>Area</b>	2331.4054 hectares more or less	<b>Term</b> 33 years from 1.7.1955 and extension of the term for 33 years commencing on 1.7.1988

**Legal Description** Part Run 277

**Original Proprietors**

Doug Hood Limited as to a 5/6 share  
Keith Bernard Hood as to a 1/6 share

**Interests**

- 178960.1 Variation of the terms of the within Lease - 31.5.1978 at 9.04 am
- 198672.1 Land Improvement Agreement pursuant to Section 30 and 30A Soil Conservation and Rivers Control Act 1941 - 18.10.1978 at 9.09 am
- 569124.1 Mortgage to The National Bank of New Zealand Limited - 2.10.1985 at 10.00 am
- 860116.1 Variation of the within Lease - 5.3.1990 at 11.24 am

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Patent C/T.  
N.C. Order No. 583010  
License No. 529/67  
Pastoral



# REGISTER

Land and Deeds 71

This lease is not registered under the Land Transfer Act 1952. Registered under Section 83 Land Act 1948.

No. 6A/1344

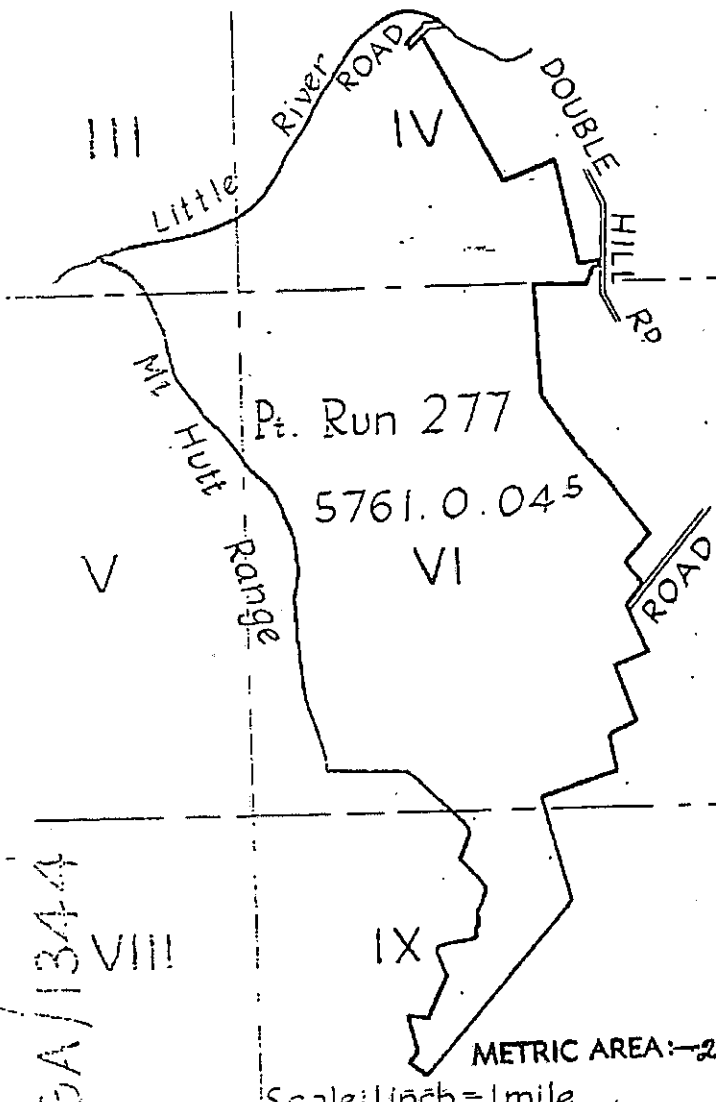
## CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT LEASEHOLD

Registered Lease No.	Name of Lessor	Term of Lease	Lessor's Title: Vol. Folio
Pastoral Vol. 529 Folio 67	Her Majesty the Queen	33 years from 1.7.1955.	Crown land

This Certificate dated the 30th day of May one thousand nine hundred and sixty six under the seal of the District Land Registrar of the Land Registration District of Canterbury

WITNESSETH that THE PUBLIC TRUSTEE

is seized of an estate of leasehold created by the lease particulars of which are set out above (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorials underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 5761 acres 4.5 perches or thereabouts situated in Blocks III, IV, V, VI and IX of the Hutt Survey District being part of Run 277 "Mount Hutt"



*[Signature]*  
Assistant Land Registrar

~~Transfer~~  
Transfer 821929 to The Trustees Executors and Agency Company of New Zealand Limited at Dunedin and Neville Garde Austen Young of Christchurch, Solicitor (jointly interse) and to The Trustees Executors and Agency Company of New Zealand Limited as tenants in common in equal shares - 10/2/1971 at 9.15 a.m.

~~Mortgage~~  
Mortgage 821930 to The Trustees Executors and Agency Company of New Zealand Limited - 10/2/1971 at 9.15 a.m.

~~Variation of Mortgage~~  
Variation of Mortgage 821930 - 31/8/1971 at 11.55 a.m.

~~Mortgage~~  
Mortgage 59909/1 to The Royal Banking and Finance Corporation of New Zealand - 21.11.1975 at 12.02 p.m.

METRIC AREA: 2331.4053 ha

Scale: 1 inch = 1 mile

- OVER -

6A/1344

VIII

No. 178960/1 Variation of the terms of the within Lease - 31.5.1978 at 9.04 am.

*[Signature]*

for A.L.R.

Transfer 180746/2 to Doug Hood Limited at Ashburton (as to a 5/6th share) and to Keith Bernard Hood of Ashburton, Farmer (as to a 1/6th share) as tenants in common in the shares stated - 13.6.1978 at 1.31 pm.

*a. a. Jullod*  
*for A.L.R.*

Mortgage 186566/1 to The Trustees Executors and Agency Company of New Zealand and Neville Garde Austen Young (jointly interested) and the said The Trustees and Executors and Agency Company of New Zealand in shares - 24.7.1978 at 11.01 am.

*a. a. Jullod*  
*for A.L.R.*

No. 198672/1 Agreement under Sections 30 and 30A of the Soil Conservation and Rivers Control Act 1941 - 18.10.1978 at 9.09 a.m.

*[Signature]*  
for A.L.R.

Mortgage 212305/1 to The Rural Banking and Finance Corporation - 5-2-1979 at 9.54a.m.

for A.L.R.

Mortgage 265398/1 to The Rural Banking and Finance Corporation - 7-3-1980 at 8.23a.m.

for A.L.R.

Variation of Mortgage 212305/1 - 26.5.1981 at 9.51 am.

for A.L.R.

Mortgage 326778/5 to The South British Life Assurance Company Limited - 26.5.1981 at 9.52 am.

for A.L.R.

No. 326778/6-Memorandum of Priority making mortgages 326778/5, 212305/1 and 265398/1 first, second and third mortgages respectively - 26.5.1981 at 9.52 am.

for A.L.R.

Mortgage 569124/1 to The National Bank of New Zealand Limited - 2.10.1985 at 10.00am.

*[Signature]*

A.L.R.

No. 860116/1 Variation of the within Lease and extension of the term for 33 years commencing on 1.7.1988 - 5.3.1990 at 11.24am

for A.L.R.

*[Signature]*

DISCHARGED  
23/5/81  
L 5/1/81  
830001





NOT REGISTERED UNDER THE LAND TRANSFER ACT 1912.

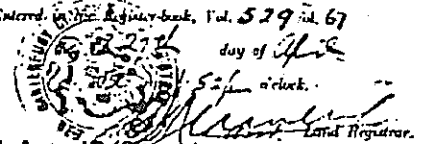
Pastoral Licence  
Issued as a Renewal of (various Exchanges for) Licence  
registered in Volume 5529  
No. 398

NEW ZEALAND

Entered in Registry Book, Vol. 529 p. 67

1944 B. 1

LAND DISTRICT

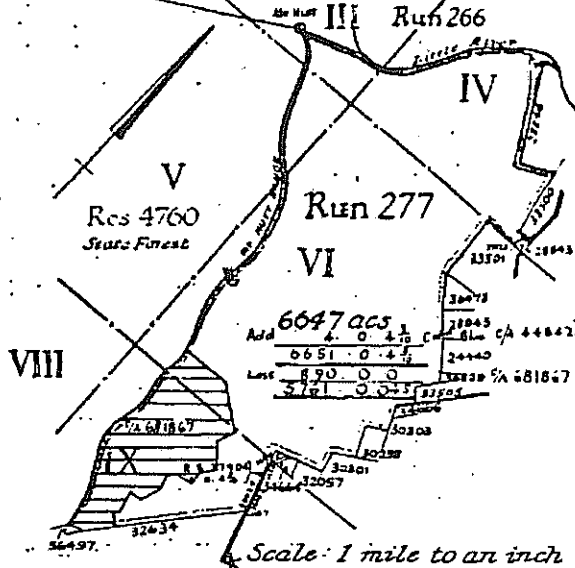


6/11/44 H 12775

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 51

This Deed, made the first day of March, one thousand nine hundred and fifty-five between HER MAJESTY THE QUEEN (who, with her heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and The Public Trustee (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, of the Dominion of New Zealand, that, in consideration of the rent hereinafter ascertained, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee all that piece or parcel of land containing by admeasurement 6647 acres, more or less, and being situated in the Land District of Canterbury, parishes, a little more or less, Run 277 "Mount Hutt" situated in that Survey District, Ashburton County.



(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-five, together with the period between the date of this lease and the aforesaid first day of July

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of one hundred and thirty-five pounds (£135) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£ ) by a deposit of (£ ) (the receipt of which sum is hereby acknowledged) and thereafter by (£ ) half-yearly instalments of pounds shillings and pence (£ : : ) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:—

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter stated in that behalf; and she will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be imposed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up the said lease on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land *domo sua* for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will, at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1925.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purposes on the said land and where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1928, burn any rubbish, brush, fern, or grass on the said land, nor permit any rubbish, brush, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid and be without disturbance of the Lessee's work.

AND it is hereby agreed and declared by and between the Lessor and the Lessee:—

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1915) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 30 yards of a yard, garden, orchard, vineyard, sawery, or plantation, or within 100 yards of any building: dwelling-house: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 64 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

529/67

- (5) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (6) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
  - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
  - (b) Drop such area of the said land as is sufficient for the use of himself and family and his employees;
  - (c) Plough and sow in grass any portion of the said land;
  - (d) Cheat any portion of the said land by filling and bearing back or grub and sow the land or cleared in grass;
  - (e) Further sow in grass any portion of the said land;
 Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (7) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and that the purpose of this clause is to comply with the conditions and covenants herein contained and to ensure that the number of stock on the said land during the lease shall not, without the prior consent of the Commissioner, exceed the maximum number of animals of any one class which the land is capable of supporting.
- (8) THAT if the Lessee shall have New Zealand or alienate the said land or if he ceases to be a resident of New Zealand or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, or if he shall default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and this without discharging or releasing the Lessee from liability for rent due or arrears due or for any prior breach of any covenant or condition of the lease.
- (9) THAT these covenants are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the 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.

WITNESSES

Commissioner of Crown Lands and District Public Trustee for Canterbury

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the said Commissioner, on behalf of the Lessor, in the presence of—

Witness: C. H. Adams  
 Occupation: Land Office Clerk  
 Address: Christchurch

Witness: [Signature]  
 Occupation: Public Trustee  
 Address: Christchurch

[Signature]  
 Asst. Commissioner of Crown Lands

The Public Trustee  
[Signature]  
 District Public Trustee for Canterbury, Lessee

- (1) That the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked provided that sheep are depastured on the said land from approximately mid June to approximately mid September and, further, provided that the number of sheep depastured on the said land for nine months in any year does not exceed 1925 sheep (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved.) But the Commissioner may, on notice in writing, permit the lessee to depasture thereon any greater number should he deem it advisable or expedient to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in part in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.
- (2) That, should the lessee revert to the practice of wintering stock on the run during the months of June, July, August and September, then this right is reserved to the Lessor to review the stock limitation referred to in Clause (1) hereof.

M. 536. Mortgage of this lease to the Australian Mortgage Society.  
 Approved by [Signature] on 13 December 1944 and recorded 15 January 1945.

M. 537. Mortgage of this lease to the [Signature] and [Signature].  
 Approved by [Signature] on 13 December 1944 and recorded 15 January 1945.

Certificate of Attention 681867 certifying the description of the within land to be Pat Run 777 Mount Pleasant area 5761 acres 6.5 hecres. Issued 18/5/1966 at 9.12 am.

Number: 152  
 Form: 152  
 Date: 27 APR 1966  
 Office: 152

M.C.O. 687010  
 30/5/1966

2235. issued to [Signature] under Act. 6A/1344  
 issued [Signature] A.L.R.

600,795. Certificate of Attention. The area of the within described land has been increased by the addition of 4 acres and 2/10 being P.D. 21904. Rental value, unimproved, entered 6th November at 10.20 am.

Consent 297329 by [Signature] and [Signature] at 10/12/45.

600,795. Change of appellation whereby the description of the within land is changed to [Signature] and [Signature] produced this 21st day of May 1953 at 1.22 pm.

675,476. Change of Appellation whereby the description of the within land is changed to [Signature] and [Signature] produced this 12th day of April 1956 at 11.00 am.

Transfer 681866 produced 18/5/1966 and with change from registration 24/5/1966.  
 Transfer 681868 and surrender of within lease Reserve 5200 (approx 890 acres) to Her Majesty Queen as and for Crown land subject to deed act 1948 - 18/5/1966 at 9.11 am.

NR



No. — Agreement  
under Section 30 and  
of the Land Conveyance  
and Power Conveyance Act 1961



OCT 18 9 09 AM '78

District Land Registry  
Christchurch No. 1

198672/1  
GA/1344

RECEIVED

THIS AGREEMENT made the *thirteenth* day of *September* 1978.  
BETWEEN the SOUTH CANTERBURY CATCHMENT BOARD duly constituted  
under the Soil Conservation and Rivers Control Act 1941 (herein-  
after called "the Board") of the one part and DOUG HOOD LTD  
and KEITH HOOD of ASHBURTON  
(hereinafter with his executors, administrators and assigns  
called "the Owner") of the other part.

WHEREAS the Owner is the owner/lessee of that parcel of land  
described in the First Schedule hereto (hereinafter referred to  
as "the said land").

AND WHEREAS it has been agreed by and between the Owner and the  
Board that certain works described in the Conservation Plan set  
out in the Second Schedule hereto (hereinafter called "the works")  
be carried out for the control of erosion and the conservation of  
the soil on the said land and also to facilitate greater production  
on the said land AND WHEREAS the Board has agreed pursuant to  
Section 30 of the Soil Conservation and Rivers Control Act 1941 to  
make certain grants by way of subsidy to the Owner in respect of  
the works

AND WHEREAS the parties hereto desire to enter into a Land  
Improvement Agreement under subsection (3) of Section 30 and  
under Section 30A of the Soil Conservation and Rivers Control  
Act 1941

AND WHEREAS the terms of this agreement as hereinafter set out  
have been approved by the Soil Conservation and Rivers Control  
Council.

NOW THEREFORE the parties hereto do hereby covenant and agree  
one with the other as follows:

1. IN consideration of the premises and of the covenants  
hereinafter contained and on the part of the Board to be  
observed and performed the owner will during the next two  
years carry out the works in accordance with the Conservation  
Plan and the Specifications described therein.
2. IN consideration of the premises and of the covenants  
hereinafter contained and on the part of the Owner to be observed  
and performed the Board will at its own expense subsidise the  
work carried out by the Owner in accordance with the Conservation  
Plan set out in the Second Schedule hereto and according to the  
Specifications therein in the proportions described in the  
aforementioned Conservation Plan.
3. UPON completion of any item of work referred to in the  
Second Schedule to the satisfaction of the Board the Board shall  
pay to the Owner the subsidy shown therein as payable in respect  
of that item.

*MAH* *JH*

4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, for the term of this agreement which shall be for a period of ninety- years after completion of the works.  
nine

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derved from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in connection with the Conservation Plan.

8. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

9. IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

*[Handwritten signatures]*

THE FIRST SCHEDULE  
=====

Run 277 "Mt Hutt" situated in Hutt S.D.  
Ashburton County

2331.4053 ha

Registered in Volume 6A Folio 1344  
Canterbury Land District

THE SECOND SCHEDULE  
=====

PART I  
=====

"The Scheme" includes fencing and planting as indicated  
and located on the attached plan.

Z Creek:

Estimated Cost of Works	\$7,230
Subsidy	Approx. 58% nett

Y Creek to be treated in 1979:

Estimated cost of Works	\$5,840
Subsidy	Approx. 58% nett

PART II  
=====

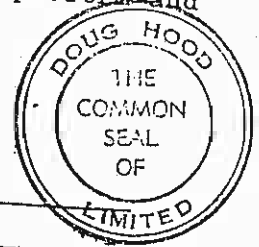
"The Owner" agrees to the following:-

- (a) To maintain the fence in good repair to exclude stock, except that repair of exceptional damage (storm, etc.) to be negotiated with the Board.
- (b) Not to cut down the trees planted as part of "the works" without written permission of the Board.
- (c) Board representatives to, be permitted to inspect the area involved at any reasonable time.
- (d) The Dry Creek Rating District or similar local contributing scheme when formed, to, with Board staff, carry out additional planting to reinforce the Owner's works, as agreed to from time to time.

*Handwritten initials/signature*

IN WITNESS whereof these presents have been executed on the day and year first before written.

I, Doug Hood Ltd and Keith Hood, the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

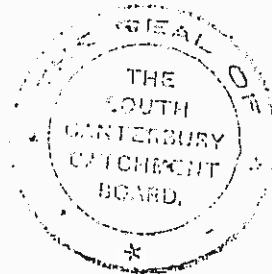


SIGNED by the said DOUG HOOD LTD KEITH HOOD as Owner in the presence of :

*[Handwritten signatures]*

*[Handwritten signature]*  
Soil Conservator

THE COMMON SEAL OF THE SOUTH CANTERBURY CATCHMENT BOARD was hereunto affixed in pursuance of a resolution of the Board in the presence of :



*[Handwritten signature]*

Members of the Board

*[Handwritten signature]*  
Secretary

I, Francis George HOWE of Timaru, Secretary to the South Canterbury Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

*[Handwritten signature]*



RO. HOGG - County HOGG

NOT REGISTERED UNDER THE LAND TENURES ACT 1925

Section 24, Act 1925, sub. 1

1914/15

Land Officer

Pastoral License  
issued as a license of (pastoral license) Act 1925  
registered in the office of the  
Ex. 3-5

6/10/14 1132776

LAND DISTRICT

Pastoral Lease of Pastoral Land under the Land Act, 1912

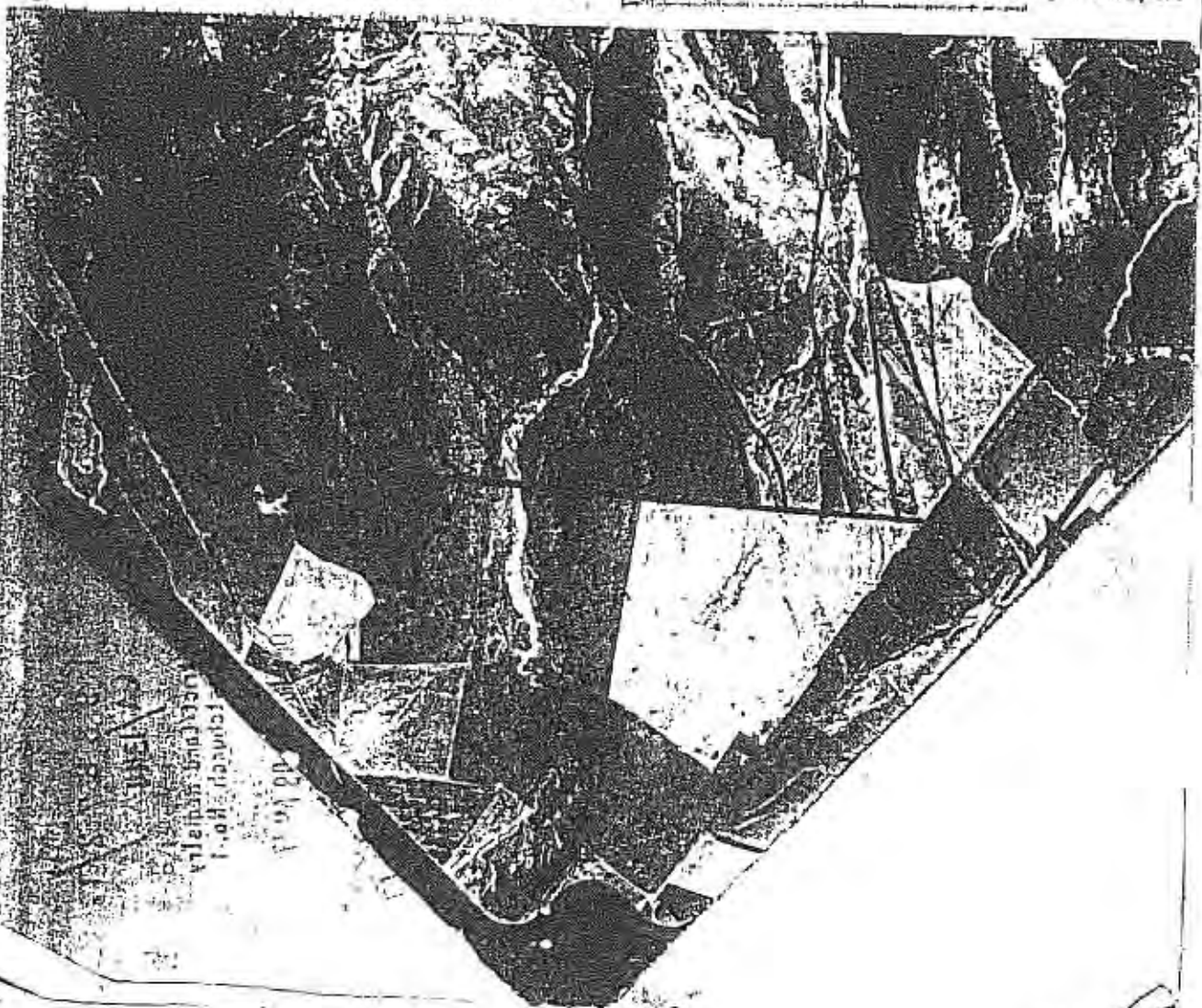
No. 2

This Deed, made the first day of March 1914, between THE MAJESTY OF THE KING and HER MAJESTY THE QUEEN

... and the Government of New Zealand, in pursuance of the provisions of the Land Act, 1912, that the said land should be granted to the said lessee, subject to the conditions, covenants, and provisions therein contained, and that the said land should be granted to the said lessee, subject to the conditions, covenants, and provisions therein contained, and that the said land should be granted to the said lessee, subject to the conditions, covenants, and provisions therein contained.



... the said land, and the same is more particularly defined on the plan attached hereto and shown when it is put together with the survey plan, and approved thereon following. The said land is granted to the said lessee, subject to the conditions, covenants, and provisions therein contained, and that the said land should be granted to the said lessee, subject to the conditions, covenants, and provisions therein contained.



Survey No. 1  
1914/15



MEMORANDUM OF RENEWAL


HER MAJESTY THE QUEEN Lessor

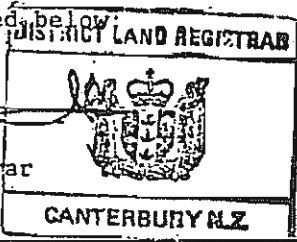
DOUG HOOD LIMITED Lessee

KEITH BERNARD HOOD Lessee

Particulars entered in the Register on

Date and at the time recorded below:

  
 District Assistant Land Registrar



Land Corporation Limited  
CHRISTCHURCH

AVAILIBLE  
514190  
AMM

REGISTER  
11.24 05.MAR90 C 860116  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY CANTERBURY  
ASST. LAND REGISTRAR



Reply to: Christchurch

860116.1 VL



Our ref: P51

5 March 1990

District Land Registrar  
Lands and Deeds  
Private Bag  
Christchurch

Attention: S A McLeod

Dear Mr McLeod

DEALING 853389 -REGISTRATION OF RENEWAL OF PASTORAL LEASE

This dealing lodged on 30 January 1990 was rejected as it was your opinion that Deed 686366/1 had expired. A new Pastoral Agreement between the Crown and this Corporation has now been registered. This Agreement was registered on 19 February 1990 as Document No. 856748/1.

Consequently this dealing is now relodged using this new document number.

Yours faithfully

Diane Fitzharding-Jones  
Property Officer

INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED

REGIONAL OFFICE

DISTRICT OFFICES

Christchurch  
Southside Tower  
76 Cashel Street  
Private Bag  
CHRISTCHURCH  
Telephone (03) 799-787  
Fax (03) 798-440

Westport  
Government Buildings  
Painemson Street  
PO Box 65  
WESTPORT  
Telephone (0289) 7968

Hokitika  
Landcorp House  
49 Tamar Street  
PO Box 176  
HOKITIKA  
Telephone (0288) 56-960  
Fax (0288) 59-780

Tenaru  
Public Trust Building  
3rd Floor  
Cor Church & Sophia Sts  
PO Box 564  
TIHARU  
Telephone (056) 46-340

Alexandra  
4 Limerick Street  
PO Box 27  
ALEXANDRA  
Telephone (0294) 86-925

Dunedin  
258 Stuart Street  
PO Box 5744  
DUNEDIN  
Telephone (034) 740-571  
Fax (034) 775-167

Invercargill  
Land Corporation Building  
197 Spay Street  
PO Box 825  
Telephone (021) 44-489  
Fax (021) 56-628

IN THE MATTER

of the Land Transfer Act 1952 and the Land Act 1948

AND

IN THE MATTER

of Pastoral Lease P51 registered in Volume 6A, folio 1344, Canterbury Land Registry, from HER MAJESTY THE QUEEN to DOUG HOOD LIMITED, at Ashburton (as to a 5/6th share), and KEITH BERNARD HOOD of Ashburton, Farmer (as to a 1/6th share), as Tenants in common in the said shares.

Pursuant to Section 170 of the Land Act 1948 the term of the above-mentioned lease registered in Volume 6A, folio 1344, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1988. The Covenant to pay rent and the Rental Value contained in the lease is hereby varied by deleting the said covenant and substituting the following:-

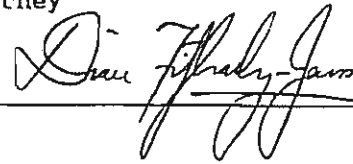
Yielding and paying therefore for the first 11 years of the said term unto Land Corporation Limited at Christchurch, the annual rent of \$1,950.00 (exclusive of GST) calculated on a Rental Value of \$130,000.00, payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said period of 11 years, and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their name this 5<sup>th</sup> day of DECEMBER 1989.

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN pursuant )  
to a Deed lodged with the District )  
Land Registrar as No. ~~686354~~ by )  
LAND CORPORATION LIMITED by its )  
Attorney DIANE FITZHARDING-JONES )  
in the presence of; )

LAND CORPORATION LIMITED by its,  
Attorney



Witness: Coleby

Occupation: PROPERTY OFFICER

Address: DANORP, CHCH.

THE COMMON SEAL of DOUG HOOD )  
LIMITED at Ashburton was )  
hereunto affixed in the presence )  
of; )



W.D. Hood  
Director

Secretary

SIGNED by the said KEITH BERNARD )  
HOOD in the presence of; )

R.D. Hood  
K.B. Hood Lessee  
Lessee

~~Witness: R.J.D.~~ Witness: Keith Bernard  
~~Occupation: Manager~~ Occupation: Property Appraiser  
~~Address: 111 North 5th Street~~ Address: LANDCORP  
100 12 R.D. CHRISTCHURCH  
Rakura

Correct for the purposes of the Land Transfer Act.

[Signature]  
Solicitor for the Lessee

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

DIANE FITZHARDING-JONES of Christchurch, Property Officer

HEREBY CERTIFY -

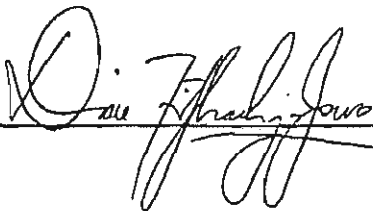
1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLLENHEIM (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

- 2. THAT at the date hereof I was Property Officer of the said Corporation.
- 3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Christchurch )  
this 5<sup>th</sup> day of DECEMBER )  
19 89 )

  
\_\_\_\_\_

CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN

THE PUBLIC TRUSTEE

(Deputy, L. H. Richardson)

Lessee  
Lessor

PARTICULARS entered in the Register-book,

Volume 67 folio 67

18 MAY 1900



Abstract  
Deed of  
CANTERBURY  
Trustee of

LAND REEDS  
Name: A  
From: 2  
1885 066

2870

P

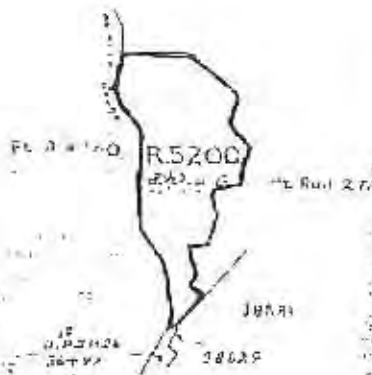
L 35-49

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT, 1948

In the exercise of the Land Transfer Act 1952, and the Land Act 1948

and

In the exercise of the power vested in HER MAJESTY THE QUEEN or THE PUBLIC TRUSTEE of Part Run 277 "Mt. Nutt" and Reserve 5200 Blocks III, IV, V, VI and IX Sub Survey District



Scale - 1 inch to 1 mile

(P 57)

registered in

Vol 529 of 67 SANTEMBURY Land Registry

This is to certify that on 3 May 1966 the area in the above-mentioned lease was reduced to 5761 acres 0 roods 4.5 perches by the surrender thereof of Reserve 5200 Blocks III and IX Sub Survey District 890 acres

The Land remaining in the lease is described in the schedule hereunder -

SCHEDULE

Part Run 277 "Mt. Nutt" Blocks III, IV, V, VI and IX Sub Survey District

Area - 5761 acres 0 roods 4.5 perches

(Note - no adjustment in Rent comprised by 23/5/66 lease)

Leasehold title 529/67  
area reduced to  
5761 0 4.5

Down Please continue  
titles

Time and place

15/6/66

As witness my hand, this 16 day of May 1966

*[Signature]*  
Assistant Commissioner of Crown Lands



and D. C. ...  
New Zealand

# MEMORANDUM OF TRANSFER

(1) Name, address and occupation of person selling ...  
(2) Name of ...  
(3) Date ...  
(4) Description of ...

"ATKINSON AND PHILLIPS TRUSTEES (hereinafter referred to as the "LAND TRANSFER")  
being registered as the transferee of the land ...  
subject to ...  
which is a deceased person, in all that parcel of land ...  
containing ...

(5) Particulars of the land ...  
(6) Particulars of the ...  
(7) Particulars of the ...  
(8) Particulars of the ...  
(9) Particulars of the ...

being the same a leasehold or less, ...  
particularly the land described in ...  
(195/174), and being all the land comprised and described in ...  
certificate of title, Volume 4, folio 10, (limited as to parcels) ...  
Canterbury Land Registry (hereinafter referred to as "the said land")  
AND WHEREAS by virtue of an Agreement for Sale and Purchase dated ...  
the Second day of December 1964, the transferor agreed to transfer ...  
to Her Majesty the Queen the said land without monetary consideration ...  
together with the leasehold estate held in all that parcel of Crown ...  
land situated in Block 11 and 12, Hutt-Bursey District containing ...  
eight hundred and ninety (890) acres, being the same a little more or ...  
less being Reserve 5200 and being part of Run 277 and being part ...  
of the land comprised and described in Part 1 of Lease No. ...  
registered as Volume 925, folio 67 (Canterbury Registry) for the sum ...  
of one hundred and five pounds (£105)

AND WHEREAS the Land Development Board duly constituted under ...  
the Land Act (1948) has consented to this transaction





ACCEPTANCE

WE HEREBY THE QUEEN do hereby Accept the transfer of the  
said lands hereinafter described for the purpose aforesaid

Dated this 31st day of March 1965

SIGNED for and on behalf of  
HER MAJESTY THE QUEEN by the  
Commissioner of Crown Lands  
for the Land District of  
Canterbury in the presence of

*[Handwritten signature]*

Witness: *[Handwritten signature]*

Occupation: *[Handwritten signature]*

Address: *[Handwritten signature]*

Sec 18  
SO 17637

Crown Land  
(under action)

Pt 1  
DP 7733

Pt RS 31404

Pt RS 23343

RS 37123

RS 37123

RS 3473

RS 3446

RS 3440

Pt RS 33505

RS 30297

RS 3464

RS 30301

Mount Hutt

32058

34657

Pt Res 5200  
SO 10624  
Mt Hutt S.E 33  
Caz 1471 p 16

RS 4413

RS 30581

RS 4404  
Mt Hutt  
S.F.

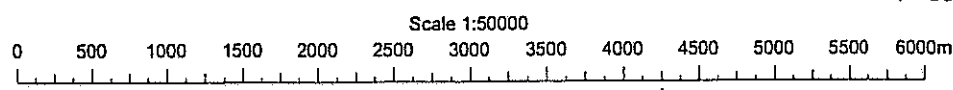
Caz 1455 p 216

Pl Res 4794  
SO 4757  
Mount Hutt State Forest 22  
State Forest  
Caz 1253 p 276

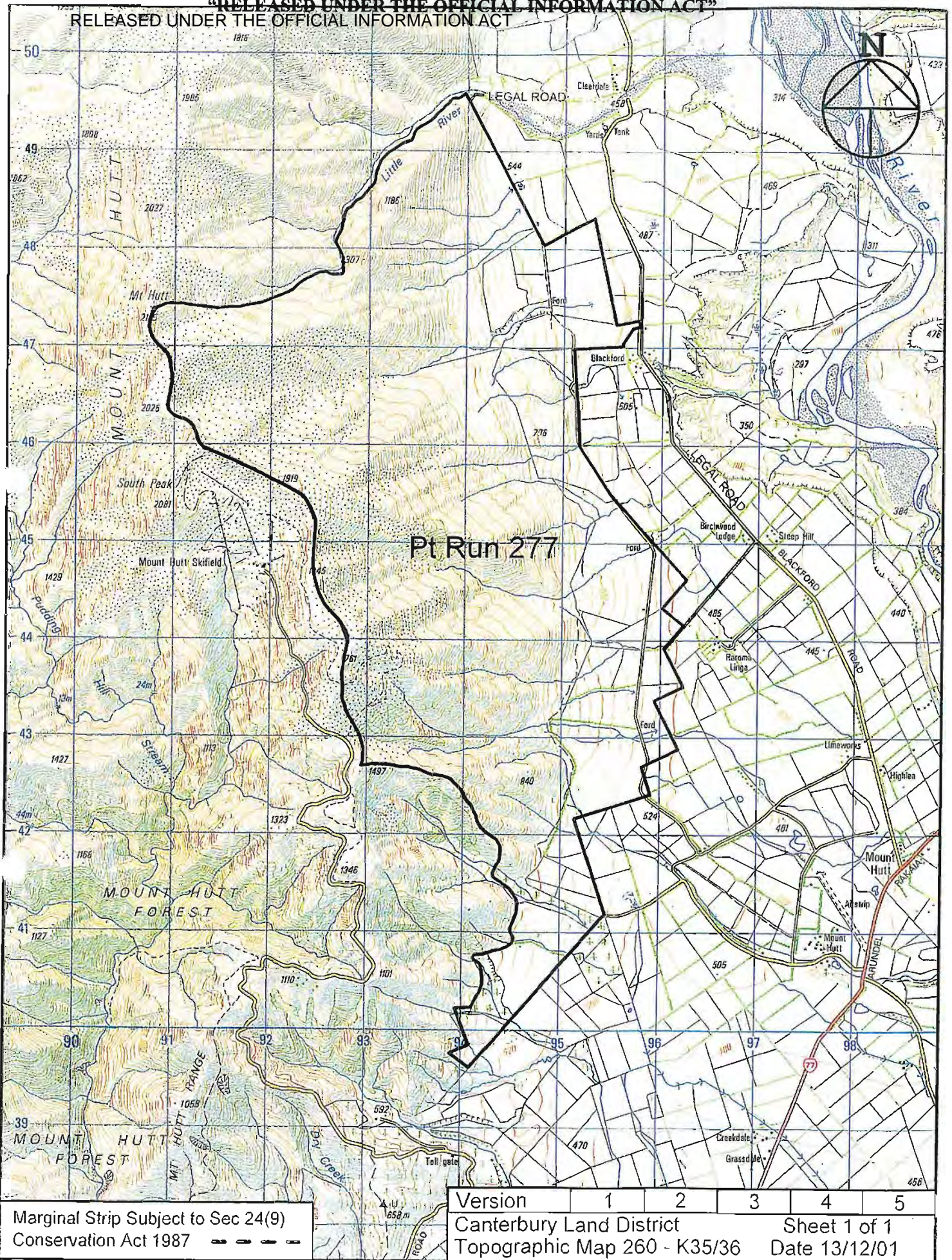
RS 42196  
1459,2500  
SO 16641  
Mount Hutt State Forest 22  
Growth and Preservation of Timber  
Caz 1481 p 959  
State Forest  
Caz 1456 p 1487  
State Forest  
Caz 1376 p 462  
State Forest  
Caz 1376 p 3128



Hoods Freehold.







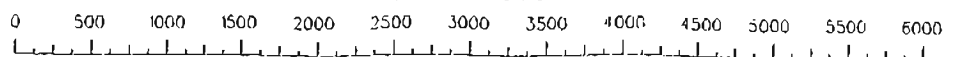
Marginal Strip Subject to Sec 24(9)  
 Conservation Act 1987

Version	1	2	3	4	5
Canterbury Land District	Sheet 1 of 1				
Topographic Map 260 - K35/36	Date 13/12/01				



### Mount Hutt

Scale 1:50000





“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

Sec 18  
SO 17637  
9072.0000

