

Crown Pastoral Land Tenure Review

Lease name: BEAUMONT STATION

- SOUTHLAND

Lease number: PS 091

Due Diligence Report (including Status Report)

- Part 2

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

MEMORANDUM OF RENEWAL AND VARIATION OF PASTORAL LEASE

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No Ps91 registered in Volume 7A Folio 616 Southland District Land Registry from HER MAJESTY THE QUEEN to STRUAN WILLIAM MINTY OF BEAUMONT STATION **FARMER**

(1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 7A Folio 616 Southland Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1990. 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 the Landcorp Property Limited at Alexandra the annual rent of \$2,212.50 plus GST calculated on a rental value of \$147,500.00 payable without demand by equal half yearly payments in advance on the first day of January and the first 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.

TWINESS WHEREOF the parties have here	eunto subscribed their names this
17 day of Juny	1994
SIGNED for and on behalf of HER MAJESTY THE QUEEN by the Commissioner of Crown Lands in the presence of:	
Witness: Spullen Partoral administration of Occupation: Department of Suncy at Address: Wellmaken	Commissioner of Crown Lands Fricer Id Land Information
SIGNED by the Lessee Struan William Minty in the presence of: Witness:	Struan William Minty
Occupation: Address: Quantity	-

REGISTERED IN DUPLICATE

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

Particulars entered in the Register as shown herein on the date and at the time stamped below.

HER MAJESTY THE QUEEN

Lessor

District/Assistant Land Registrar of Southland

STRUAN WILLIAM MINTY

Lessee

001585



LANDCORP PROPERTY LIMITED DUNEDIN

William & Colored	
B. Land Registrar.	5
The same of the sa	6/
one part, and LIVES WILLIAM FRASES, in the Dominion of New Zealand, alministrators, and permitted assigns, "I, of the other part, WITNESSETH	က က
after reserved, and of the coverants, rel or implied and on the part of the st, the Lescor doth hereby denise and or parted of land containing by	
ndred (12,100) acres perches, a little more or less, and , and being and Pt. Runn 1673 and 1573) Watral	S
Survey Matrice: [7], as the same is more particularly	T

NEW ZEALAND

ful land work ----------

SOUTHL. VID LAND DISTRICT

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Pastoral Lease of Pastoral Land under the Land Act,

No. P.27

This Deed, made the First day of March between HIS MAJESTY THE KING (who, with his beirs and successors, is

Teinster Net.

title, miter accessor of the Land Art, 1948

LAND & DEYS Chart 5-1428 1959

Antred No 493.

Fee: E . 417.

hereinafter referred to as "the Lessor"), of the of Boursont Station Shoopfarmer (who, with his executors, of Beamont Station
Shopfarmer (who, with his executors, in hereinafter referred to as "the Lesserthat, in consideration of the rent herein conditions, and agreements herein contain Lesser to be paid, observed, and performs lease unto the Lesser ALL that piece admensurement Twelve thousand one has roots and

rooks and ...
situated in the Land District of Southla

one thousand nine bundred

Run 560 (formerly Pt. Sec.84 Survey District and Tubitize

Entered in the Highster-land, Val 206 for

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(hereinafter referred to as the said land"), as the same is more particularly defineated in the plan the same in the plan therein colound red in outline together with the rights, essements, and appartenances therein belonging. TO HOLD the said premises intended to be hereby demised unto the Lesser for the term of thirty-three years, commencing on the first day of July one thousand into hundred and fifty seven the day of July 1957 and the first day of July 1957 and the first day of July 1957 the period between the date of this lesse and the aforessid first day of Yielding and raving therefore during the lates.

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 Southland the clear annual rent of One hundred and fifteen pounds (£ 115,0.0) payable without demand by equal half-yearly payments in advance on 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 Solyclude And oleo paring hereto the sum of

by a deposit of) (the receipt of which sum is hereby acknowledged) and thereafter

) half-yearly instalments of
pounds shillings pounds shillings) on the 1st day of January and and pence (f.

- we will fully and penetually pay the trut hereinbefore controd at the times and in the manner hereinbefore named in that behalf; and also will pay and discharge all takes, takes, sings whatewere that now are no hereafter may be assessed, brief, or payable in respect of the soid had no any part or parts thorough during the soid term. rate, and outpoints where
- 2. THAT the Lours will within one year after the date of this least take up his residence on the aid land, and thereafter throughout the term of the bear will reside continuously on the aid land.
- 3. THAT the Lower will hold and use the said land fone fide for his own me and benefit and will not transfer, notice, wither, mortgage, or part with proceeding of the said land or any part reof 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 Cross or to a Reputment of State.
 - 4. THAT the Lours will at all times farm the mid land diligently and in a harbandlike manner according to the rules of good hurbandry and will to-t in any way commit waste,
- 3. THAT the Lesses will throughout the term of his lease to the natisfaction of the Commissioner of Crown Lawls for the Lawl District of Southland (hereinsfler referred to as a Commissioner") cut and trim all hymerenors and hedges, clear and keep clear the said land of all notions weeds, and will comply strictly with the provisions of the Notions Weeds Act, 1923.
- 8. THAT the Leaves will keep the said land free from wild snimals, rathits, and other vermin, and generally comple with the provisions of the Rabbit-Nationace Act, 1922.
- T. THAT the Lease 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 amissioner after the commencement of the term of the kesse; and will not at any time without the prior rement of the Commissioner after the channel of any such creek or watercourse or stop or divert Commissioner after the com the water flowing therein.
- 8. THAT the Leave will at all times during the said term repair and maintain and here in good substantial repair, order, and condition all improvements belonging to the Crown (including those stifed in the Schedule hereto which are being purchased by the Leave) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or now them or any part of them.
- 9. THAT the Lence will insure all buildings belonging to the Crown (including those specified in the Schoolule hereto which are being purchased by the Levese) now or hereafter erected on the axid land rable 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 science property such policy and, not later than the forences of the day on which say such premium becomes payable, the receipt for that premium.
- In THAT the Leaves will not throughout the term of the lease without the prior consent of the Commissioner, which convent may be given on such terms and condi-Commissioner thinks fit, fell, wil, or remove any timber, tree, or lead growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction any such timber, tree, or buth naless the Commiember atherwise approves :

Provided that the consent of the Commissioner as aforesicd shall not be necessary where any such timber or true is required for any agricultural, pasturel, boundedly, roadmaking, or building purp the mid-lend nor where the timber or tree has been planted by the Lence.

- 11. THAT the Lance shall not, except for the purpose of complying with any of the previous of the Nassella Tussack Act, 1946, burn any tweech, scrub, form, or gress on the said land to be betterd, noirse in wither case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms 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, egents, and regress over the land comprised in this lease for the purpose of determining whether such fact or any adjoining land is infested with deer, wild grate, wild pigs, open-ones, 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 under disturbance of the Leave's stork.

13. That the lesses shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Lessor and the Lon

- [4] THAT the Leave shall have the exclusive right of pasturage over the said land, but shall have no right to the sail.
- (b) TEAT the Lower shall have no right, title, or claim whatcover to any minerals (within the meaning of the Land Ant, 1914) on or under the surface of the soil of the said land, and all such scinerals are reserved to His Majoray 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 sugged in the welfing, extraction, or removal of any uniteral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Leone of compensation for all damage done to improvements on the said land belonging to the Leone of the said land or any adjacent land of the Crown, subject to the payment to the Leone of compensation for all damage done to improvements on the said land belonging to the Leone of the said land or 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, vinerard, nursery, or plantation, or within 100 yards of any building:

Provided also that the Lence 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, pasteral, household, readmaking, or building purpose on the said land, but not otherwise.

(c) THAT upon the espiration by effuzion of time of the term bereby granted and thereafter at the espiration of each succeeding term to be granted to the Lemes the ontgoing Lenes shall have a right to obtain, in accordance with the provisions of verticus 65 (3) of the Land Act, 1916, a new lease of the land hereby leaved at a rent to be determined in the manner presented by Part VIII

of the said Act for a term of thirty-there years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this leave, including this present provision for the renewal thereof and all previsions ancillary or in relation thereto.

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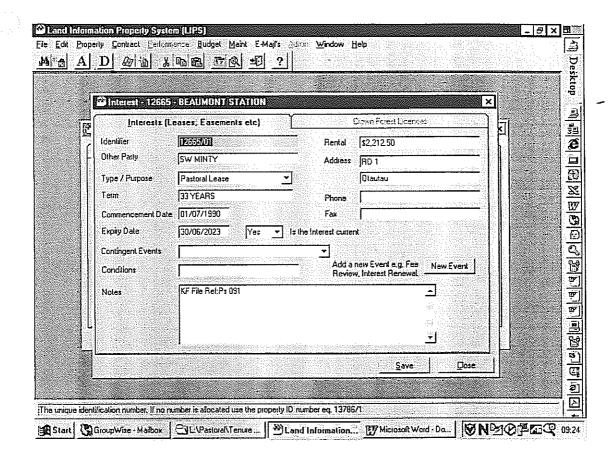
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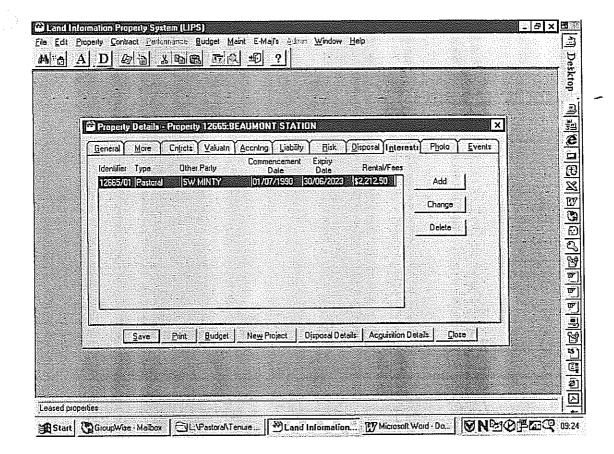
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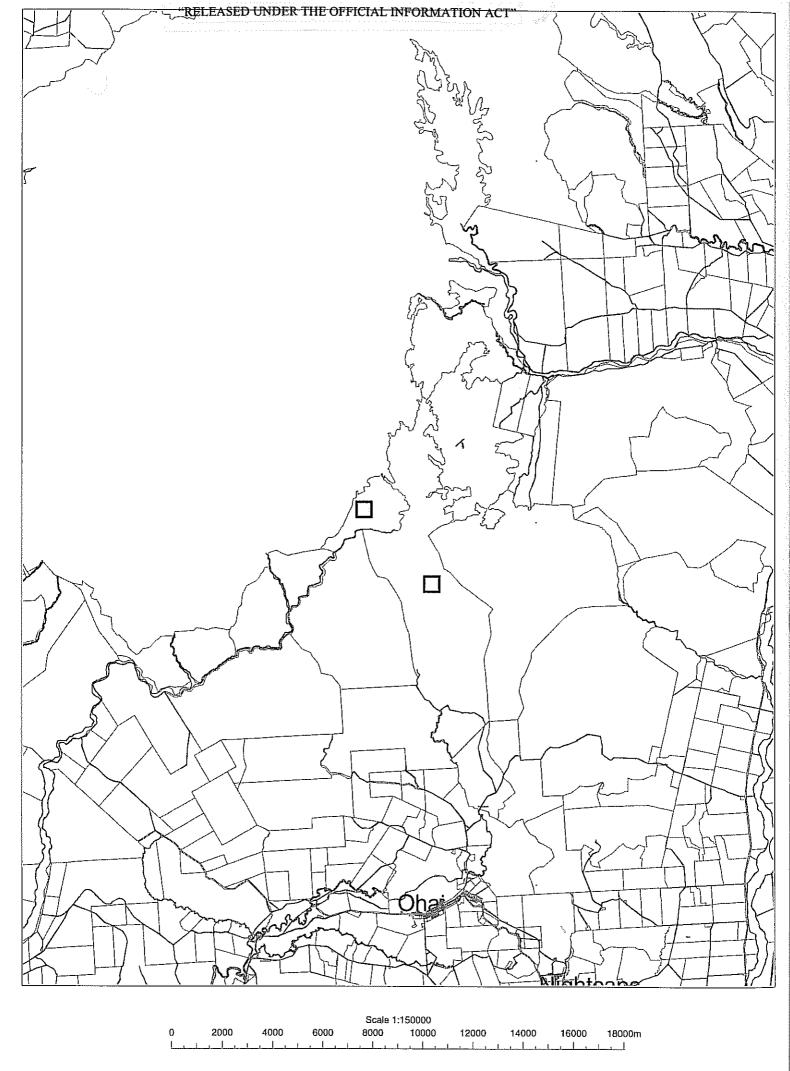
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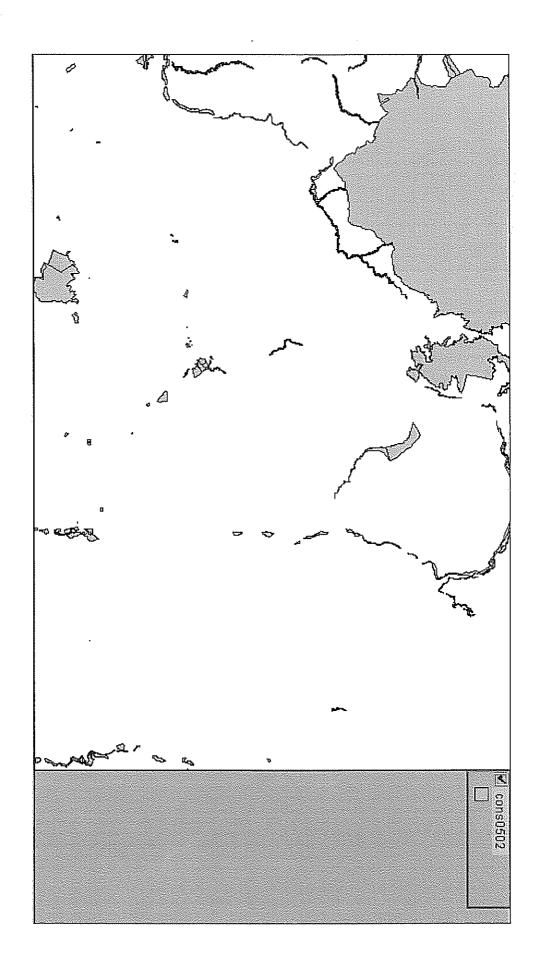
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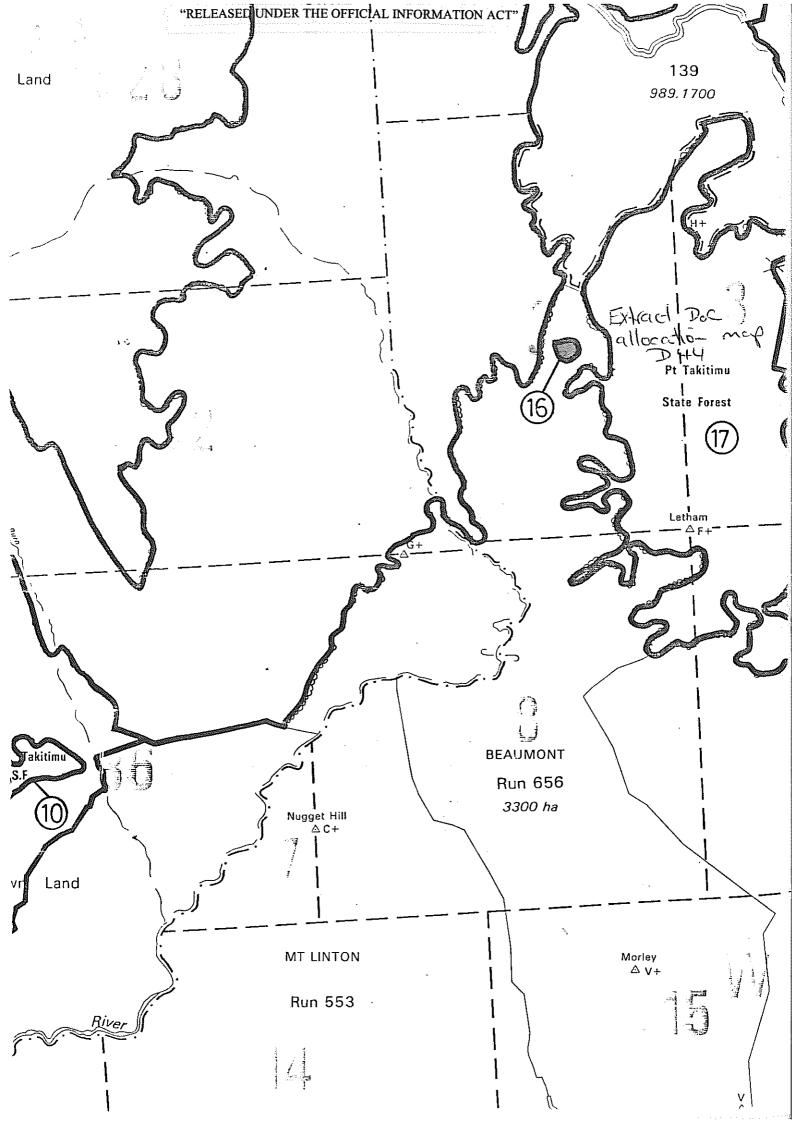








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	11161 NZMS 261 SCHED		•	i Digwyd	APPROVED AMENOMENTS
Bi.O.	SCHED	ULE PURSU	ANT TO	SEC	62 CABINET DECISION
別——	2. of: 3 Sheet D44 CON	ISERVATIO	N ACT 1	987	17 DEC 1987
No.	DESCRIPTION	AREA	DEEMED	CATE.G	Muy Valghil 28.
10	-Part Takitimu-State Forest situated in Block XXXVI,		OWNER		AGREEMENT OF COVENANT CASE I
	Now part Takitabu Survey District of Sec SO 12055	85ha	DOC	7	
11	Takitimu State Forest situated in Riock vurt	201			
	Takitimu Survey District.	30ha	DOC	7	
2 12	Part Takitimu State Forest situated in Block XVII,	7.5ha	DOC	7	These areas are
13	Tunitimu Survey District		200		on D44 Reles 50 17055
13	Part Takitimu State Forest situated in Block XVII Takitimu Survey District.	5ha	DOC	7	Con D44 - Refer 50 12055
	January District.				
			-	· · · · · · · · · · · · · · · · · · ·	
		* * * * * * * * * * * * * * * * * * * *			
14	Part Takitimu-State Forest situated in Block XX, Gentre	12ha	Dog	7	
<u></u>	Now part of Sec So 12056		DOC		
SED	-Part Takitimu State Pares	70ha	DOC	7	
#EI T4	- NOW part of Cock Co 12005	•		••	
	Part Takitimu State Forest situated in Block II, Wairaki Survey District.	10ha	DOC	7	This area no longer exists
17	Bart Takitimu State Forest cituated in Blocks II, III, VIII				and has been included in Run 656-5010391
	and IX, Wairaki Survey District. Now Sec 2 So 12055	1577ha	DOC	7	70 70 1
1	Rection 270, Block XXX Takitimu Survey District	280 ha	-		
-	Now part of Sec 1 So. 12055	250ha	,DOC	9	Allocation map amended to correct
				[Granghting error Bdy confirmed by
	CATEGORIES CERTIFIED CORRECT CHIEF SURVEYOR MINE THAT				

206/6

1308.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959 8.10.1979 at 1.40 р.ш.

059537.1 Variation of Mortgage 029526.1 10.7.1980 at 2.54 p.m.

Gene A.L.R.

059537.2 Variation of Mortgage 045684.1 10.7.1980 at 2.55 p.m.

A.L.R.

059537.3 Variation of Mortgage 045684.2

10.7.1980 at 2.55 p.m.

A.L.R.

073397.1 Variation of mortgage 029526 25.8.1981 at 10.49 a.m.

ParaceThe within land is now known as Sections 139, 140, 141 and 142 Block I Wairaki Survey District - 7.9.1983 at 2.13 p.m. See New Appellation 098417.1.

A.L.R.

106128.1 Surrender of the within Lease as to part of Run 560 - 11.5.1984 at 2.26 p.m.

106128.2 Pastoral Lease 7A/616 issued for Run 656 - 11.5.1984 at 2.26 p.m.

106128.3 Pastoral Lease 7A/617 issued for Sections 139, 140, 141, 142 Block I Wairaki District - 11.5.1984 at 2.26 p.m.

N

Cancelled duplieate destroyed

227924.1 New Appellation declaring part of the within land to be now known as Section 1 SO 12055 - 25.1.1995 at 9.05 a.m.

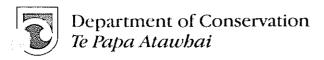
Transferon 10 of 3rd love fines William Janes to Hiter house of 055061-3 003336.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 29.7.1975 at 2.07p. JUL 1762 27-1-1460 11 21500 Certificate by the Commissioner of bown Lands necestry the annual rental to £230. 18-5-1965 at 003336.2 Mortgag Lown.m. Anderson 29.70 2.40 dc. for A.L.R. 16. 205172 Variation of terms 18-5-1465 at 2.40 of la ave 024018.1 Transmission of Mortgage 003336.2 to Margaret Jane Anderson and John Sydney Guise as Executors 16.5.1977 at 9.11 a.m. Transfer 205173 to Beaumont A.L.R. Station Limited at Inverceral 18-5-1965 at 2.40 de 025092.1 Variation of Mortgage 003336.1 14.6.1977 at 1.47 p.m. Mortgage 205174 to Helen Fraser and puilliain CHAROSTA (jointly luter se) and James AVISDayn Frager in Ishares. 18-3-19 19 1900. 0850614 029526.1 Mortgage) to Rural Banking and Finance Corporation of New Zealand
1.11.1977 at 1.402 p.m. 1932 Martana 2/1306 Complete that of 1/2 1966 A.L.R. 08505/5 for A.L.R. 029526.4 Mortgage to Dalgety Custodian Limited 1.11.1977 at 1.40 pim. Hand 235749 Trusponession of the St James william Trager 10 Acc Ormaru wiclow, and william Smon of aperima. 029526.5 Memorandum of Priority making 250428 Transmission & mortgages 029526.4, 211306, 003336.1 and 029526.1 first, second, third and 205174 to William Smith ao fourth mortgages respectively 1.11.1977 2000 8 4 1971 at 12-20pm at 1.40 p.m. 085061.7 Variation of 045684.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 12.4.1979 at 2 08 pt AL.H 18.8.1971 at 2.5 255856 Caved Ly dt: 11.15am 085061.8 Band. L.R. 1 - PRODUCTION (ON A REDUCED SCALE)

11-12-10 TO BE A TRUE COPY OF THE

1-1GINAL REGISTER FOR THE PURPOSES OF

CITION 215A LAND TRANSFER ACT 1952. 045684.2 Mortgage to Rural Banking and Finance Corporation of New Zealand
12.4.1979 at 2.09 p.m. JALIR Beene Variation of Mortgage 205174 30.7.1973 at 2.15 p.m. (consent of Caveator in Caveat 255856), 15-8-1973 A.L.R. entered 15-8-1973 .050683.1 Variation of Mortgage 029526.1 18.9.1979 at 2.09 p.m. yeare A.L.R.

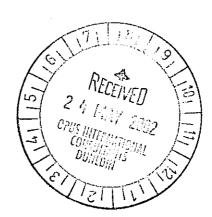
HQC



File: PAP-03-02-416, PAP-03-02-418, PAP-03-02-419

23 May 2002

John Kirk Property Consultant Opus International Consultants Ltd. Private Bag 1913 DUNEDIN



Dear John

Pastoral Lease Status Checks

Please find attached a map displaying the conservation units associated with Run 323C (Glenfellan) and the draft plans you supplied for the Glenaray and Beaumont pastoral lease status checks.

The concessions associated with conservation units that adjoin or are within Run 323C are as follows.

F430013

- MIN0008- mining at Victoria Gully
- MIN0259- mining permit at Nokomai River.
- MLP2625- mining prospecting at upper Nokomai River and Victoria Gully

F430002

- LOE0051- access easement over marginal strip on true right bank of Nokomai
- MIN3127- mining on Nokomai River
- MLP2625- mining prospecting at upper Nokomai River and Victoria Gully

There are no concessions associated with F430005.

Please contact me if the map and this associated information are not to your satisfaction.

Regarding the Glenaray and Beaumont pastoral status checks, the property boundaries on the supplied draft plans are unclear. Could you please high light the said boundaries and return the altered plans to me. Once I have received the altered plans and any comments you have regarding Glenfellan I will continue processing the remaining three pastoral lease status checks.

Yours sincerely

Hru_{ec} Leec Bruce Hill for Conscrvator

souco-34030 - tenure review plans

Southland Conservancy

State Insurance Building, 33 Don Street, P.O. Box 743, Invercargill, New Zealand Telephone 03-214 4589, Fax 03-214 4486

Master Details Menu

Sales

General Maintenance

View Change History



Today's Charges



Master Details

Qpid: 1518042 Val.Ref.: 1

30390 / 46000

Situation:

0 OFF BEAUMONT STN Road

Property Name: Category:

No

Territorial Authority: **Date Revised:**

73 Southland District 01/09/2000

Nature of Imp.:

Pastoral-OI FG OI

No. of Extensions:

Rating Valuation:

0

No

Objections:

Subdivisions:

Land

Consents:

Valuations

Capital 1200000

950000

Improvement 250000

Special Rating Valuation:

Owner/Occupier Details

Type Owner1

Land Information New Zealand

Address

P O Box 27 Alexandra 9181

Occupier Occupier

Struan William Minty

Wairaki Valley No 1 Rd Otautau 9

Alymer Downs Trust

Certificate of Titles:

Legal Descriptions: P91 RUN 656 BLKS II VIII IX XV XI WAIRAKI SD BLKS XXXII XXXVI TA

Land Area

3300.0000Ha

TORAS Code:33100

Ownership

Apportionment

Tenure Clearly Leased

Crown-Ministries/Departments

Rateability Rateable

NOT APPLICAE

Land Use Data

Zone: Units: 1B

Use:

Store sheep

Sub:

Car Parks:

1 0

Maori Land:

0

Age:

Wall Const.:

Land Area:

Roof Const.:

Site:

0

3300.0000Ha

Floor Area:

0

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

of Land

Historical Search Copy

Identifier

SL7A/616

Land Registration District Southland

Date Registered

11 May 1984 02:26 pm

Prior References

SL206/6

Type

Lease under s83 Land Act 1948

Area

3300.0000 hectares more or less

Term

33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing on 1.7.1990

Legal Description Run 656

Original Proprietors

Struan William Minty

Interests

051308.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 -8.10.1979 at 1.40 pm

225287.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 am

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

Subject to Part IVA Conservation Act 1987

5106765.1 Departmental Dealing to bring down memorial pursuant to Part IVA Conservation Act 1987 as per Variation of Renewal 179721.1 - 12.11.2001 at 9:30 am

Transaction Id Client Reference 1181659

Historical Search Copy Dated 8/03/02 11:07 am, Page 1 of 1

"RELEASED UNDER THE OFFICIAL IMPORMATION Entered in the Register-book, the NEW ZEALAND Former Pof. Nol. 206 II TH day of MAY L. & S. Ref. No. P 91 1984, at 2.26 o'clockpm Pastoral Lease under the Land Act 1948 ISSUED PURSUANT TO SECTION 93 of the Land Act 1948 on the subdivision of Past This Deed, made the 3rd day of December 1981 between HER MAJESTY THE Chercinafter referred to as "the Lessor") of the one part, and BEAUMONT STATION LIMITED, a duly 19 81 between HER MAJESTY THE QUEEN Incorporated Company having its registered office at Invercargill (hereinafter 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 herein contained and 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 parcel of land containing by estimation 3300 hectares more or less, situated in the Land District of Southland and being Run 656, situated in Blocks XXXII, XXXVI, Takitimu Survey District and Flocks II, VIII, IX, XV and XXI, Wairaki Survey District as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights, --WAIRAKI S.D. IX III XV Run 656 3300 ha VIII XXXXXII XIV IVXXX TAKITIMU S.D. 50 10390 Ex. USM

easements, antisappurtenances, thereto belonging. TO TOBO the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 1957, action with the use of the first constant of this constant of the first constant of \$ 330.00 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 payments in advance on the 1st day of January and the 1st day of July in each and every year during the said payments in advance on the 1st day of January and the 1st day of July in each and every year during the said payments in advance on the 1st day of January and the 1st day of July in each and every year during the said payments of payments in advance of the said term reconstructions in advance of the said term reconstruction of the said term reconstruction

U. INFORMATION

AND the Lessee doth hereby covenant with the Lessor as follows:

KYJEKKKKI KERKK

- 1. That without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 1995 sheep which consider which the best less than the land settlement 85 cattle which combined with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.
- 2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

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

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons 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 Service is charged with the duty of exterminating or controlling, or for the purpose of descroying any such animals: Provided that such officers, employees, and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under Section 66 of 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.

Schedule of Improvement's Belonging to the Crown

N: .1

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessee.

Signed by the said Commissioner on behalf of the Lessor, in the presence of— Witness:	Below of
Occupation: derk, Department of unas, Survey	Act Commissioner of Crown Lands.
Address: Intercury THE COMMON SEAL of BEAUMONT STATION LIMITED was hereunto affixed Signal by the above maned heres; in the presence of—	STATION S
A Alaman As	Director SEAL
Occupation: 9404444	Director Like.

SED UNDER THE OFFICIAL INFORMATION AC

38.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 p.m.

171386.1 Transfer of the one half share of Lynette Ray Minty, Thomas McNeil Pryde and John Gordon Minty (Jnr) to Struan William Minty abovenamed - 12.2.1990 at 11.06 a.m.

A.L.R.

108283.1 Transfer to Struan William Minty of : Beaumont Station farmer (as to an undivided onehalf share) and Lynette Rae Minty of Beaumont Station married woman, Thomas McNeil. Pryde of Invercargill solicitor and John Gordon Minty (Jnr) of Mossburn farmer (as to an undivided one-half share) (jointly inter se) as tenants in common in the said shares - 11.7.1984 at 2.50 p.m.

DISCHARGE

202440.1 Mortgage to Wrightson Farmers FbnAHGellemited - 5.10.1992 at 10.46 a.m. for DLR

110852.1 Nachdage to 2.18 p.m.

225287.1 Variation of the within Lease renewing the term for a further 33 opnaid & Bayley Nominee years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 a.m.

Finance Corporation of News 19.9.1984 at 2.31 p.m.9

A.L.R.

115471.2 Variation of Mortgage 110953.1 - 14.2.1985 at.2.28 p.m.

182820.1 Change of Name of the mortgagee in Mortgages 120272.2 and 142071.1 to The Rural Bank Limited

21.12.1990 at 11.29 a.m.

for DLR

to Rural Banking of New Zealand. and Finance Spaper

252297.7 Mortgage to Bank of New

Zealand - 26.8.1997 at 10.30

120276.3 Memorandum of Priority making mortgages 120276.2 and 110953.1 first and second mortgages respectively - 8.7.1985 at 2.16 p.m.

A.L.R.

130287.2 Variation of mortgage 110953.1 - 9.6.1986 at 2.11 p.m.

142071.1 Mortgage to Rural Banking and Finance Corporation o Zealand - 1.7.1987 at 1.48 p.m.

PARTIAL DISCHARGE OF LAND IMPROVEMENT AGREEMENT

NO. 051308-1

Improvement Agreement No. 051308-1 under the Soil Conservation and Rivers Control Amendment Act 1959 from BEAUMONT STATION LIMITED the Grantee thereunder HEREBY RELEASES AND DISCHARGES ALL THOSE pieces of land described in the Schedule hereto from payment of all moneys intended to be secured by the said Land Improvement Agreement and from all obligations therein contained or implied BUT NEVERTHELESS without releasing the balance of the land comprised in the said Land Improvement Agreement or the said Grantee or any other person or any other security from payment of the moneys still remaining owing or unpaid under the said Land Improvement Agreement.

DATED the 38" day of June 1982.

SCHEDULE

Title Area Description	
183/245 1238.5664 ha Section 41 and Part Section Block XXVII and Sections 36 37 and 38 Block XXVIII Wairs District parts of the said being more particularly show lots 1 2 and 3 on Deposited Plan No. 2103	aki land wn a

198/143

684.6142 ha

Parts Section 3 Blocks XXI and XXVII Wairaki District

The Secretary of the Southland Catchment Board on behalf of and by direction of the Board

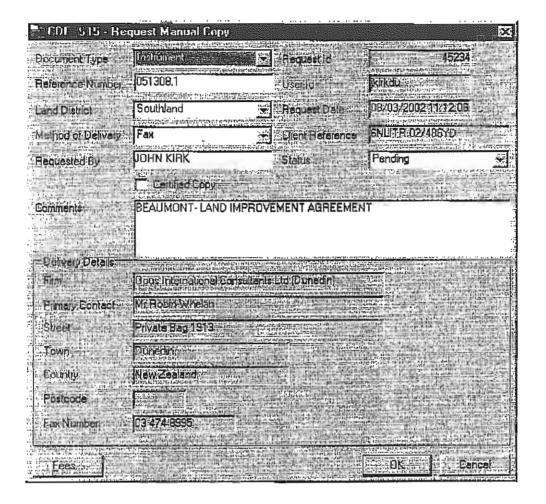
in the presence of:

INVERENCE PRESIDENT

Correct for the purposes of the Land Transfer Act

Solicitor for the Grantor.

٠...



APPLICATION FOR REGISTRATION OF A LAND IMPROVEMENT AGREEMENT UNDER THE SOIL CONSERVATION AND RIVERS CONTROL AMENDMENT ACT 1959

TO: The District Land Registrar, Invercargill.

PURSUANT to the provisions of the Soil Conservation and Rivers Control Amendment Act 1959, I, ALASTAIR JOHN McKELLER of Invercargill, Secretary, an authorised Officer in relation to the Land Improvement Agreement made with Southland Catchment Board, DEPOSIT HEREWITH a duplicate of a Land Improvement Agreement duly certified by me AND I CERTIFY that the Agreement is one that may be registered against the lands hereinafter described AND I HEREBY APPLY for the registration of the Agreement against the land.

Land Affected by Registration

Name:

Beaumont Station Limited, a duly incorporated

Company having its registered office at

Invercargill.

Situation:

Beaumont Station, Wairaki and Takitimu

Survey Districts

Total Area:

4896.6962 ha Pastoral Lease and 1923.1806 ha

Fee Simple

Description of Pastoral Lease:

All that parcel of land containing 4896.6962 ha being Run 560 Wairaki Survey District and Takitimu Survey District being all the land comprised and described in Pastoral Lease No. P. 27 entered in Register Volume 206 folio

6 Southland Registry

Description of Fee Simple:

1. ALL THAT parcel of land containing 1238.5664 ha being Section 41 and Part Section 3 Block XXVII and Sections 36, 37 and 38 Block XXVIII Wairaki District parts of the said land being more particularly shown as Lots 1, 2 and 3 Deposited Plan 2103 being all the land comprised and described in Certificate of Title Volume 183 folio 245 Southland Registry (Redence):

2. ALL THOSE parcels of land containing together 684.6142 ha being Parts Section



Companyabilities

3 Blocks XXI and XXVII Wairaki District being all the land described in Certificate of Title Volume 196 folio 143 Southland Registry.

[Limited and to Pare of the]

DATED at Invercargill this 4 day of October 197

SOUTHLAND, CATCHMENT BOARD

Secretary

301, 1,711



SOIL AND WATER

CONSERVATION

PLAN NO. 22

BERUMONT STATION ~ OHAI





AN AGREEMENT made this / day of fugus one thousand nine hundred and seventy nine BETWEEN SOUTHLAND CATCHMENT BOARD constituted under the Soil preservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part AND Beaumont Station Limited.

Farmer/Farmers (hereinafter called "the Owner/Owners" which expression shall where the context so admits or implies include their executors, administrators and assigns) of the other part

owns/own

WHEREAS the Cwners has/have a lease and freehold title of the land described in the first schedule hereto (hereinafter called "the said land").

AND WHEREAS pursuant to the subsection (3) of Section 30 of the said Act as amended by the Soil Conservation and Rivers Control Amendment Act 1959 the Board is duly authorised to make payments as grantor to the Owner/Owners for the purposes of the agreement specified upon terms and conditions in conformity with the Subsection (as so amended).

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY AGREED AND DECLARED as follows:-

- The Owner/Owners in consideration of the subsidy at the rate or rates set forth in the second schedule hereto hereinafter agreed to be paid or credited to him/them by the Board DOTH HERESY AGREE within or during (as the case may be) the periods specified in such second schedule to carry out the works and farming practices set out in Parts I and II thereof respectively.
- The Board in consideration of the agreements herein contained to be observed and performed on the part of the Owner/Owners shall pay or credit to the Owner/Owners a subsidy at the rate or rates set fourth in Part I of the second schedule hereto as payable if such works are completed to the satisfaction of the Board within the periods specified in such part.
- 3. 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.
- 4. The Owner/Owners shall permit the officers servants and agents of the Board at any time by day to enter upon the said land to ascertain whether the Owner/Owners has/have complied with his/their obligations hereunder, provided that the Board shall first give not less than 24 hours notice of its intention so to do to the Owner/Owners.

THE FIRST SCHEDULE

Description of Property

Leasehold : Run No. 560, Wairaki and Takitimu S.D. : 4896.87ha

Freehold : Pt. Sec. 3 and Sec. 41 Block XXVII and Secs. 36, 37 and

38 Block XXVIII part being Lpts V, 2, 3 (D. 7) 2103, Wairaki

S.D. : 1925.1982ha

Total Area : 6822.0582ha

THE SECTION OF THE SE

Matthew Victor Dickre

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NCTE: Job 7, Year 5, (Fence G-H) is not part of the Plan until approved by the National Water and Soil Conservation Organisation.

re found in the Soil Conservator

Farming Practices

Period during which practices

are to be applied

Conditions

Fencing

For the term of any Crown Lease or Licence issued over the property described in the First Schedule hereto or for a period of thirty years (30 years) after freehold title is obtained.

To be maintained in a stockproof condition.

Oversowing and Topdressing

5 years from date of completion

(1) That each block be grazed in accordance with good husbandry and accepted farm practices.

(2) That within 2 years of sowing a further equivalent of not less than 200 kg of 44/46 super per ha be applied at the owners

empense.

Retirement

Permanent following completion

of fence G - H

Land to be removed from the lease with grazing

rights surrendered following construction of fence G-Hp> t

7, Beaumont Mment Board

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Spelling

5 years from date of completion of fence D - C - F.

That the block be spelled antirely from grazing entirely from grazing.

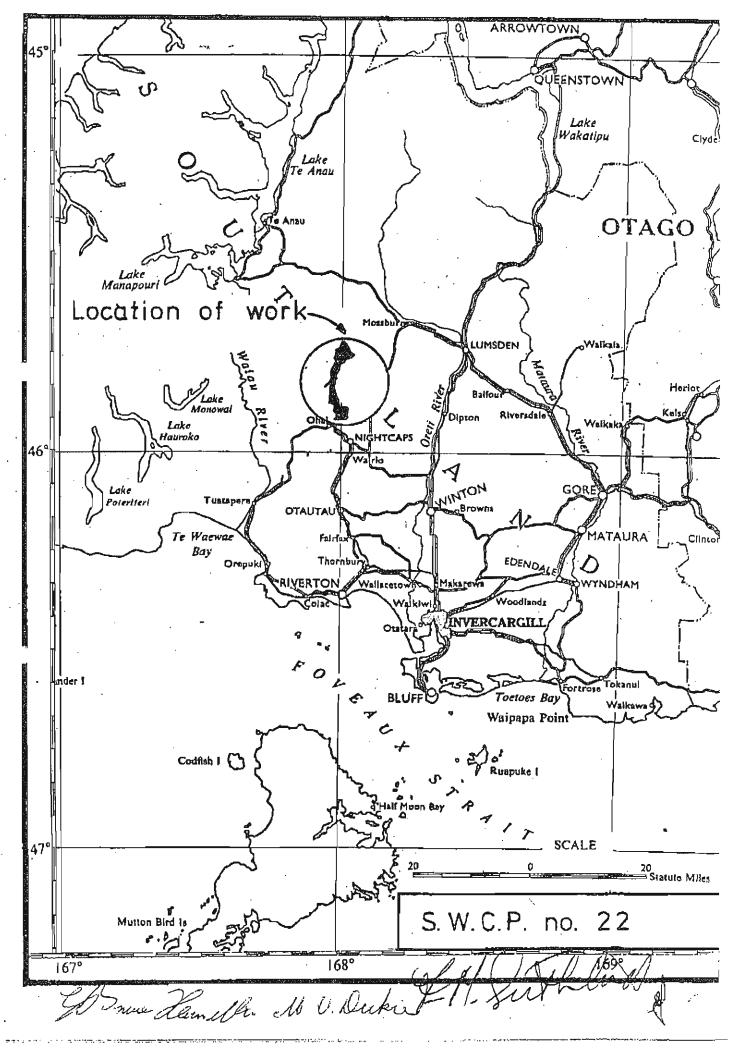
IN WITNESS WHEREOF these presents have been executed the day and year hereinbefore written.

Signed by the abovenamed

the Albertia

Two members of the Southland Catchment Board on behalf of and by direction of the Board

In the presence of:



TELEGRAMS: "CATCHMENT"



P.O. BOX 408

SOUTHLAND CATCHMENT BOARD

143 SPEY STREET, INVERCARGILL, N.Z.

TELEPHONE: 89-129

SOIL & WATER CONSERVATION PLAN NO. 22

BEAUMONT STATION

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GBH.

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1. DESCRIPTION OF PROPERTY

.01 Location and Access

Beaumont Station is bounded on the north by the Aparima river and extends as far south as Ohai township. The homestead is 6.5km from Ohai and is served by a good gravel road.

Map Reference (Homestead)

N.Z.M.S.1: Sheet 159 G.R. 015627

Air Photo References (1966)

Run	Photo No.'s
5168	3 - 5
5169	3 - 5
5170	4 - 6

Catchment Numbers

789	000	Aparima River
797	179	Morley River
797	320	Wairaki River
797	326	Letham Burn

Business Centre

Invercargill 82km

Railhead

Ohai 6.5km

Freezing Works

Makarewa 7.0km

Telephone Exchange

Otautau

.02 Area and Tenure

Leashold

Rum No. 560, Wairaki and Takitimu S.D. 4897ha

Freehold

Part Section 3, 37 and 41; Sections 36 and 38; Lots 1, 2, 3, D.P. 2103, Wairaki Survey District

1925 ha

Total Area: 6822ha

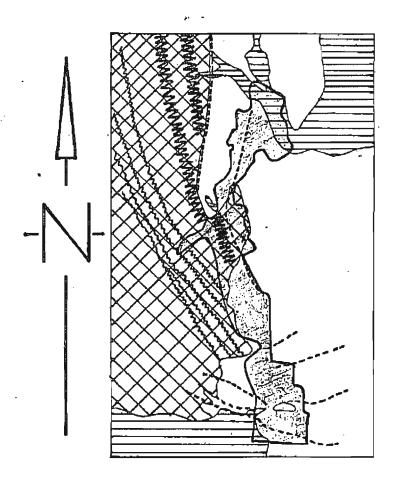
M.V.D

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F19. F

BEAUMONT STATION

Simplified Geology



Scale: 1:250,000 Source: Sheat 24. Geological mop of N.Z. D.S.I.R.

LEGEND

station
sedimentary rocks and gravels
Mesozoic sedimentary rocks
Palaeozoic volcanic breccias and sills
Major volconic of St. M. U.D. Major post Tertiary faults
Major post Tertiary faults

Tenure

The lease was renewed in 1957 for a period of 33 years, with a perpetual right of renewal. Annual rental: \$460.00. Stock limitation: 2640 sheep and 110 cows.

Owner

Beaumont Station Limited, taken over in 1965.

Manager

Mr L. Simpson

The property is extremely elongated in a north south direction, being 26km long while varying in width from 200 metres to 4kms

.03 Physical Description

.03.1 Climate

The area is exposed to strong winds from both south and north west and in many areas these winds are funnelled by the topography to create potential erosion hazards.

Frosts can occur on any day of the year and snow is common from May to October but due to the generally low altitude snow does not pose a risk to stock.

The average annual rainfall over the property is approximately 1,000mm and rain occurs on about 160 days during the year. Rainfall distribution is even but its effectiveness is lowered during the summer months and drought conditions may occur.

.03.2 Geology

The second of th

The length of the run co-incides with an important geological boundary which affects the topography and the propensity to erosion. This north-south boundary is between the older largely volcanic breccias and intruded sills of the Takitimu group (Upper Palaeozoic in age) and the unconformably overlying indurated sedi mentary tuffs, conglomerates, sandstones and mudstones of the "Southland syncline" sequence (Mesozoic in age). The following simplified geological map (Fig A) shows the distribution of these two broad rock types and illustrates particularly the relationship between the volcanic sills and the eroded areas near Elbow Creek. The extent of relatively recent faulting (Late Tertiary and Quaternary age) is also shown.

Pleistocene glaciation affected the area by producing a series of at least four remnant surfaces in the form of pediments, solifluxion slopes and outwash terraces.

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.03.3 Topography

Structural Influences

The topography of the area of older volcanic breccias and sills in the central portion of the run has relatively low rounded relief explained by the fact that the area is on the down-throw side of a major faulted zone. The ridges in this area trend in a NW/SE direction and are formed on the more resistant sills. Valleys tend to follow the more easily weathered breccias.

To the north and south, where the harder mesozoic rocks dominate, the relief is more broken. To the north this is influenced by the north-south trending fault zone where the upfaulted eastern side forms the prominant line of the Wairaki Hills along the eastern run boundary.

Drainage

In the southern portion of the run the Morley Stream drains to the south and west and in the vicinity of the homestead the topography is rolling while the land is more deeply dissected in the headwaters of this stream.

The central part of the run is drained to the West by the Letham Burn and Elbow creeks, both tributaries of the Wairaki River. Near the confluence of these two streams the relief is dominated by swamps and terraces, evidence of aggradation, whereas in their headwaters in the Wairaki hills, active down cutting has produced deeper and steeper valleys.

The northern section of the run drains to the east via the Aparima river and its tributary, Pleasant Creek. This area is dominated by swamps and outwash terraces.

Altitude |

Altitude ranges from 250 metres a.m.s.l. near the homestead to nearly 1,000 metres at the Letham, but the average altitude would be towards the lower range at about 380 metres.

.03.4 Soils

The prevalent soils on the run are strongly leached high country yellow - brown earths of low fertility, weak structure and low density, they are highly erodable where the cover is burnt or overgrazed.

Soils of the floodplains and low terraces

These areas consist of Tuatapere silt loam and Tuatapere shallow soils formed from relatively fertile and free draining recent alluvium.

Makarewa silt and Manapouri peaty sitt loams are found on poorly drained areas in association with Tuatapere soils.

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St.

Soils of the terraces

The main soil of this area is the Letham silt loam formed on weathered gravels. In the dryer northern area Glenelg silt and sandy loams are found. Wetter areas support the Weydon peaty silt loam while quite extensive areas of swamp on the northern terraces give rise to Otanomomo peats.

Soils of rolling and hilly lands

The majority of the soils on the run are within this catagory. The Malakoff silt loam is formed on volcanic parent material and found on rolling surfaces with rock outcrops, it is well drained with moderate to strong granular structure. The Malakoff hill soils have the same parent material but are found on moderately steep to steep hill slopes.

Morley silt and sandy loams have some losssial and some volcanic content; located on undulating surfaces they are deep with friable topsoils of weak granular structure, subsoils have heavy textures and weak blocky structure. Morley hill soils have similar parent materials but are found on steeper slopes.

Waterloo silt loams are formed on well weathered alluvial parent material and are stony, well drained and of weak structure. Waterloo hill soils are found on the steeper slopes of old outwash surfaces.

On the undulating interfluves formed on Mesomoic grey-wackes the Taringatura silt loams are found, they are moderately well drained and have heavy textures with fairly firm close-knit nut or blocky structures. Taringatura hill soils are of similar origin and nature but are found on moderately steep hill country. Wetter poorly drained areas on the hill country support the gleyed Etal peaty silt loam.

Steeplard soils

The majority of the steeper hill country supports the Waikaia steepland soil which is formed on both greywacke and volcanic parent material and is stony with Weak structures. Smaller areas of Twinlaw steepland soils are found in the central area, these soils have more strongly developed structures.

Eylinton steepland soils are found under forest and have very weak structures and thin topsoils.

.03.5 Vegetation

The forest is dominated by silver beech (Nothofagus m@nziesii) with isolated red beech (N. fusca) at lower levels. In the south-eastern part of the run one small remnant forest area is dominated by broadleaf (Griselina littoralis).

On the grassland the dominant species are red tussock (Chionochloa rubra) and hard tussock (Festuca novaezelandiae) with silver tussock (Por caespitosa) and snow tussock (C. rigida) also being important.

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Bracken ferm (Pteridium aquilinium) is common on darker faces all over the property while mositure loving species of plant such as flax (Phormium tenax) are more common towards the south end and shrubs such as matagouri (Discaria tummatau) are found to the north.

Low producing introduced grasses are found over most of the property while high producing grasses and clovers are confined to the improved country at the southern end.

.03.6 Water Resources

Of the three rivers draining the property, the Aparima is the most significant in terms of flooding and low flows. Most low flow water in the Aparima comes from the relatively undeveloped headwaters areas. This is demonstrated by information from low flow gaugings that compare the water yield from the catchment above Dunrobin (upper catchment) with the yield from the catchment above Thornbury (most of the catchment four such gaugings show that on average the upper catchment produces 4.4 times the yield of the catchment as a whole. (30.4 litres per square km versus 7.0/sq km) The Beaumont portion forms some 10% of the total upper catchment area. It can therefore be assumed that the undeveloped tussock and bog in the northern part of Beaumont Station plays a significant part in the maintenance of the Aparima low flows. This is borne out by local observation of water flow from the bogs during droughts.

It is probable that the bogs in the Aparima headwaters also play a part in the storage of water during floods and so reduce the peaks.

These bogs are vulnerable to damage by stock, especially cattle, even in low densities, as they trample the margins and reduce the water - holding capacity of the tussock and moss - covered zones which form buffers between the bogs and the dryer land. As these margins lose their water so the bog begins to dry out from the edges and can no longer support its own unique vegetation. Once dry, the organic material of the bog quickly decomposes and loses its volume - which is its main value for water conservation.

.04 Erosion

In general, susceptibility to erosion is related to the soil structure and location with respect to wind hazard and steepness. The weakly structured dryer terrace, hill and steepland soils are at most risk.

Specific Erosion Problems

.04.1 Elbow Creek Area

Severe sheet and wind erosion has taken place in this area and is related to the following causes:-

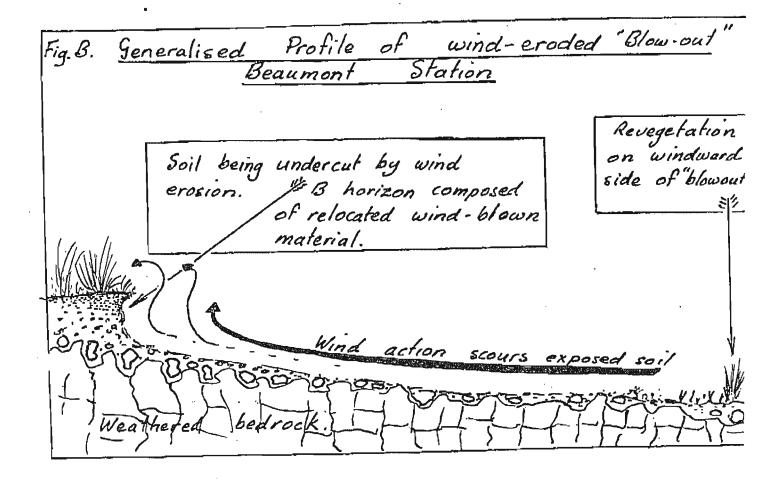
(a) The underlying large volcanic sill which is a polyphyrite composed of up to 50% large feldspathic phenographic set in a groundmass composed of feldspathic and shiptitic material.

M.V.D

It appears that the groundmass is more readily weathered (probably due to the presence of the chlorite) and the crystals that are left give rise to a weakly structured granular soil.

- (b) The topography of the area tends to funnel the already strong N-W winds.
- (c) Depletion of the tussock cover by past burning, rabbit infestations and poorly managed grazing.

The form of this erosion is illustrated in the following diagram (Fig. B).



Revegetation of the eroded areas occurs but slowly on the exposed rock and it appears that the rate of further erosion is greater than the rate of revegetation. This situation is aggravated by frost - lift in winter and drought in summer while grazing by stock reduces the likelihood of plant spread even further.

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.04.2 Aparima Headwaters

Overall erosion in this area is slight but there are localised areas of moderate sheet and wind erosion on poorly structured soils especially on the exposed terraces along the Aparima River.

.04.3 Wairaki Hills

Some areas of sheet and scree erosion occur on and about the steeper scarp faces where the Mesozoic sedimentory rocks outcrop.

.05 Land Inventory and Landuse Capability

The land inventory and land use capability are fully explained on the accompanying maps.

The proportion of land in the various clases is as follows:-

	• •	
Class Unit	Area (Ha)	Percent of Property
III el	404	6%
IV el	796	
e2	34	
e 3	139	
ew	86	
W	637	
s	. 62	
IVel + VIe5	107	
IVew + VIe5	164	
,	2,025	30%
	<u>·</u>	
VI el	- 1,347	
e 2	. 394	
e3	241	
e5	362	
е6	828	
e7	170	•
e8	83	
elO		
s	28	
el + e7	162	
VIe6 → IVew	196	
	3,842	. 56%
VII e3	45	
e5	110	
e5	. 269	4
	424	M/112*
VIII w	150	2%
	6,845	2000
(Legal area:	6822ha)	MVD