



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Historical Search Copy**




R. W. Muir
Registrar-General
of Land

Constituted as a Record of Title pursuant to Sections 7 and 12 of the Land Transfer Act 2017 - 12 November 2018

Identifier SA43D/5
Land Registration District South Auckland
Date Issued 25 May 1989

Prior References
SA42D/604

Estate Fee Simple
Area 4215 square metres more or less
Legal Description Lot 4 Deposited Plan South Auckland
51942

Original Registered Owners
Paul Robert Heath and Kerry Sue Heath

Interests

Land Covenant in Transfer H163613.4

Appurtenant hereto is a right of way and rights to convey water, electrical and gas energy and telephone services created by Transfer B017179.2 - 30.4.1991 at 9:27 am

The easements created by Transfer B017179.2 are subject to Section 309 (1) (a) Local Government Act 1974

B096849.3 Mortgage to Westpac Banking Corporation - 11.8.1992 at 11:25 am

B096849.4 Settled under the Joint Family Homes Act 1964 - 11.8.1992 at 11:25 am

B505944.1 Variation of Mortgage B096849.3 - 7.10.1998 at 1:15 pm

5307557.1 Variation of Mortgage B096849.3 - 8.8.2002 at 9:00 am

5501059.1 Discharge of Mortgage B096849.3 - 26.2.2003 at 9:00 am

5501059.2 Transfer to Lindsay Humphrey William Adams and Judith Carol Adams - 26.2.2003 at 9:00 am

5501059.2 Cancellation of Joint Family Home Settlement B096849.4

5544976.1 Mortgage to The National Bank of New Zealand Limited - 7.4.2003 at 9:00 am

8003781.1 Discharge of Mortgage 5544976.1 - 30.1.2009 at 11:36 am

8003781.2 Transfer to John-Paul Geyer and Sandra Geyer - 30.1.2009 at 11:36 am

8003781.3 Mortgage to ANZ National Bank Limited - 30.1.2009 at 11:36 am

REGISTER
No. 43D/5

References
Prior C/T 42D/604

Transfer No.
N/C. Order No. H.87#190.2



CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 25th day of May one thousand nine hundred and eighty nine under the seal of the District Land Registrar of the Land Registration District of SOUTH AUCKLAND

WITNESSETH that RONALD VINCENT NASH of Tauwhare bloodstock breeder

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial 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 4215 SQUARE METRES more or less situated in Block III Hamilton Survey District being Lot 4 on Deposited Plan S.51942



Subject to Section 309(1)(c) Local Government Act 1974 ASSESSMENTS ON D.P. S.51942 TO BE CREATED
See B.017179.2
A.L.R.

B.017179.1 Transfer to Timothy Carstensen of Hamilton electrician and Julie Carstensen his wife - 30.4.1991 at 9.27 o'clock
B. Lloyd
A.L.R.

Land Covenant in Transfer H.163613.4
A.L.R.

B.017179.2 Transfer granting a Right of Way and a Right to Convey water, electrical and gas energy and telephone services over Lot 1 DPS.55352 (CT 45D/164) marked A on DPS.55352 appurtenant hereto - 30.4.1991 at 9.27 o'clock (Subject to Section 309(1)(a) Local Government Act 1974)
B. Lloyd
A.L.R.

B.017179.3 Mortgage to National Australia Bank (NZ) Limited - 30.4.1991 at 9.27 o'clock B096849.1
B. Lloyd
A.L.R.

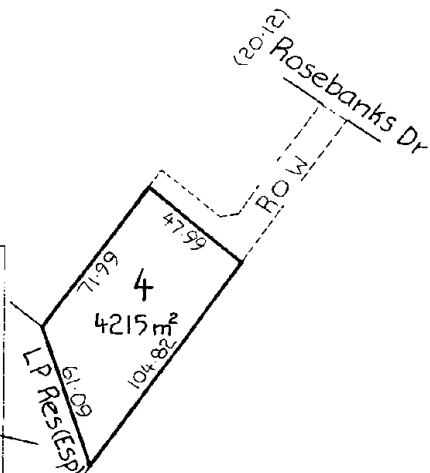
B.096849.2 Transfer to Paul Robert Heath solicitor and Kerry Sue Heath accountant both of Hamilton - 11.8.1992 at 11.25 o'clock
B. Lloyd
for A.L.R.

B.096849.3 Mortgage to Westpac Banking Corporation - 11.8.1992 at 11.25 o'clock
B. Lloyd
for A.L.R.

B.096849.4 Settled under the Joint Family Homes Act 1964 on Paul Robert Heath and Kerry Sue Heath both abovenamed - 11.8.1992 at 11.25 o'clock
B. Lloyd
for A.L.R.

O V E R . . .

Handwritten notes and signatures on the left margin.



Measurements are Metric

No. 43D/5

Identifier

SA43D/5

REGISTER

CERTIFICATE OF TITLE No. 43D / 5

B505944.1 Variation of Mortgage B096849.3 -
7.10.1998 at 1.15

↓
for DLR

85689H-50,000/5/88MK



H163613.4T New Zealand

MEMORANDUM OF TRANSFER

74057

WHEREAS DOUGLAS GEORGE MORRIS BANKS and DEREK HEREWARD BANKS both of Tamahere, Farmers (hereinafter called "the Transferors") are

registered as the proprietors of an estate in fee simple

subject however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in all those pieces of land situate in the Land District of South Auckland

containing FIRSTLY TWENTYEIGHT ACRES

ONE ROOD THREE PERCHES (28a. 1r. 3p.)

be the same a little more or less being Lots 13 and 14 Deposited Plan S.15683 being part Allotments 285 and 286 Parish of Kirikiriroa and being the whole of the land comprised and described in Certificate of Title Volume 228 Folio 1334 South Auckland Registry (hereinafter called "the land firstly hereinbefore described") AND SECONDLY those pieces of land containing together

more or less being Lots 1,2,3,10,* on Deposited Plan No. S15684** and being the whole of the land comprised and described in Certificates of Title Volume 228/1328, 228/1329, 228/1330, 228/1331, 228/1332, 228/1335, 228/1336, 228/1337, 228/1338, 228/1339, 228/1340, 228/1341 South Auckland Registry (hereinafter called "the land secondly hereinbefore described")

AND WHEREAS the Transferor has agreed to sell the land firstly hereinbefore described to THOMAS ROBERT BRAKE of Morrinsville, Solicitor (hereinafter called "the Transferee") at or for the price of SEVENTYFOUR THOUSAND DOLLARS (\$74,000) subject to the Transferee agreeing and covenanting with the Transferor in manner hereinbefore set forth

NOW THEREFORE THESE PRESENTS WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of \$74,000.00 paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor DOETH HEREBY TRANSFER unto the Transferee all their estate and interest in the said piece of land firstly hereinbefore described to the end and intent that the Transferee shall and possess not only such estate as is hereby transferred but as included therewith the benefit in common with such Transferees of the land secondly hereinbefore described or any part thereof AND FURTHER in pursuance of the said Agreement the Transferee for himself and his respective executors administrators and assigns and the required proprietor or proprietors of the land firstly hereinbefore described DO AND EACH OF THEM DOETH HEREBY COVENANT with the Transferor as follows:

THAT the Transferee will not permit the land firstly hereinbefore described to be used for commercial poultry farming/and/or commercial pig farming.

9
Volume
228

*11 &
12
S15684

***74000

and being
Deposited
Plan S15683
Lots 4, 5, 6, 7, 8 & 9 on

IN CONSIDERATION of the sum of

(which sum includes \$----- for chattels)

paid to

~~(the receipt of which sum is hereby acknowledged) DO----- HEREBY TRANSFER to the said~~

all-

estate and interest in the said piece

of land above described

TO THE END AND INTENT that such restrictions shall be for the benefit of the land secondly hereinbefore described and every part thereof PROVIDED ALWAYS that the Transferee and the successors in title of the Transferee shall as regards such restrictions be liable only in respect of breaches thereof which shall occur while they or either of them shall be the registered proprietor of the land firstly hereinbefore described or any part thereof in respect of which any such breach shall occur AND for itself and its successors in title the Transferor HEREBY COVENANTS with the Transferee and his successors in title:

1. THAT the Transferor will obtain from each and every one of the Transferees hereafter of any part or parts of the land secondly hereinbefore described the like covenants as are contained herein on the part of the Transferee.

AND IT IS HEREBY AGREED AND DECLARED that the words "Successors in title" as expressed in these presents shall have the meaning ascribed thereto in Section 63 of the Property Law Act 1952.

~~AND PROVIDED FURTHER that the Transferor shall not be liable nor be called upon to erect or to contribute towards the cost of the erection maintenance or repair of any dividing or boundary fence between the land herein transferred and any adjoining land owned or occupied by the Transferor but this proviso shall not enure for the benefit of any person other than the Transferee or his successors in title or of any part thereof.~~

9

IN WITNESS WHEREOF these presents have been executed this

1st

day of

July

One thousand nine hundred and seventy seven.

SIGNED by the abovenamed DOUGLAS GEORGE MORRIS BANKS & DEREK HEReward
in the presence of BANKS

D G Banks
D H Banks

Witness:

J. G. ...

Occupation:

Solicitor

Address:

Hamilton.

ORDER OF LAND VALUATION COMMITTEE

In the Supreme Court of New Zealand
(Administrative Division)

No. LVP 167/77

~~District~~
Hamilton Registry

IN THE MATTER of an application
under the Land Settlement Promotion and Land
Acquisition Act 1952 for consent to a sale
of land

Between DOUGLAS GEORGE MORRIS BANKS and
DEREK HERWARD BANKS Vendor/Lessor

and THOMAS ROBERT BRAKE Purchaser/Essee -

BEFORE THE WAIKATO NO. 3 LAND VALUATION COMMITTEE

On reading the application of DOUGLAS GEORGE MORRIS BANKS

for consent to the sale

in respect of the land described in the schedule hereto

~~*And on hearing-~~

IT IS ORDERED that *(the consent of the Administrative Division of the Supreme Court of New Zealand be granted to the transaction *pursuant to Part II (~~and Part III~~) of the Land Settlement Promotion and Land Acquisition Act 1952:

~~upon the subject to the following conditions:~~

SCHEDULE

All that land containing 28 acres 1 rood 13 perches more or less being Lots 13 and 14 on Deposited Plan S.15683 and being part of the land comprised and described in Certificate of Title 1208/276 (South Auckland Registry)



Date at Hamilton this 31st day of March 1977.

(Handwritten signature)
(Deputy) Registrar. *W.C. Davey*

Sealed at the office of the Supreme Court at Hamilton
this ~~31st~~ day of April 1977.
13th

(Handwritten signature)
(Deputy) Registrar *J.C. Davey*

Solicitors for the applicant: Chapman, Feenstra, Cartwright & Gendall,
P.O. Box 49, Hamilton.

*Delete where not applicable.

THOMAS ROBERT BRAKE of Morrinsville, Solicitor, the transferee in the within Transfer HEREBY CONSENTS to the within Transfer and to the covenants specified herein.

SIGNED by THOMAS ROBERT BRAKE)
as Transferee in the presence)
of:

gan
Solicitor
Hamilton



No.

Correct for the purposes of the Land Transfer Act.

TRANSFER OF freehold

Solicitor for Transferee.

77/183

D.G.M. & D.H. BANKS Transferor

THOMAS ROBERT BRAKE Transferee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

Solicitor for the purchaser or lessee.

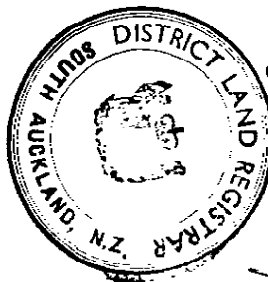
1 cert. cont.

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

(5) July \$10-00

Assistant Land Registrar
of the District of South Auckland

CHAPMAN FEENSTRA CARTWRIGHT & CO.
SOLICITORS
HAMILTON.



District Land Registry
Hamilton No. 2
22B/1333, 1334
Dec 22 12 19 PM '77



163613.4

THE HAMILTON DISTRICT LAW SOCIETY

NICE PRINTERS

MEMORANDUM OF TRANSFER

BO17179.2 TE

KERRY PATRICK TRILLO and DIANE RUTH MORRIS both of Newstead,
Race Horse Trainers, as Grantors.

registered as the proprietor of an estate in fee simple as tenants-in-common in equal shares

subject however, to such encumbrances, liens and interests as are notified by memoranda underwritten or enclosed hereon, in all that piece of land situate in the Block III Hamilton Survey District containing 2.4676 hectares

be the same a little more or less being Lot 1 on Deposited Plan S.55352 and being all of the land comprised and described in Certificate of Title Volume 45D Folio 164 (South Auckland Registry)

SUBJECT TO:

1. Land covenants in Transfer H.163613.4.
2. Right to convey water, a right of way and a right to conduct electrical and gas energy and telephone services easement created by Transfer H.917256.1.
3. Section 309(1)(a) Local Government Act 1974.
4. A right of way, right to convey water, right to conduct electrical and gas energy and telephone services created by Transfer H.926243.1.
5. Section 309(1)(a) Local Government Act 1974.
6. H.951330.3 Mortgage to Trust Bank Waikato Limited.

and hereinafter called the Servient Tenement. ✓

AND WHEREAS TIMOTHY CARSTENSEN of Hamilton, Electrician, and JULIE CARSTENSEN of Hamilton, his wife, and hereinafter called the 'Grantee' are the registered proprietors of an estate in fee simple in all that parcel of land containing 4215 square metres more or less being situated in a Block III Hamilton Survey District, being Lot 4 on Deposited Plan S.51942 and being all of the land comprised and described in Certificate of Title, Volume 43D Folio 5 (South Auckland Registry) and hereinafter called 'the Dominant Tenement'.

~~IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00)~~

(which sum includes \$ Nil for chattels)

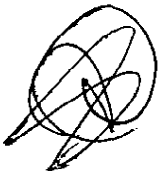
paid to the Grantor by the Grantee TIMOTHY CARSTENSEN of Hamilton, ~~paid to~~ Electrician and JULIE CARSTENSEN of Hamilton, his wife the Grantor doth hereby grant to the Grantee a right in common with the Grantor and other Transferees from the Grantor, the Grantor's tenants and any other persons lawfully entitled:

- (a) A right to convey water.
- (b) A right of way.
- (c) A right to conduct electrical and gas energy and telephone services by means of underground pipes and/or cables

~~the receipt of which sum is hereby acknowledged~~ ~~HEREBY TRANSFERRED in the said~~

for a term of 999 years beginning from the date of this instrument over that part of the land hereinbefore described and referred to as the servient tenement and marked or shown "A" on Deposited Plan S.55352 to be appurtenant to the land ~~at~~ ~~xxxxxx and xxxxx in the said piece~~ hereinafter secondly described and every part of it for that term and ~~as land above described~~ the land hereinafter secondly described shall be referred to in this Transfer as the dominant tenement AND IT IS MUTUALLY COVENANTED between the Grantor and the Grantee (with intent to bind themselves and their respective executors, administrators, successors and assigns) that:

1. The reasonable costs of maintaining the carriageway on the formed area "A" on Deposited Plan S.55352 over which the foregoing easements are reserved shall be borne pro rata between the respective registered proprietors of each of the lots for the time served by the said right of way in equal shares and any dispute as to the liability of the parties under this covenant shall be determined by arbitration.
2. The Grantee shall have the right to place, construct, maintain, repair and replace any cable, pipe, pipeline, conduit or other equipment for supply of water, electrical energy, gas energy or telephone services on or under that piece of land marked "A" on Deposited Plan S.55352.
3. No powers implied in these easements are created by this instrument for the Grantor or the Grantee as the case may be in his capacity as servient owner to determine these easements for any breach of covenant or condition (whether expressed or implied) or for any other cause whatsoever, being the intention of the parties that each easement shall subsist for the term created unless it is surrendered with the consent of the Waikato District Council under Section 309 of the Local Government Act 1974.



In consideration of the sum of ONE DOLLAR (\$1.00) paid to the Grantor by the Grantee, the Grantor doth hereby grant to the Grantee a right in common with the Grantor and other transferees from the Grantor the Grantor's tenants and any other person lawfully entitled:

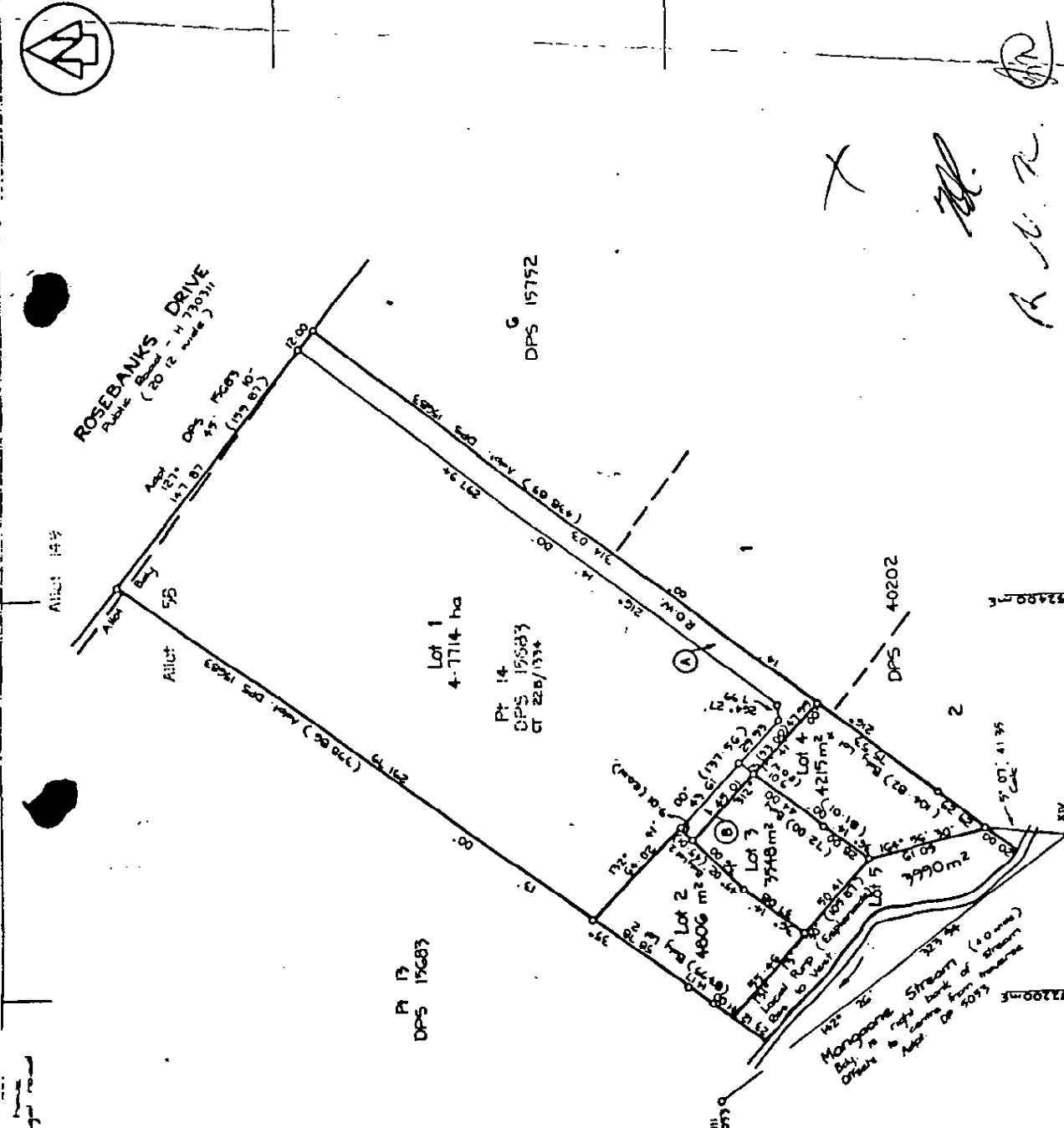
- (a) A right to convey water.
- (b) A right-of-way.
- (c) A right to conduct electrical and gas energy and telephone services by means of underground pipes and/or cables.

for a term of 999 years beginning from the date of this Instrument over that part of the land hereinbefore described and referred to as the Servient Tenement and marked or shown 'A' on Deposited Plan S55352 to be appurtenant to the land hereinafter secondly described and every part of it for that term and the land hereinafter secondly described shall be referred to in this Transfer as the Dominant Tenement and it is mutually covenanted between the Grantor and the Grantee (with intent to bind themselves and their respective executors, administrators, successors and assigns that:

- (1) The reasonable costs of maintaining the carriage-way on the formed area marked 'A' on Deposited Plan S55352 over which the foregoing easements are reserved shall be borne pro rata between the respective registered proprietors of each of the lots for the time being served by the said right-of-way in equal shares and any dispute as to the liability to the parties under this covenant shall be determined by arbitration.
- (2) The Grantee shall have the right to place, construct, maintain, repair and replace any cable, pipe, pipeline, conduit or other equipment for supply of water, electrical energy, gas energy or telephone services on or under that piece of land marked 'A' on Deposited Plan S55352.
- (3) No powers implied in these easements are created by this Instrument for the Grantor or the Grantees as the case may be in his capacity as Servient Owner to determine these easements for any breach of covenant or condition (whether expressed or implied) or for any other cause whatsoever being the intention of the parties that each easement shall subsist for the term created unless it is surrendered with the consent of the Waikato District Council under Section 309 of the Local Government Act, 1974.



Lot 1 and 4 portion from the cartilage to a larger road



Approved by the Waikato County Council pursuant to the 24th day of May 1988 in accordance with the provisions of the Resource Management Act 1976 by the plan of subdivision shown on the plan of subdivision registered in the land register under number 15683 and certifying that the requirements of the Resource Management Act 1976 have been complied with and that the subdivision is in accordance with the provisions of the Resource Management Act 1976 and the provisions of the Resource Management Act 1976 and the provisions of the Resource Management Act 1976.

John Edward Carter
Chairman



Lot No.	Area	Notes
Lot 1	4.7714 ha	
Lot 2	4.4006 m²	
Lot 3	3.7548 m²	
Lot 4	4.215 m²	
Lot 5	3.990 m²	
Lot 14	4.7714 ha	Portion

Total Area: 6.4273 ha

Comprised in: CT 228/1334 (AU)

1. **Boundary:** Boundaries shown in this plan are as shown on the plan of subdivision registered in the land register under number 15683 and certifying that the requirements of the Resource Management Act 1976 have been complied with and that the subdivision is in accordance with the provisions of the Resource Management Act 1976 and the provisions of the Resource Management Act 1976.

Field Book: *Business Deal*
Reference: *Plan 175 48314, DPS 14600, 15683, 15752, DP 5083, DP 6745*

Approved as to Survey: *[Signature]* Day of *19* 1988


Registered this: *[Signature]* Day of *19* 1988

TERRITORIAL AUTHORITY: WAIKATO COUNTY
 Surveyed by: CARTER, KEUCKE & LATHAM
 Scale: 1:1500 Date: MA 1988


PLAN OF LOTS 1-5 BEING SUBDIVISION OF PT. LOT 14, DPS 15683 BEING PT. ALLOTS 58 AND 149 PARISH OF TAMAHERE.

SOUTH AUCKLAND DISTRICT, DIST. III, HAMILTON
 THIS 261 SH. RECORDED MAP No.

~~The land secondly described and being the dominant tenement in this Transfer being an estate in fee simple in all that parcel of land containing 4215 m2 more or less being situated in Block III, Hamilton Survey District being Lot 4 on Deposited Plan S.51942 and being all of the land comprised and described in Certificate of Title Volume 43D Folio 5 (South Auckland Registry).~~

X 

IN WITNESS WHEREOF these presents have been executed this

16th 
16th

day of


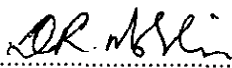
June

One thousand nine hundred and ~~ninety~~

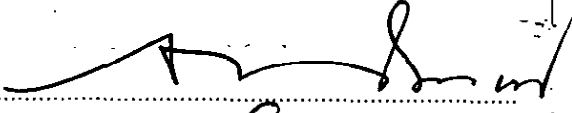
eighty nine

SIGNED by the abovenamed KERRY PATRICK TRILLO and DIANE RUTH MORRIS

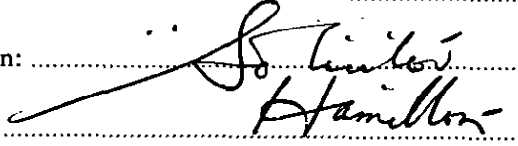
~~in the presence of~~ as Grantors in the presence of :

Witness:



Occupation:

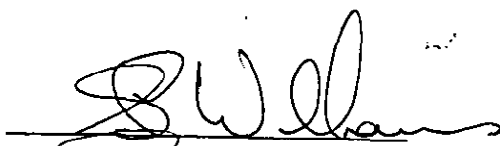

Hamilton

Address:

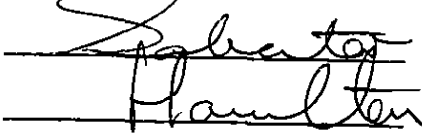
SIGNED by the abovenamed TIMOTHY CARSTENSEN AND JULIE CARSTENSEN as Grantee in the presence of :

Witness:



Occupation:


Hamilton

Address:

No.

TRANSFER

Correct for the purposes of the Land Transfer Act.

Solicitor for Transferee/s.

..... Transferor

..... Transferee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

Solicitor for the Purchaser or Lessee

The easements created by the within Transfer are Subject to Section 309(1)(a) Local Government Act 1974

ALP

I HEREBY CERTIFY for the purposes of the Stamp and Cheque Duties Act that no conveyance duty is payable on this instrument by reason of application of Section 24 (1) of the Act, and that the provisions of sub-section 2 of that section apply.

Solicitor for the

Particulars entered in the Register Schedule of Land herein on the date stamped below.

Assistant Land Registrar of the District of South A

ASST. LAND REGISTRAR
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND

30 APR 91 B 017179 Z



E \$452.40

S.P. WILLIAMS
SOLICITOR
HAMILTON

HAMILTON DISTRICT LAW SOCIETY