

# **RPNZ document ordering service**

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**Certificate of Title with diagram: 376665**

**Property: Sheffield Road, Helensville, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 394167**

**CoreLogic Reference: 3246213/1**

**Processed: 23 May 2025**

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



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 376665  
**Land Registration District** North Auckland  
**Date Issued** 04 October 2007

**Prior References**  
110103

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**Estate** Fee Simple  
**Area** 2.0000 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 394167

**Registered Owners**  
Nami Horriat

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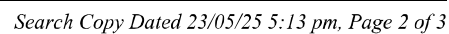
**Interests**

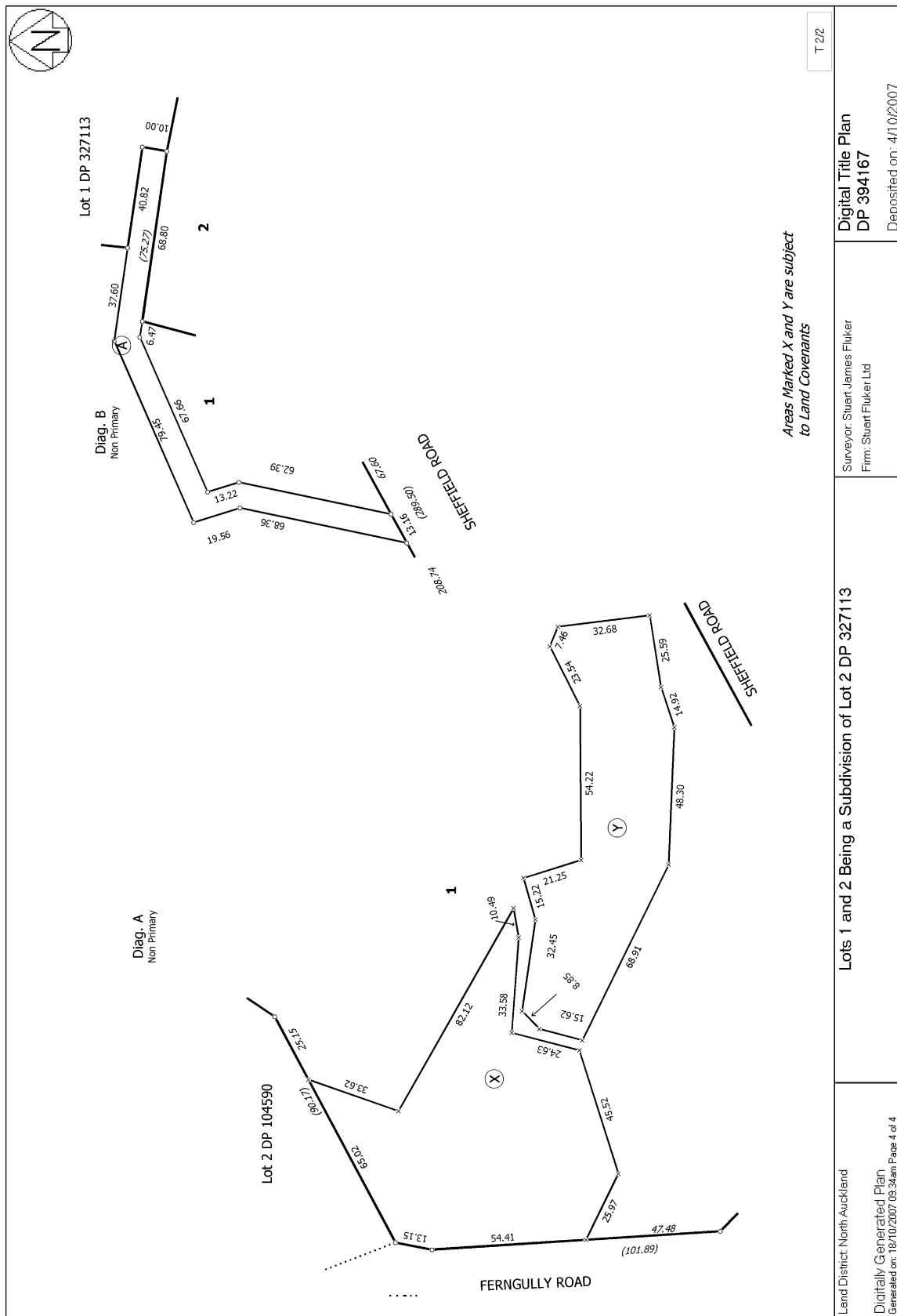
Appurtenant hereto are electricity, water, telecommunications and gas rights specified in Easement Certificate D423631.4 - 25.8.1999 at 1.29 pm

Appurtenant hereto is a right of way specified in Easement Certificate D582089.1 - 23.2.2001 at 9.00 am (Affects part formerly in CT NA117B/494)

The easement specified in Easement Certificate D582089.1 is subject to Section 243 (a) Resource Management Act 1991 7565132.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.10.2007 at 9:00 am

11052530.2 Mortgage to Kiwibank Limited - 16.3.2018 at 1:02 pm





# RPNZ document ordering service

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**Document, Interest, Instrument: D423631.4**

**Property: Sheffield Road, Helensville, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 394167**

**CoreLogic Reference: 3246213/5**

**Processed: 23 May 2025**

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D423631.4 EC

**EASEMENT CERTIFICATE**

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I/We JANETTE ANN CANTLEY and WAYNE BARNETT ✓

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 25<sup>th</sup> day of AUGUST 1999 under No. 187160 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

**SCHEDULE**  
**DEPOSITED PLAN NO. 187160** ✓

| Nature of Easement<br>(e.g., Right of Way, etc.)             | Servient Tenement                           |                                                                             | Dominant Tenement<br>Lot No.(s) or other<br>Legal Description | Title<br>Reference |
|--------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------|--------------------|
|                                                              | Lot No.(s)<br>or other<br>Legal Description | Colour, or Other Means<br>of Identification, of Part<br>Subject to Easement |                                                               |                    |
| Right of Way ✓                                               | Lot 2 ✓                                     | A ✓                                                                         | Lot 1 ✓                                                       | 117B/493 ✓         |
| Power, water,<br>telecommunica-<br>tions and gas<br>supply ✓ | Lot 2 ✓                                     | A ✓                                                                         | Lot 1 ✓                                                       | 117B/493 ✓         |
| Power, water,<br>telecommunica-<br>tions and gas<br>supply ✓ | Lot 1 ✓                                     | B ✓                                                                         | Lot 2 ✓                                                       | 117B/494 ✓         |

1001-1011-1012

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

- 1.1 The rights and powers implied in the easement of **right of way** shall be the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the rights implied in the easements of vehicular rights of way set out in the Ninth Schedule to the Property Law Act 1952.
- 1.2 As to the rights to convey **electricity and gas** the following rights and powers shall apply:
  - 1.2.1. The owner of the dominant tenement and other authorised persons having the right (in common with the owners of the servient tenement and all other having the like right) to lead and convey **electricity, electric impulses, gas and any other form of energy** without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public road or land or both adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.
  - 1.2.2. The owners of the dominant and servient tenements shall be responsible for arranging:
    - (a) The installation of the electricity and gas supply and the supply of any other form of energy; and
    - (b) The repair and maintenance of the electricity and gas supply and the supply of any other form of energy so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.
- 1.3 As to the rights to convey **telecommunications** the following rights shall apply:
  - 1.3.1. The owner of the dominant land and other authorised persons having the right (in common with the owner of the servient land and others having the like right) to convey telephone and similar services without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public road or land or both adjoining the servient land by means of conduits, cables or pipes laid or to be laid on, above or under the surface of the areas marked A and B on Deposited Plan 187160 to the dominant land.
  - 1.3.2. The owners of the dominant and servient tenements shall be responsible for arranging:
    - (a) The installation of the telecommunications service; and
    - (b) The repair and maintenance of the telecommunications services so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.
- 1.4 The rights and powers implied in the **water** easement shall be the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

**2. Terms and conditions**

**2.1** Notwithstanding anything contained in the Seventh Schedule to the Land Transfer Act 1952 and in the Ninth Schedule of the Property Law Act 1952 the parties shall pay all costs incurred in connection with the easements created by this certificate in equal shares, unless the incurring of costs was caused by the deliberate act or omission of either party or the agent or invitee of that party, in which instance that party shall be responsible for the costs.

**2.2** Any disputes between the occupiers or any of them as to or arising out of the easements and rights and powers, terms, conditions, covenants or restrictions herein set out or implied shall be determined by arbitration in accordance with the Arbitration Act 1996.

Dated this

20

day of

August

1999

✓

Signed by the above-named

in the presence of

Witness

Occupation

Address

*[Signature]* ✓  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]* ✓

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:

# EASEMENT CERTIFICATE

Land Transfer Act 1952

117B/493; 117B/494

|                                                                                    |
|------------------------------------------------------------------------------------|
| Law Firm Acting                                                                    |
| <b>DAVID STONE</b><br>Barrister & Solicitor<br>Box 25-371, St. Heliers<br>Auckland |

Auckland District Law Society  
REF: 4050

*Dec 143 -*

**This page is for Land Registry Office use only.**  
(except for "Law Firm Acting")

PRODUCED 1.29 25.AUG99 D 422631  
ENTERED  
PARTICULARS ENTERED  
LAND REGISTRY OFFICE  
117B/493  
117B/494  
NEW ZEALAND  
REGISTRAR GENERAL OF LAND  
LINZ COPY  
SOLE COPY



# RPNZ document ordering service

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**Document, Interest, Instrument: D582089.1**

**Property: Sheffield Road, Helensville, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 394167**

**CoreLogic Reference: 3246213/2**

**Processed: 23 May 2025**

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DS82089.1 EC

## EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I/We JANETTE ANN CANTLEY and WAYNE BARNETT

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland  
on the 25 day of August 19 99 under No. 187160  
are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

### SCHEDULE DEPOSITED PLAN NO.

| Nature of Easement<br>(e.g., Right of Way, etc.) | Servient Tenement                           |                                                                             | Dominant Tenement<br>Lot No.(s) or other<br>Legal Description | Title<br>Reference   |
|--------------------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------|----------------------|
|                                                  | Lot No.(s)<br>or other<br>Legal Description | Colour, or Other Means<br>of Identification, of Part<br>Subject to Easement |                                                               |                      |
| Right of Way                                     | Lot 1                                       | B                                                                           | Lot 2                                                         | 117B/493<br>117B/494 |

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

The rights and powers implied in the easement of right of way shall be the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the rights implied in the easements of vehicular rights of way set out in the Ninth Schedule to the Property Law Act 1952

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

2.1 Notwithstanding anything contained in the Seventh Schedule to the Land Transfer Act 1952 and in the Ninth Schedule of the Property Law Act 1952 the parties shall pay all costs incurred in connection with the easements created by this certificate in equal shares, unless the incurring of costs was caused by the deliberate act or omission of either party or the agent or invitee of that party, in which instance that party shall be responsible for the costs.

2.2 Any disputes between the occupiers or any of them as to or arising out of the easements and rights and powers, terms, conditions, covenants or restrictions herein set out or implied shall be determined by arbitration in accordance with the Arbitration Act 1996.

Dated this 1<sup>st</sup> day of February 2001

Signed by the above-named

in the presence of

Witness

Occupation

Address

W Barnett  
J Mantle

Correct for the purposes of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:

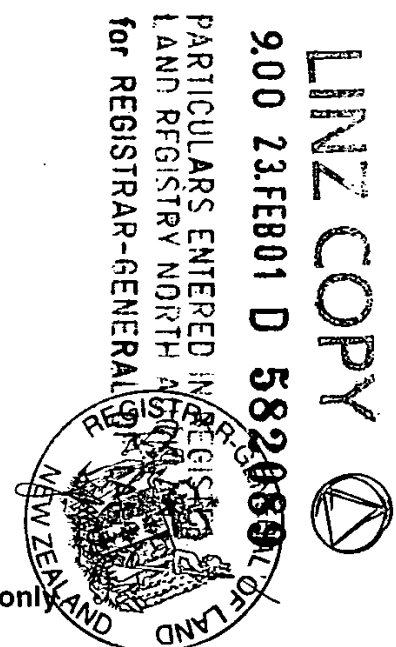
# EASEMENT CERTIFICATE

Land Transfer Act 1952

|                                                                   |
|-------------------------------------------------------------------|
| Law Firm Acting                                                   |
| <b>DAVID STONE</b><br>Lawyer<br>Box 51-946, Pakuranga<br>Auckland |

Auckland District Law Society  
REF: 4050

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(except for "Law Firm Acting")



# RPNZ document ordering service

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**Document, Interest, Instrument: 7565132.1**

**Property: Sheffield Road, Helensville, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 394167**

**CoreLogic Reference: 3246213/6**

**Processed: 23 May 2025**

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IN THE MATTER

of a Plan lodged for  
Deposit under  
Number 394167

Pursuant to Section 221 of the Resource Management Act 1991 THE RODNEY DISTRICT COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 394167 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

**FIRST SCHEDULE**

(wetland protection) The existing native bush and wetland to be protected on Lot 1 (Areas X and Y) shall be protected in perpetuity to the satisfaction of the Consents Manager.

The owners, or their successors in title for the time being, of the above lots:

- Shall preserve the natural landscape trees, vegetation and areas of wetland now thereon within that part of each lot identified as such on the survey plan; and
- Shall not do anything that would prejudice the health of any of such natural landscape trees, vegetation or areas of wetland; and
- Shall control all noxious plants and animals within the identified part of each lot; and
- Shall maintain a stock-proof fence as approved by the Council around the perimeter of the identified part of each lot.

The owners shall be deemed not to be in breach of this covenant if any of such trees, vegetation or bush die from fire or natural causes not attributable to any act or default by or on behalf of the owners and for which the owners are responsible. Failure to comply with this condition may result in enforcement action being taken by the Council under the Resource Management Act 1991 to ensure full compliance and the continuing protection of the bush.

The owners shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring this condition at not less than two-yearly intervals, unless required otherwise by a legitimate complaint. The owners will be advised of the costs, assessed under the Council's Schedule of Fees and Charges, as they fall due.

(weed and pest control) The landowners for the time being shall implement the Weed and Pest Control Plan approved under the resource consent.

(building restrictions) Any buildings erected on the building site on Lot 2 identified on the plan certified by Geotech Professionals, dated 5 September 2007 shall be subject to the requirements of the report prepared by Geotech Professionals, reference 7619/06/CR, dated 6 October 2006, and any subsequent reports. **The owner of the lot is advised that an in ground wall is required when building on the site, as per the recommendations of the said report.** Copies of the said plan and report are held at the offices of the Council, Centreway Road, Orewa.

(building restrictions - stormwater control) All stormwater from buildings and paved areas on Lot 2 shall be collected and disposed of in accordance with the report prepared by Kibblewhite Consultants Ltd, reference 373, dated March 2007. The collection and disposal system shall be installed prior to the erection of any buildings and shall thereafter be maintained to the specified capacity and standard in perpetuity.

### SECOND SCHEDULE

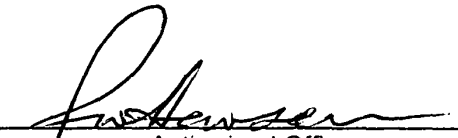
An estate in fee simple in 18.3340 hectares more or less being Lot 2 DP 327113 comprised in Certificate of Title 110103 North Auckland Land Registry.

### THIRD SCHEDULE

Lots 1 and 2 DP 394167 totalling 18.3340 hectares in area.

DATED this 26<sup>th</sup> day of September 2007.

SIGNED for and on behalf of )  
the RODNEY DISTRICT COUNCIL )

  
Authorised Officer

SCHEME PLAN: R51830

Landonline User ID: vickicslau

LODGING FIRM: VICKI'S CONVEYANCING SERI

Address: DX DP 94505

TITIRANGI

Uplifting Box Number: 50

ASSOCIATED FIRM: \_\_\_\_\_

Client Code / Ref: CANTLEY - SUBDVN

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

Other (state)

**CONO 7565132.1 Consen**  
Cpy - 02/04, Pgs - 003, 04/10/07, 10:14

**Copies**  
(Inc. original)  
DocID: 312985861

**DP394167**

| Priority Order | CT Ref:  | Type of Instrument | Names of Parties                     | DOCUMENT OR SURVEY FEES | RESUBMISSION | NOTICES | ADVERTISING | NEW TITLES | OTHER | PRIORITY CAPTURE | FEES \$ GST INCLUSIVE |
|----------------|----------|--------------------|--------------------------------------|-------------------------|--------------|---------|-------------|------------|-------|------------------|-----------------------|
| 1              | 110103   | C221               | JA CANTLEY & Rodney District Council | 60.00                   |              |         |             |            |       |                  | \$60.00               |
| 2              | As Above | OCT                | JA CANTLEY                           |                         |              |         |             | 2 \$130    |       |                  | \$130.00              |
| 3              |          |                    |                                      |                         |              |         |             |            |       |                  |                       |
| 4              |          |                    |                                      |                         |              |         |             |            |       |                  |                       |
| 5              |          |                    |                                      |                         |              |         |             |            |       |                  |                       |
| 6              |          |                    |                                      |                         |              |         |             |            |       |                  |                       |

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice  
GST Registered Number 17-022-895  
LINZ Form P005

Original Signatures? \_\_\_\_\_

|                             |          |
|-----------------------------|----------|
| Subtotal (for this page)    | \$190.00 |
| Total for this dealing      | \$190.00 |
| Less Fees paid on Dealing # |          |
| Cash/Cheque enclosed for    | \$190.00 |

# RPNZ document ordering service

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**Document, Interest, Instrument: 11052530.2**

**Property: Sheffield Road, Helensville, Auckland - Rodney**

**Legal Description: Lot 2 Deposited Plan 394167**

**CoreLogic Reference: 3246213/4**

**Processed: 23 May 2025**

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# View Instrument Details

|                               |                          |
|-------------------------------|--------------------------|
| <b>Instrument Type</b>        | Mortgage                 |
| <b>Instrument No</b>          | 11052530.2               |
| <b>Status</b>                 | Registered               |
| <b>Date &amp; Time Lodged</b> | 16 March 2018 13:02      |
| <b>Lodged By</b>              | Strawbridge, Carlene May |

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|                                    |                      |
|------------------------------------|----------------------|
| <b>Affected Computer Registers</b> | <b>Land District</b> |
| 376665                             | North Auckland       |

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**Mortgagors**  
Nami Horriat

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|                   |              |
|-------------------|--------------|
| <b>Mortgagees</b> | <b>Share</b> |
| Kiwibank Limited  |              |

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## Mortgage Details

|                           |                                                                                                                                               |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Memorandum Number</b>  | 2011/4295                                                                                                                                     |
| <b>Priority Amount \$</b> | \$750,000.00 plus interest - which includes a specified principal amount of \$229,000.00 (being the initial advances secured by the mortgage) |

This mortgage incorporates the provisions of the above memorandum registered pursuant to section 155A of the Land Transfer Act 1952

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## Mortgagor Certifications

I certify that I have the authority to act for the Mortgagor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have the authority to act for the Mortgagee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Nicola Jane Robertson as Mortgagor Representative on 16/03/2018 01:01 PM

\*\*\* End of Report \*\*\*