
From: Gary Rae <gary@rae-consulting.nz>
Sent: Wednesday, 27 April 2022 10:07 a.m.
To: Jenny Lapham <Jenny.Lapham@dcc.govt.nz>
Cc: Emma Christmas <Emma.Christmas@dcc.govt.nz>; Sarah Hickey <Sarah.Hickey@dcc.govt.nz>; Bede Morrissey <Bede.Morrissey@dcc.govt.nz>; Steve Walker <Steve.Walker@dcc.govt.nz>; Jim O'Malley <Jim.OMalley@dcc.govt.nz>
Subject: FW: Report for Panel on late further submission received

I refer to the Report entitled 'Recommendation on Consideration of Late Further Submission on Variation 2 (Additional Housing Capacity) to the 2GP' by Emma Christmas, Team Leader Planning - dated 19 April 2022.

The Panel accepts the recommendation for the late submission by Mr Christopher Medicott to be accepted into the process. We adopt Ms Christmas's reasons expressed in her report.

Can you please:

- Advise the submitter (Mr Medicott) of this;
- Advise the original submitters (S40.002 – Bruce Hall, S140.001 Nicole Perry-Ellison) of the Panel's decision on this, and send them a copy of Mr Medicott's further submission; and
- Post the report and this e-mail on the DCC's Variation 2 web page.

Regards

Gary

Gary Rae
Chair of Hearing Panel, 2GP Variation 2

Chris Medlicott
PO Box 1179
DUNEDIN
chris@medlicotts.co.nz

12 April 2022

Dunedin City Council
For Variation 2GP Commissioners

Email: districtplansubmissions@dcc.govt.nz

Dear Commissioners

2GP Variation 2 – 30 Mercer Street – Greenfields hearing - DIS-2021-1

I wish to make a late further submission in reply as landowner of the property at 30 Mercer Street upon its proposed rezoning from General Residential 1 Transitional Overlay Rural to (GRITZ) Residential 2. This is to be considered in the forthcoming Greenfields hearing.

Firstly I write in support of the position of Dunedin City Council for the re-zoning of that property from current transitional residential 1 zone overlay on underlying rural zoning (GRITZ) to residential 2. It is a good property with gentle terrain lying to the sun well within the city, upon public transport routes and is ideally suited for medium density development. The constraint identified for the property is that at times of heavy rain due to flooding of the Kaikorai Valley sewer occurs with downstream consequences in South Dunedin. A detention tank system has been identified in the planning documents as a solution to that. That was identified through my submissions to Council with the assistance of water engineers (Fluent Solutions). That process has resulted in Council agreeing to a threshold for community sewerage detention tanks at a threshold of 50 lots. I agree that at least 50 lots on the site are both achievable and desirable and I am content to have that as a condition upon its eventual development (pending the resolution of the constraint issue).

There are two direct objections to development of the site. Both from occupants on Wattie Fox Lane. One at number 11 from Nicole Perry-Ellison and the other at number 13 from Bruce Hall. Both are subject to Land Covenants prohibiting such objections. The land covenant is enclosed for your record together with the relevant titles (Easement Instrument 10481766.13 refer paras 11-13 and Titles 736617 and 736618).

The substantive objection from the occupier of number 11 is simply to object to any residential development of the area at all. That is unrealistic. She will have been well aware from discussions with the agent who acted on the sale of the newly developed property at number 11 that the area to the south would be developed for residential purposes in due course. I made that very clear to the agent. It was also clear in the land covenant. At the time she purchased in (December 2017), the subject area to the south was already subject to

notified processes under the 2GP (notified 26 September 2015) and its transitional zoning as GRITZ residential was well in train. The time to object to the residential zoning has passed.

The objection from number 13 is around transport. He rightly raises the prospect that the existing roadway consisting of a right of way through Wattie Fox Lane - which is approximately 6-7 metres wide at its widest - will not be adequate for the number of properties intended. That is accepted and understood. The intention is that the house at 127 Barr Street will be removed in order to provide a full width legal road into the property following the line of Wattie Fox Lane and then over the culvert to then head south. Access of a further walking or one way traffic access along the bottom track immediately behind the car yards is also proposed. An option is that there be two exit lanes out of the property - one turning left, the other turning right with a single lane entrance. This will enable rapid movement out of the property - A draft concept is **enclosed**.

I wish to be heard and in particular to deal with these issues as they arise through the course of the forthcoming hearing.

Yours faithfully



Christopher Medicott

c.c. Nicole Perry-Ellison,

Bruce Hall



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




R.W. Muir
Registrar-General
of Land

Identifier 736618
Land Registration District Otago
Date Issued 09 November 2016

Prior References
425440

Estate	Fee Simple
Area	3007 square metres more or less
Legal Description	Lot 7 Deposited Plan 496562

Registered Owners
Bruce Donald Hall and Joy Gail Hall


Interests

8833829.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 8.8.2011 at 3:55 pm
10481766.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 9.11.2016 at 9:13 am
Land Covenant in Easement Instrument 10481766.9 - 9.11.2016 at 9:13 am
Appurtenant hereto is a right of way, a right to convey water, electricity, telecommunications and computer media and a right to drain water and sewage created by Easement Instrument 10481766.12 - 9.11.2016 at 9:13 am
The easements created by Easement Instrument 10481766.12 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 10481766.13 - 9.11.2016 at 9:13 am
11276142.1 Mortgage to Southland Building Society - 16.11.2018 at 8:12 am



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




R. W. Muir
Registrar-General
of Land

Identifier 736617
Land Registration District Otago
Date Issued 09 November 2016

Prior References
425440

Estate Fee Simple
Area 941 square metres more or less
Legal Description Lot 6 Deposited Plan 496562

Registered Owners
Nicole Laura Perry-Ellison and Justin Rawiri Ellison

Interests

8833829.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 8.8.2011 at 3:55 pm
10481766.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 9.11.2016 at 9:13 am
Appurtenant hereto is a right of way, a right to convey water, electricity, telecommunications and computer media and a right to drain water and sewage created by Easement Instrument 10481766.12 - 9.11.2016 at 9:13 am
The easements created by Easement Instrument 10481766.12 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 10481766.13 - 9.11.2016 at 9:13 am
11003176.2 Mortgage to ANZ Bank New Zealand Limited - 19.1.2018 at 11:04 am



View Instrument Details

Instrument No. 10481766.13
Status Registered
Date & Time Lodged 09 Nov 2016 09:13
Lodged By Brownlie, Marilyn Zeitha
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
736612	Otago
736613	Otago
736614	Otago
736615	Otago
736616	Otago
736617	Otago
736618	Otago
736620	Otago

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- Mortgage 7278099.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by Antony Victor James Hamel as Grantor Representative on 08/11/2016 12:22 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 Antony Victor James Hamel as Grantee Representative on 08/11/2016 12:22 PM

*** End of Report ***

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor**Christopher James Medlicott and Natalie June Medlicott****Grantee****Christopher James Medlicott and Natalie June Medlicott****Grant of Easement or *Profit à prendre* or Creation of Covenant**

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant as set out in Annexure Schedule A		Lots 1-7 & 10 CTs 736612, 736613, 736614, 736615, 736616, 736617, 736618, 736620	Lot 9 DP 496562 CT 736620

Form B - continued

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

The implied rights and powers are hereby ~~[varied] [negated] [added to] or [substituted]~~ by:
~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~
~~[the provisions set out in Annexure Schedule A]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

~~The provisions applying to the specified covenants are those set out in:~~
~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~
~~[Annexure Schedule _____]~~

Annexure Schedule

Rights and Powers

1. The rights and powers set out in Schedule 4 of the Land Transfer Regulations 2002 are amended, added to or substituted as hereinafter provided.
2. Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and the modifications in this Easement Instrument the modifications in this Easement Instrument shall prevail.
3. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist for all time unless it is surrendered.

The maintenance provisions in Schedule 4 of the Land Transfer Regulations 2002 are modified as follows:

1. The word "equally" in clause 11(2) of Schedule 4 of the Land Transfer Regulations 2002 is deleted and "for a reasonable contribution in proportion of their use" substituted.

Annexure Schedule A

That the servient tenement from time to time shall:

1. Not further subdivide the servient tenement ("subdivide" having the meaning ascribed to "subdivision of land" in Section 218(1) of the Resource Management Act 1991).
2. Not allow the erection or placement on the servient tenement of:
 - (a) Any building, caravan, tent or other accommodation whether permanent or temporary, other than:
 - i. one private dwelling house containing a single residential unit as defined by the Dunedin City Council District Plan of not less than 100 square metres in gross floor area excluding outbuildings, garges and decks; and
 - ii. one "granny flat" the plans and specifications (including colour scheme) of which the vendor has given prior written consent to. This clause does not prevent the storage of a caravan on site provided it is not used for accommodation on the site.
 - (b) Any form of relocatable building or a relocated used building or part thereof. A new dwelling prefabricated in whole or in part elsewhere intended for permanent erection on the servient tenement shall not constitute a breach of this clause)
 - (c) Any building with the exterior walls clad in secondhand materials or steel sheeting unless the same is a proper architectural element of a design approved by the vendor/proprietor of lot 2 under (a) above.
3. Permit Christopher James Medlicott and Natalie June Medlicott or their agents to enter onto the servient tenement at any reasonable time for the purposes of grass and weed removal, mowing and spraying if the vendor so chooses until such time as the servient tenement erects a dwelling on the property. This clause shall not oblige the vendor to carry out any such work and does not absolve Christopher James Medlicott and Natalie June Medlicott or their agents of the responsibility set out under (iv) below.
4. Not allow or suffer the servient tenement and any improvements thereon to become unkempt or untidy or fall into a state of disrepair and in particular without limiting the generality of this clause, NOT Allow any noxious or other weeds and undergrowth, or grass above 15 centimetres to grow or remain on the lot, and in the event of a servient tenement of land having the benefit of this covenant giving written notice to the registered proprietor of the servient tenement to remedy any breach of this clause and such breach is not remedied within 30 days from receipt of such notice, the party who gave such notice (with his agents and workmen)

shall have the right to enter upon the servient tenement to remedy the breach and recover the cost thereof from the registered proprietor of the servient tenement as a debt. For the purposes of this clause notice shall be deemed to be received the day after posting to the address the registered proprietor of the servient tenement as then recorded in the Dunedin City Council rating records.

5. Not use any building erected on the servient tenement for any purpose of advertisement or exhibition except with the express consent in writing of the vendor or its appointed agents and then only for a period not exceeding six months, from the time of completion of the erection of such building.
6. Not permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding two months and to complete construction of any such building within eight months from the commencement of work.
7. Not permit or suffer any advertisements, sign or hoarding of a commercial nature to be erected on any part of the said land except that vendor may at its sole discretion permit a purchaser and be permitted to place signs on the land or any part thereof while sections remain unsold.
8. Not to permit or suffer any removal of soil from the land except as shall be necessary for the construction of the building, its access and garden landscaping.
9. Not permit or suffer any rubbish to accumulate or be placed upon the land nor permit any excessive growth of grass so that the same exceeds 150mm in height or otherwise becomes unsightly.
10. Annually spray any growth of gorse on the lot and shall ensure that the property is kept free of pest plants.

Development of Vendors Land

11. The registered proprietor of the servient tenement may not object to the ongoing development of the property at Lots 9 and 10 Deposited Plan 496562 being Certificate of Title 736620 including the rezoning of land neighbouring the lot from rural to residential and to resource consents to residential development including residential subdivision.
12. The registered proprietor of the servient tenement acknowledges that the access land to the lot from Barr Street will serve the property at Lot 10 Deposited Plan 496562 for rural and residential purposes and that further access ways in to that property via the Barr Street entrance and access lane may be formed.
13. No objection may be given to the vesting of that access as legal road at which time the registered proprietor of the servient tenement will surrender their easements to the extent that such are vested in Council. The registered proprietor of the servient tenement may not object if the access serves more properties than is presently permitted by the provisions of the Dunedin City Council's current or future District Plan.

Mercer street Barr street changed access



Map

Σa : 95,949.46 m²
 Σp : 12.06 km



Google Maps



* Hold down the **Shift** key to show the Crosshair.
* Left-Click with the crosshair to place a pin.



Saved 10:17 124 Polygons

Mercer street Barr street changed access

