

PLAN CHANGE 1 – MINOR IMPROVEMENTS SUBMISSION FORM 5

CLAUSE 6 OF FIRST SCHEDULE, RESOURCE MANAGEMENT ACT 1991

RECEIVED
09 DEC 2024
BY: Roxanne



This is a submission on Plan Change 1 to the Partially Operative Dunedin City Second Generation District Plan (2GP). Your submission must be lodged with the Dunedin City Council by midnight on 18 December 2024. All parts of the form must be completed.

Privacy

Please note that submissions are public. Your name, organisation, contact details and submission will be included in papers that are available to the media and the public, including publication on the DCC website, and will be used for processes associated with Plan Change 1. This information may also be used for statistical and reporting purposes. If you would like a copy of the personal information we hold about you, or to have the information corrected, please contact us at dcc@dcc.govt.nz or 03 477 4000.

Make your submission

Online: dunedin.govt.nz/2gp-plan-change-1 **Email:** districtplansubmissions@dcc.govt.nz

Post to: Submission on Plan Change 1, Attn: City Development, Dunedin City Council, PO Box 5045, Dunedin 9054

Deliver to: Customer Services Agency, Attn: City Development, Dunedin City Council, Ground Floor, 50 The Octagon, Dunedin

Submitter details (You must supply a postal and/or electronic address for service)

First name: MAXWELL CLIVE

JANICE GAY

Last name: CRAWFORD

CRAWFORD

Organisation (if applicable):

Contact person/agent (if different to submitter): A. B. DEVEREUX

Postal address for service: BOX 5427 D

Suburb:

City/town: DUNEDIN

Postcode: 9054

Email address: Tonydevereux44@gmail.com

Trade competition

Please note: If you are a person who could gain an advantage in trade competition through your submission, your right to make a submission may be limited by clause 6(4), Schedule 1 of the Resource Management Act.

I could gain an advantage in trade competition through this submission: Yes No

If you answered yes, you could gain an advantage in trade competition through this submission, please select an answer:

- Yes No My submission relates to an effect that I am directly affected by and that:
- adversely affects the environment; and
 - does not relate to trade competition or the effects of trade competition.

Submission

Submissions on Plan Change 1 can only be made on the provisions or mapping which are proposed to change, or alternatives that are clearly within the 'purpose of proposal and scope of change' statements for the related Change ID given in the Section 32 report and in the summary of changes document. Submissions on other aspects of the 2GP may not be considered by the hearing panel.

You must indicate which parts of the plan change your submission relates to. You can do this by identifying the relevant Change ID and either making a submission on:

- all changes related to that Change ID or alternatives within the associated 'purpose of proposal and scope of change'; or
- specific provisions that are being amended as part of that Change ID.

The specific aspects of Plan Change 1 that my submission relates to are:

Change ID (please see accompanying Plan Change 1 – Summary of Changes document, Section 32 Report, or find the list on www.dunedin.govt.nz/2gp-plan-change-1)

NE 13

For example: Res 13

Provision name and number, or address and map layer name (where submitting on a specific proposed amendment):

ASBU ID C085

For example: Rule 9.5.4.4, or the stormwater open watercourse mapped area at 123 Street

My submission seeks the following decision from the Council: (Please give precise details, such as what you would like us to retain or remove, or suggest amended wording)

Accept the change SET OUT BELOW

Accept the change with amendments outlined below

Reject the change

If the change is not rejected, amend as outlined below

ATTACHED

Reasons for my views (you may attach supporting documents):

If you wish to make multiple submissions, you can use the submission table on page 3 or attach additional pages.

ATTACHED


Hearings

Do you wish to speak in support of your submission at a hearing: Yes No

If others make a similar submission, would you consider presenting a joint case at a hearing: Yes No

Signature:

MAXWELL CLIVE CRAWFORD + JANICE GAY CRAWFORD
BY THEIR ATTORNEY ANTHONY BRANDAN DEVEREUX



Date:

8/17/24

Multiple Submissions Table

Change ID, and provision name and number or address and map layer name where submitting on a specific provision being amended by that Change ID

Decision Sought

- a. Accept the change
- b. Accept the change with amendments outlined
- c. Reject the change
- d. If the change is not rejected, amend as outlined

Reasons for my views

Change ID, and provision name and number or address and map layer name where submitting on a specific provision being amended by that Change ID	Decision Sought	Reasons for my views

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I ANTHONY BRENDAN DEVEREUX of Dunedin in New Zealand, Retired hereby certify:

1. That by Deed dated 19 November 1986 **MAXWELL CLIVE CRAWFORD** of Dunedin in New Zealand, Married Woman appointed me her Attorney on the terms and subject to the conditions set out in the said Deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **MAXWELL CLIVE CRAWFORD** or otherwise.

SIGNED at Dunedin this)
8 day of *December* 2024)
)



ANTHONY BRENDAN DEVEREUX

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I **ANTHONY BRENDAN DEVEREUX** of Dunedin in New Zealand, Retired hereby certify:

1. That by Deed dated 19 November 1986 **JANICE GAY CRAWFORD** of Dunedin in New Zealand, Married Woman appointed me her Attorney on the terms and subject to the conditions set out in the said Deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **JANICE GAY CRAWFORD** or otherwise.

SIGNED at Dunedin this)
8 day of December 2024)
)



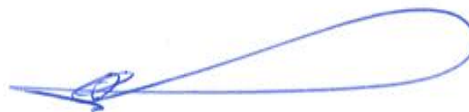
ANTHONY BRENDAN DEVEREUX

SUBMISSION

That the DCC recognize the terms of the QE11 Covenant [copy attached] and remove from the ASBV zoning on our property at Saddle Hill the areas A and B on D P 21466 [included in Covenant attached] and that provision be made for the protection of our rights to “maintain the existing track through the protected area”[refer Para 2 of the Third Schedule to the Covenant].

REASONS

- 1] The Open Space Covenant has been in effect since 1988. We believe the arrangements made have worked well for 36 years and the requests in our submission should be followed.
- 2] Regular inspections by QE11 officers have confirmed compliance with the terms of the Covenant.
- 3] The terms of the Covenant specifically excluded Areas A & B on D P 21466 from the definition of “Protected Areas” in Para 2 of the Second Schedule of the Covenant.
- 4] Aerial photos do not give a true impression of how difficult this land is from a practical viewpoint. The “existing track “is laborious and the Areas A & B are steep.
- 5] Sporadic grazing of Areas A & B with sheep has in the past reduced the fire risk.
- 6] There is no water on Areas A & B.
- 7] An aerial photo with the areas marked as per the Covenant Plan is also attached.
- 8] Para 1 of the Third Schedule to the Covenant reads as follows
“In the parkland area marked A & B on the annexed plan, the objective is to maintain the parkland appearance and the owner may at all times manage, farm, develop, plant native trees and otherwise use the land for any purpose provided however , that such use does not have an adverse effect on the designated protected area “.



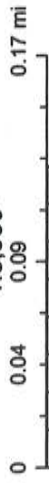
Dunedin City Council Rates



2/26/2024, 9:42:27 AM

- Rate Assessment DCC Boundary Land Parcel Boundaries Strata
- Property --- Cadastral --- Parcel
- Land Parcels --- Natural --- Road / Rail --- Hydro
- Road Names ---
- Roading Information --- Track --- Tunnel
- Addresses ---
- Railway Centreline ---

1:5,000



DCC GIS, 2018-2019, copyright DCCI/Aerial Surveys Ltd/ORS, CC BY 4.0 NZ



Queen Elizabeth II

National Trust

For open space in New Zealand

OPEN SPACE COVENANT

COVENANTOR(S): H R W SKINNER & B A SKINNER

10.50 20.10.00
PARTICULARS OF THE
LAND PROVIDED
13A/14306 88/2773
Pt 7D/1184 88/2773
12D/1596.



No. 5/12/16

OPEN SPACE COVENANT

(Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977)

WHEREAS HENRY RICHARD WAINE SKINNER of SADDLEHILL, farmer and BARBARA ANN SKINNER his wife as tenants in common in equal shares.

(hereinafter called "the Covenantor") is/are registered as proprietors of an estate as set out in the Schedule of land hereto (hereinafter called "the land")

AND WHEREAS the QUEEN ELIZABETH THE SECOND NATIONAL TRUST established by the Queen Elizabeth the Second National Trust Act 1977 (hereinafter called "the Trust") is authorised by that Act to obtain open space covenants over any private land or any land under Crown Lease

AND WHEREAS the Covenantor has agreed to enter into an open space covenant with the Trust for the purpose set forth in the First Schedule hereto

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained THESE PRESENTS WITNESS that in pursuance of the said agreement and by virtue of Section 22 of the Act the Covenantor and the Trust with the intent and so as to bind the land into whosoever hands the same may come MUTUALLY COVENANT at all times to observe and perform the respective duties and obligations imposed by the restrictions, stipulations and agreements contained in the ~~SECOND~~ Schedule hereto to the end and intent that the same shall bind the land in perpetuity or for the unexpired term thereof of the Covenantor's lease of the land and any renewal thereof as the case may be.

FIRST SCHEDULE

The Purpose of the within written open space covenant is to achieve the following open space objectives of the Covenantor and the Trust:

- (a) To protect and maintain open space values of the land.
- (b) To protect native flora and fauna in the protected area (A) on the land.
- (c) To protect natural scenic values of the land as seen from Dunedin and from surrounding countryside.
- (d) To maintain the area as a lookout over surrounding countryside.

SECOND SCHEDULE

Interpretations, restrictions, stipulations and agreements

1. In the Deed unless the context otherwise requires:—

"Act" means the Queen Elizabeth the Second National Trust Act 1977.

"Board" means the Board of Directors of the Queen Elizabeth the Second National Trust.

"Covenantor" means the "Owner" who entered into this covenant with the Trust.

"Executive Officer" means the person appointed under Section 18 (1) of the Act.

"Owner" means the person or persons who from time to time are registered as the proprietor(s) of "the land". "the land" means the property or part thereof defined as subject to this covenant and as shown on the plan annexed to this Deed. "Protected Areas" are marked C, D, E, F & G on plan attached.

2. No act or thing shall be done or placed or permitted to be done or remain upon the land which in the opinion of the Board materially alters the actual appearance or condition of the land or is prejudicial to the land as an area of open space as defined in the Act.

In particular, on and in respect of the ~~land~~ ^{Protected Areas} except with the prior written consent of the Board, the Owner shall not:

(a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.

(b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora, or introduce any substance injurious to plant life except in the control of noxious plants.

(c) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground.

(d) Construct, erect or allow to be erected, any new buildings or make exterior alterations to existing buildings.

(e) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind.

(f) Carry out any exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.

(g) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the land left in a clean and tidy condition.

(h) Effect a subdivision as defined in the Local Government Act 1974.

(i) Allow cattle, sheep, horses or other livestock to enter, graze, feed or otherwise be present provided, however, that they may graze up to any approved fence line on the perimeter of the land.

3. In considering any request by the Owner for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work is in accordance with the aim and purpose of the covenant as contained in the First Schedule.
4. Except with the prior written consent of the Board, no action shall be taken or thing done, either on the land or elsewhere, which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh, or any other water resource affecting the land.
5. The Owner shall notify the Trust of any advice received from any power authority, mining company, or other body or person of the intention to erect utility transmission lines or carry out any mining or quarrying on the land and shall not signify any concurrence in relation to the proposed work without the written permission of the Board.
- 6(i) The Owner shall continue to comply with the provisions of the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967 and all amendments thereto provided, however, that the Owner may request assistance from the Trust in carrying out the aforementioned responsibility.
- 6(ii) That in keeping with the aims and purposes of this covenant the Owner shall continue to comply with the Wild Animal Control Act 1977 and shall take reasonable measures for the control of wild animals as defined in the Act.
7. The Owner shall keep all fences and gates on the boundary of the land in good order and condition and will accept responsibility for all minor repairs. Except as provided for in Clause 8 herein or in the Third Schedule hereto rebuilding or replacement of all such fences and gates will be the responsibility of the Owner, and the Trust equally between them as to the Owner's share.
8. The Trust shall repair and replace to its former condition any fence, gate or other improvement on the land which may have been damaged in the course of the Trust or any member of the public exercising any of the rights conferred by the covenant.
9. Subject to any conditions mutually agreed between the Trust and the Owner, members of the public shall have access to the land with the prior permission of the Owner.
10. The Owner may approve the use of firearms and traps by any person or persons for the eradication of noxious animals on the land.
11. The Trust, through its officers, agents or servants, may at all times enter upon the land for the purpose of viewing the state and condition thereof. In exercising this right, any officer, agent or servant of the Trust will notify the Owner in advance.
12. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Executive Officer of the Trust and delivered or sent by ordinary post to the last known residential or official address of the Owner or to the solicitor acting on behalf of the Owner.
13. The Owner or the Trust may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the land as an open space in terms of the Act provided, however, such agreement is not contrary to the aim and purpose of this covenant.
14. The Trust may, with the prior approval of the Minister of ~~Lands~~*, revoke this covenant if all the members of the Board are satisfied that by reason of any change in the character of the land or of any other circumstances which the Board may deem sufficiently material, this covenant ought to be deemed obsolete, or that the continued existence thereof would impede the reasonable use of the land without securing any practical benefit consistent with the purpose of the Act.
15. Nothing in these presents hereinbefore contained shall be deemed to render the Covenantor personally liable for any breach of these covenants and conditions committed after the Covenantor shall have ceased to be the Owner.
16. The Owner shall notify the Trust of any change of ownership or control of all or any part of the land, and shall supply the Trust with the name and address of the new owner or lessee.
17. If at any time prior to registration hereof by the District Land Registrar the Owner desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in the Second Schedule hereto.

* Conservation

THIRD SCHEDULE

[Handwritten signatures and initials on the right margin, including 'R. J.', 'P. J.', and 'A. J.']

THIRD SCHEDULE ^A

1. In the parkland area marked ~~(B)~~^{A & B} on the annexed plan, the objective is to maintain the parkland appearance and the Owner may at all times manage, farm, develop, plant native trees and otherwise use the land for any purpose provided however, that such use does not have an adverse effect on the designated protected area. ~~(A)~~^A
2. The Owner may maintain ^{the} ~~an~~ existing track through the protected area ~~(A)~~^A.

Shl.
R E P

J. Shl.

SCHEDULE OF LAND

Land Registry: OTAGO
Estate: Fee Simple

Area: 17.5352 ha.

Lot & D.P. No.
(other legal description):

- 1) Pt. Sections 5 SO22856 & 61
- 2) Pt. Sections 60 & 1 of 22
- 3) Pt. Section 79 & Pt. Section 6 SO22856
- 4) Section 77
- 5) Section 78

all in Block VIII Dunedin and East Taieri District, shown as areas A, B, C, D, E, F & G on DP21466

Certificate(s) of Title:

- 1) Part Volume 356 folio 4
- 2) Part Volume 12D folio 1596
- 3) Part Volume 7D folio 1184
- 4) Volume 88 folio 277
- 5) Volume ~~88 folio 276~~ 13A folio 1430

IN WITNESS WHEREOF this memorandum has been executed
this 14th day of July 19 88

Signed by:

HARRY RICHARD WAINE SKINNER

[Handwritten signature of Harry Richard Waine Skinner]

BARBARA ANN SKINNER

[Handwritten signature of Barbara Ann Skinner]

as covenantors
in the presence of

Witness: *[Handwritten signature]*

Occupation: *[Handwritten signature]*

Address: *[Handwritten signature]*

ANTHONY BRENDAN DEVEREUX
SOLICITOR
DUNEDIN

THE COMMON SEAL of the QUEEN
ELIZABETH THE SECOND NATIONAL
TRUST was hereto affixed in the
presence of:

[Handwritten signature] Chairman

[Handwritten signature] Director

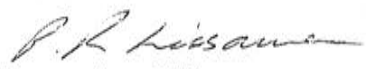
[Handwritten signature] Executive Officer

OPEN SPACE COVENANT

Pursuant to Section 22 of
the Queen Elizabeth the
Second National Trust
Act 1977.

Correct for the
purposes of the Land
Transfer Act.

HRW SKINNER & BA SKINNER
Covenantor


Executive Officer
for the Trust
being a person authorised
by the Trust to certify on
its behalf.

AND

THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST