

IN THE MATTER OF: THE RESOURCE MANAGEMENT ACT 1991

AND

THE PROPOSED QUEENSTOWN LAKES DISTRICT PLAN 2015

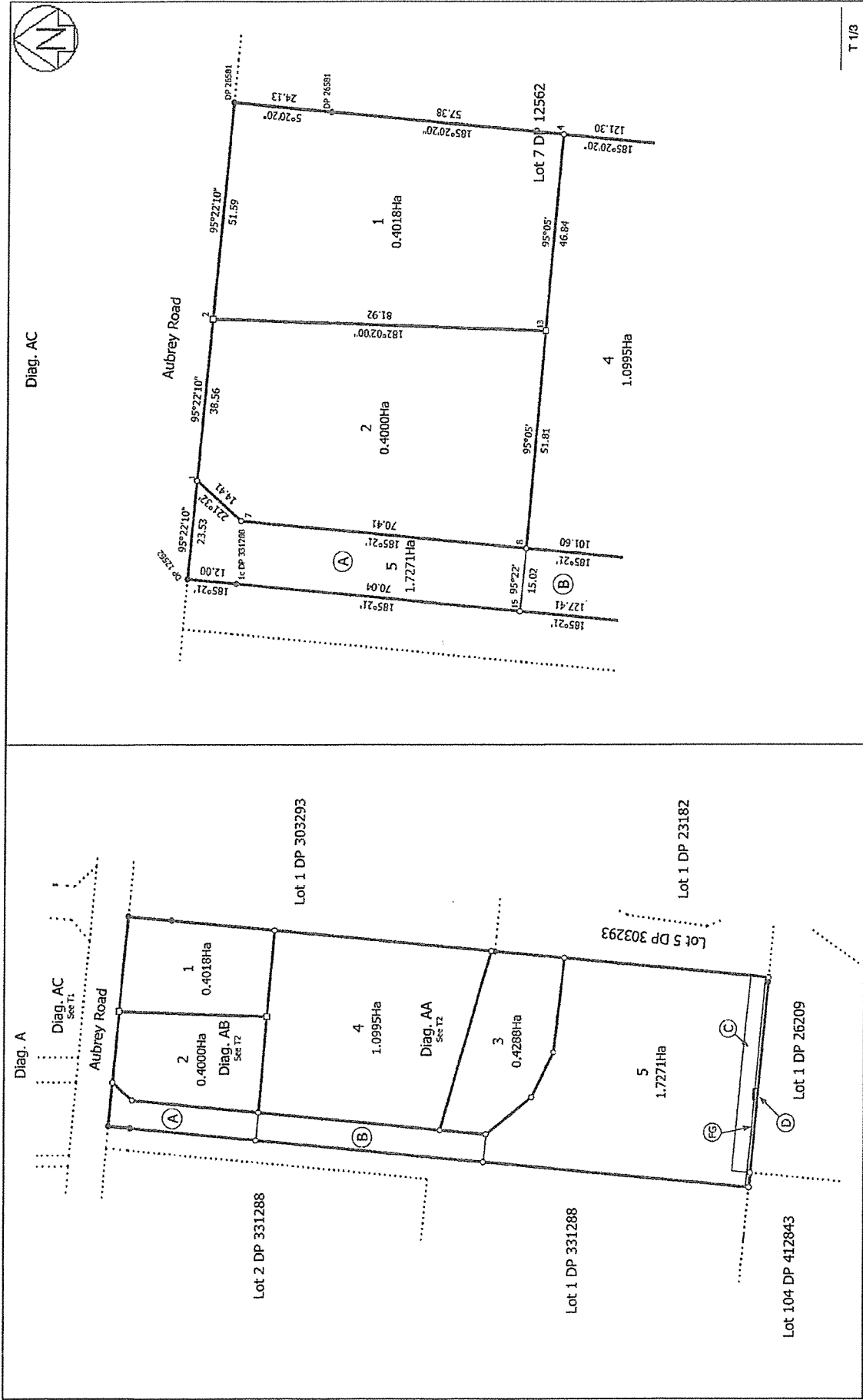
LARGE LOT RESIDENTIAL HEARING STREAM (6)

STATEMENT ALASTAIR SEYB - SUBMITTER #812

Submitter

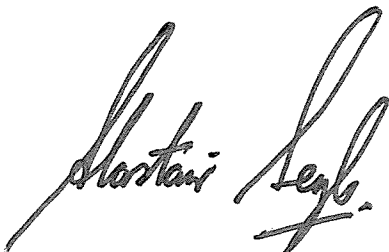
1. My name is Alastair Morgan Seyb. I am a Registered Surveyor, Dip Surv. (Otago) 1970, MNZIS with 45 years of professional practice experience. Previously I was a director of Truebridge Callender Beach Ltd from 1975 - 2007 when the 90 year old business was sold to Cardno Ltd an Australian listed company. Truebridge Callender Beach was a land based professional services firm of surveyors, engineers and planners plus support staff totalling up to 140 people. At times similar numbers of staff were employed overseas.

2. My main areas of practice have been on large scale, master planned housing projects including:-
 - Resident Director for 3.5 years on 21km² major mass earthworks new town, settled population 16,000, Brunei, North Borneo;
 - Director responsible for full consulting team at Whitby Project, Porirua City 1992 - 2009, settled population 8,000;
 - Director responsible for full consulting team for Lansdale Development Ltd (ex Carter Holt). Projects in five Territorial Authorities, over 500 lots completed, 1992 - 2009.
 - Director responsible for rationalisation of 4,000 Housing New Zealand properties nation wide;
 - Director reporting on Crown Health surplus land for disposal nation wide - Auckland to Hokitika.
 - Director reporting on finance companies failed development projects spread from Hamilton to Wellington. Reporting to various entities including accountants, directors, potential purchasers, land agents and established clients.



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|---|---|--|---|
| <p>Land District: Otago</p> <p>Digitally Generated Plan Generated on: 22/07/2016 11:43pm Page 11 of 13</p> | <p>Lots 1 to 5 being a subdivision of Lot 7 DP 12562</p> | <p>Surveyor: Kim Marie Botting Firm: Paterson Pitts Partners (Wanaka) Ltc Survey Date: 8/07/2016</p> | <p>CSD Plan LT 499443 DRAFT</p> |
|---|---|--|---|

3. Currently, I am running a number of small housing and rural projects as an investor, professional trustee, located between central North Island, Greater Wellington and Queenstown Lakes District. I currently reside 50/50 between Wellington and Wanaka. While in Wanaka I reside on the site being considered today.
4. On this occasion I am speaking as a land owner of the subject site. I note the Minute issued by the Chairman stating that all written submissions are to be taken as read.
5. Planning matters have been covered by Duncan White. Expanding further on paragraph 3:10 of Mr White's evidence of work carried out under RM 160157.
6. **RM160157** completed earthworks from the rear of the site to Aubrey Road frontage. Three lots have been created (lots 1,2 & 3) with the balance amalgamated Lots 4 & 5 held by LIM for further development. Council issued a Sec 224c RMA certificate 10 October 2016. Plan LT 499443 is attached. All work carried out under RM160157 is entirely consistent with Submission #812.
7. **Land Covenant** on Lots 1,2 & 3. These three lots have all been sold subject to a restrictive land covenant attached. Significant items in this document include :-
 - No further objection to any planning matters what so ever.
 - LIM can elect to legalise private way (RoW 'A' & 'B') as road without involvement of Lots 2 & 3 (other than signing of documents).
8. Adjoining Owners to west and south. Both these neighbours have given written consent to the proposals presented today and are attached to Submission #812.
9. Adjoining owners to east are on Lot 1 DP 303293 and Lot 5 DP 303293. The houses for Lot 1 DP 303293 are both located close to Aubrey Road adjacent to 0.4ha, Lot 1 LT 499443. The house on Lot 5 DP 303293 is located adjacent to Lots 5 LT 499443. In summary both neighbours to the east are not adjacent to Lot 4 LT 499443.
10. **Reverse sensitivity issues.** The combined effect of paragraphs 6 - 9 above is that all reverse sensitivity issues have been removed by either written approval, contracted land covenants or by existing house locations.
11. **Site Visit**
As stated in original Submission #812 the central and rear land (Lots 4 & 5) LT 499443) can not be viewed readily from Aubrey Road. Accordingly we respectfully suggest a site visit is appropriate to view the matters raised here today.



Alastair Seyb
12 October 2016

5(a)
(b)
(c)

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

Grantor

LAND AND INFRASTRUCTURE MANAGEMENT LIMITED

Grantee

LAND AND INFRASTRUCTURE MANAGEMENT LIMITED

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 |
|--|------------------------|-------------------------------------|-------------------------------------|
| Land Covenant | DP 499443 | 741288, 741289, 741290 | 741291 |

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

Continued

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

Delete phrases in [] and inset memorandum number as required

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five to the Property Law Act 2007

The implied rights and powers are hereby **[varied]** **[negatived]** **[added to]** or **[substituted]** by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[and/or the provisions set out in this Annexure Schedule]

Continued in additional Annexure Schedule, if required

Covenant provisions

Delete phrases in [] and inset memorandum number as 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]

[and/or the provisions set out in this Annexure Schedule]

Continue in additional Annexure Schedule, if required

*Insert instrument type***Covenant***Continue in additional Annexure Schedule, if required*

The Grantor hereby covenants with the Grantee in respect of the Servient Tenement that it will at all times observe and perform all the covenants and obligations in Schedule A to the intent that the Servient Tenement is subject to the burden of the covenants contained in Schedule A for the benefit of the Dominant Tenements so that the covenants run with the Servient Tenement for the benefit of each of the Dominant Tenement.

SCHEDULE A**Subdivision and Further Development**

1. The Grantor acknowledges and accepts that the Dominant Tenement is intended for further development and the Grantee will have the right to develop the Dominant Tenement in such manner as they may in their sole discretion determine.
2. The Grantee shall inform the Grantor of any planning or land use application for the development of the Dominant Tenement before making such application to the relevant territorial authority.
3. The Grantor shall not:
 - (a) Object to the development of the Dominant Tenement including the way in which the Dominant Tenement is further subdivided;
 - (b) Object as an affected party, or be a party to or provide any assistance to any objection, to any matters arising in relation to the subdivision or development of the Dominant Tenement or any part of the Dominant Tenement;
 - (c) Make any claim or demand, take any action or proceedings, be a party to, allow or permit any action or proceedings, or procure any other party to take any action or to issue any proceedings, claiming any damage or nuisance of any nature directly or indirectly arising out of the subdivision or development of the Dominant Tenement;
 - (d) Make or lodge, be party to, finance or contribute to the cost of, or procure any other party to make or lodge, any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed and intended to:
 - (i) Limit, prohibit or restrict the continuation by a Grantee of the subdivision or development; or
 - (ii) Require a Grantee to undertake any work to mitigate the effects of noise, light, odour or any other emissions or any other mitigation work whatsoever in respect of the subdivision or development; or
 - (iii) Require a Grantee to pay any monies by way of compensation to the Grantor as a consequence of the Grantee conducting the subdivision or development.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

4. If requested by a Grantee, the Grantor will sign any consent that the Grantee (or such other party as the Grantee may nominate) may require for the subdivision or development of the Dominant Tenement or any part of the Dominant Tenement.

Right of Way

5. The Grantee reserves the right at any time to have the right of way or any part thereof designated or declared as road, or to relocate the right of way, and the Grantor acknowledges the Grantee's right to do so.
6. In the event that the Grantee proposes that a designated area is to be road the Grantor agrees to and will consent to the designated area becoming road pursuant to section 114 of the Public Works Act 1981 or pursuant to any other legislation in existence at the date of the execution of this instrument, any amending legislation, and any other legislation passed after the date of the execution of this instrument.
7. Any relocation of the right of way shall not provide less favourable access to the Servient Tenement.
8. The Grantor will execute any documents that a Grantee requires to be executed in order for:
 - (a) A designated area to become road which includes but is not limited to a surrender of the covenants set out in this instrument over the designated area; and/or
 - (b) The right of way to be relocated.
9. The Grantor irrevocably appoints the Grantee to be the Grantor's attorney to execute any document and to do all things necessary to give effect to the provisions set out in Clauses 5 to 8 above.
10. Nothing in this instrument shall require the Grantee to take any action so that the right of way or any part thereof becomes road or is relocated.
11. For the purposes of Clauses 5 to 10 above:
 - (a) "designated area" means the part of the right of way being designated, declared or vested as road or all of the right of way if all of it is being designated or declared road;
 - (b) "right of way" means the easement shown marked "A" and "B" on Deposited Plan 499443.

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

- (c) "road" means a road as defined in section 2 of the Government Roding Powers Act 1989, section 315 of the Local Government Act 1974, sections 2 or 43 of the Transit New Zealand Act 1989, or in any other legislation in existence at the date of the execution of this instrument, any amending legislation, and any other legislation passed after the date of execution of this instrument, including any definition in such legislation having the same effect as a definition of "road" in terms of this Clause 11(c).

12. Any reference in this instrument to "Grantor" or "Grantee" shall include respective successors, substitutes and assigns.

Restrictive Covenant

13. The grantor and grantee covenant as follows:

- (a) No dwelling, building or other structure (hereinafter called "the improvements") shall be commenced, or erected on any of the Lots (being the servient tenement computer register) except where:
- (i) Plans and specifications for the improvements have been submitted to Land and Infrastructure Management Limited or their nominee, and
 - (ii) The consent in writing of Land and Infrastructure Management Limited or their nominee is obtained to such plans and specifications and situation of the improvements on the Lot concerned prior to the commencement of the improvements, and
 - (iii) The improvements are constructed, erected and situated in accordance with the written consent given in 13(a)(i) above.
- (b) Once consent under clause 13(a)(i) above has been given in respect of any Lot and the improvements have been constructed and sited on that Lot in accordance with the consent then this restrictive covenant shall be extinguished in relation to that Lot to the intent that thereafter the covenant in clause 13(a)(i) need not be complied with in respect of any alteration to the improvements or any further dwelling buildings or structures erected on the Lot concerned.
- (c) The Purchaser of any Lot shall not erect or place upon that Lot any buildings other than, nor at any time use any building on that land otherwise than as:
- (i) A dwelling house consisting of a single household unit; and
 - (ii) The usual out buildings appurtenant to a dwelling house including a tennis court.

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

Grantor

LAND AND INFRASTRUCTURE MANAGEMENT LIMITED

Grantee

Lynden Andrew CLEUGH, Zita Mary CLEUGH and Jeffrey Lawrence CLEUGH

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; profit or covenant | Shown (plan reference) | Servient Tenement Computer Register | Dominant Tenement Computer Register |
|---|------------------------|-------------------------------------|-------------------------------------|
| Land Covenant | C & D on DP 499443 | Lot 5 DP 499443 Part CT 741291 | CT OT18B/176 |

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

Continued

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

Delete phrases in [] and inset memorandum number as required

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The implied rights and powers are hereby **[varied]** **[negatived]** **[added to]** or **[substituted]** by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[and/or the provisions set out in this Annexure Schedule]

Continued in additional Annexure Schedule, if required

Covenant provisions

Delete phrases in [] and inset memorandum number as 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]

[and/or the provisions set out in this Annexure Schedule]

Continue in additional Annexure Schedule, if required

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

The Grantor hereby covenants with the Grantee in respect of the servient tenement not to erect or permit to erect any building requiring building consent (as that term is defined by the Building Act 2004 or legislation passed in substitution) in the area shown as C and D on DP 499443.