

**BEFORE THE HEARINGS PANEL
FOR THE QUEENSTOWN LAKES PROPOSED DISTRICT PLAN**

IN THE MATTER of the Resource
Management Act 1991

AND

IN THE MATTER of Hearing Stream 18 –
Stage 3 and 3b
Proposed District Plan

**REPLY OF ROSALIND MARY DEVLIN
ON BEHALF OF QUEENSTOWN LAKES DISTRICT COUNCIL**

**PLANNING: SETTLEMENT AND LOWER DENSITY SUBURBAN RESIDENTIAL
ZONES – MAPPING**

4 September 2020

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1. INTRODUCTION

- 1.1 My name is Rosalind Mary Devlin. I prepared the section 42A report¹ (**s42A**) and a statement of rebuttal² for rezoning submissions and further submissions received on the Settlement Zone (**SETZ**) and Lower Density Suburban Residential Zone (**LDSR**), notified as part of Stages 3 and 3b of the Proposed District Plan (**PDP**) and filed in Hearing Stream 18. My qualifications and experience are set out in my s42A.
- 1.2 I attended the hearing on 2-3 and 30 July 2020, have reviewed the evidence filed by other expert witnesses on behalf of submitters, and have been provided with reports of what has taken place at the hearing where relevant to my evidence.
- 1.3 Except where stated below and reflected in the recommended revised maps and text attached at **Appendix A** and **B**, I maintain the position and recommendations set out in my s42A.
- 1.4 This reply evidence covers the following issues:
- (a) The impact of the National Policy Statement on Urban Development 2020 (**NPS-UD**) on my rezoning recommendations;
 - (b) Extensions to the Commercial Precinct within the Glenorchy SETZ;
 - (c) The location of the Bible Face Building Restriction Area on the southern edge of the Glenorchy SETZ;
 - (d) Extensions to the Commercial Precinct within the Cardrona SETZ;
 - (e) The proposed rule to accompany a LDSR extension in Albert Town;
 - (f) Rezoning of the Kingston Flyer railway corridor and other land.

1 Dated 18 March 2020.

2 Dated 12 June 2020.

1.5 The following are attached to my reply evidence:

- (a) **Appendix A:** Recommended Provisions – Chapter 7;
- (b) **Appendix B:** Recommended changes to mapping;
- (c) **Appendix C:** Final recommendations on submissions;
- (d) **Appendix D:** Wyuna Covenant.

2. IMPACT OF THE NPS-UD ON REZONING RECOMMENDATIONS

2.1 I have read the Council’s memorandum dated 31 July and have considered the objectives and policies of the NPS-UD as they relate to the SETZ, LDSR and rezoning submissions.

2.2 My understanding is that Albert Town, Luggate, and Hāwea are part of the Wanaka Urban Environment, and that Cardrona, Glenorchy and Kingston are not part of an Urban Environment for the purposes of the NPS-UD³. I therefore consider the NPS-UD has no relevance to rezoning requests for land within or adjacent to the Cardrona, Glenorchy and Kingston SETZ.

2.3 The majority of rezoning requests that I have assessed relate to land already contained within a notified urban zone and Urban Environment (e.g. a Visitor Accommodation Sub-Zone (**VASZ**) extension). In the high level context of the NPS-UD, I consider those rezoning requests will contribute to well-functioning urban environments (with the minimum criteria for a well-functioning urban environment set out in Policy 1) that can respond to the diverse and changing needs of people, communities, and future generations⁴. Policy 1 provides:

Planning decisions contribute to well-functioning urban environments, which are urban environments, that, as a minimum:

- (a) *Have or enable a variety of homes that:*
 - i. *Meet the needs, in terms of the type, price and location of different households*
 - ii. *Enable Maori to express their cultural traditions and norms.*

3 Statement of Evidence of Craig Barr on behalf of Queenstown Lakes District Council, Strategic Overview for all of Stage 3, 18 March 2020, paras 6.7-6.8.

4 National Policy Statement on Urban Development 2020 Objectives 1 and 4.

- (b) *Have or enable a variety of sites that are suitable for different business sectors in terms of location and site size; and*
- (c) *Have good accessibility for all people between housing, jobs, community, natural spaces, and open spaces, including by way of public or active transport; and*
- (d) *Support, and limit as much as possible adverse impacts on, the competitive operation of land and development markets; and*
- (e) *Support reductions in greenhouse gas emissions; and*
- (f) *Are resilient to the likely current and future effects of climate change.*

2.4 I address each rezoning request individually below against relevant parts of the NPS-UD.

2.5 For the Southern Ventures Property Ltd (**3190**) submission on the edge of Albert Town, I consider that this land assists in achieving a well-functioning environment for the following reasons:

- (a) is a logical extension of the urban environment near a centre zone or area with employment opportunities;
- (b) can be integrated with infrastructure planning;
- (c) may support competitive land and development markets; and
- (d) will contribute to a well-functioning Urban Environment of greater Wanaka⁵.

2.6 I note that the Wanaka Urban Environment has a housing and labour market of at least 10,000 people. In this context (for completeness), I consider that (considering there is no criteria in the Otago RPS to guide what is significant development capacity) the Southern Ventures rezoning request to provide an additional 65 LDSR lots would not add significantly to housing capacity, and therefore does not trigger the 'responsive planning' policies and text in the NPS-UD.

2.7 I consider the rezoning sought by Bruce and Diane Carvell (**3050**) would not read as a logical extension of Albert Town, as it is physically separated by the Albert Town-Lake Hāwea Road; would generally be out of character with the surrounding area by resulting in a 'spot zone'; and would not contribute to a well-functioning Urban

⁵ National Policy Statement on Urban Development 2020 Objectives 1, 2, 3, 4, 6, Policy 8.

Environment⁶. I consider this rezoning request to be inconsistent with the NPS-UD and I have recommended that it be rejected.

2.8 Daniel Martin (**3259**) sought land on Grandview Road, Hāwea, to be rezoned from Large Lot Residential A (with a minimum lot size of 2,000m²) to an unspecified residential zone with a minimum lot size of 1,000m². My earlier recommendations were to reject this rezoning request. Hāwea has a range of neighbourhoods and residential zonings that enable a variety of homes that meet the needs, in terms of type, price, and location, of different households⁷. I consider the current zoning in the Grandview Road location will contribute to a well-functioning Urban Environment in Hāwea⁸. However, the rezoning request is not supported by evidence that it can be integrated with infrastructure planning and funding decisions⁹. Overall, I consider the rezoning request to be inconsistent with the NPS-UD.

2.9 Quartz Commercial Group Ltd (**3328**) requested that the VASZ be extended to apply to the entirety of the property. I consider that this request:

- (a) is a logical extension of the VASZ on a site that is suitable for the visitor business sector;
- (b) would provide for visitor accommodation in a location where it has been historically provided to meet the District's needs;
- (c) is located within an Urban Growth Boundary and is integrated with infrastructure planning; and
- (d) will contribute to a well-functioning Urban Environment of greater Wanaka¹⁰.

2.10 As the VASZ sought by Quartz Commercial Group Limited is relatively small in scale, I do not consider that it would add significantly to business land capacity. Overall I consider the rezoning request to be consistent with the NPS-UD and I have recommended that it be accepted.

6 Ibid Policy 1.

7 Ibid Policy 1.

8 Ibid Objective 1.

9 Ibid Objective 6.

10 National Policy Statement on Urban Development 2020 Objectives 1, 3, 4, 6, Policy 1, 2.

2.11 H W Richardson Group (**3285**) sought a Commercial Precinct over their industrial/transport depot within the Luggate SETZ (among other alternative relief). I consider that this request:

- (a) is suitable for different business sectors in terms of location and site size;
- (b) provides for local service and employment functions, while not undermining the role of the Wanaka town centre as a primary focus for the District's economic activity;
- (c) contributes (on a small scale) towards expected demand for business land over the short term, medium term, and long term;
- (d) will contribute to a well-functioning Urban Environment of greater Wanaka¹¹.

2.12 Overall, I consider that the rezoning request sought by this submitter aligns with the direction in the NPS-UD and I have recommended that it be accepted.

3. GLENORCHY COMMERCIAL PRECINCT EXTENSIONS

Toni and John Glover (3006) and Blackthorn Limited (3339)

3.1 At the Hearing, the Panel questioned the depth of the Commercial Precinct on Mull Street and whether it provides sufficient space for commercial buildings and activities. I agree with the Panel that possibly, it does not. As a result, I have reconsidered my s42A recommendations for extensions to the Commercial Precinct within the Glenorchy SETZ, as sought by submitters Toni and John Glover (the Glovers) and Blackthorn Ltd (Blackthorn).

3.2 I now recommend the planning maps be amended to enable greater depth of Commercial Precinct extension at 1 Benmore Place. This will enable sufficient space for a variety of commercial buildings and activities to potentially be established.

11 National Policy Statement on Urban Development 2020 Objectives 1, 3, 4, 6, Policy 1, 2.

3.3 A depth of approximately 35m is usefully illustrated by the plans provided with resource consent application RM191318, which seeks authorisation for a hotel and commercial buildings on this site (the application is being processed), noting that the RM191318 proposed buildings range from approximately 62m² to 183m² in area, and are positioned within the 4.5m road setback. The area illustrated in red shading on Figure 1 below is approximately 1803m², which at an 80% building coverage, could potentially yield a 1442m² total gross floor area. The recommended area of Commercial Precinct is not dependent on the proposed hotel, but provides an area of appropriate size to enable commercial activities that will be limited in scale to meet the day-to-day needs of residents and visitors and support the local economy¹².

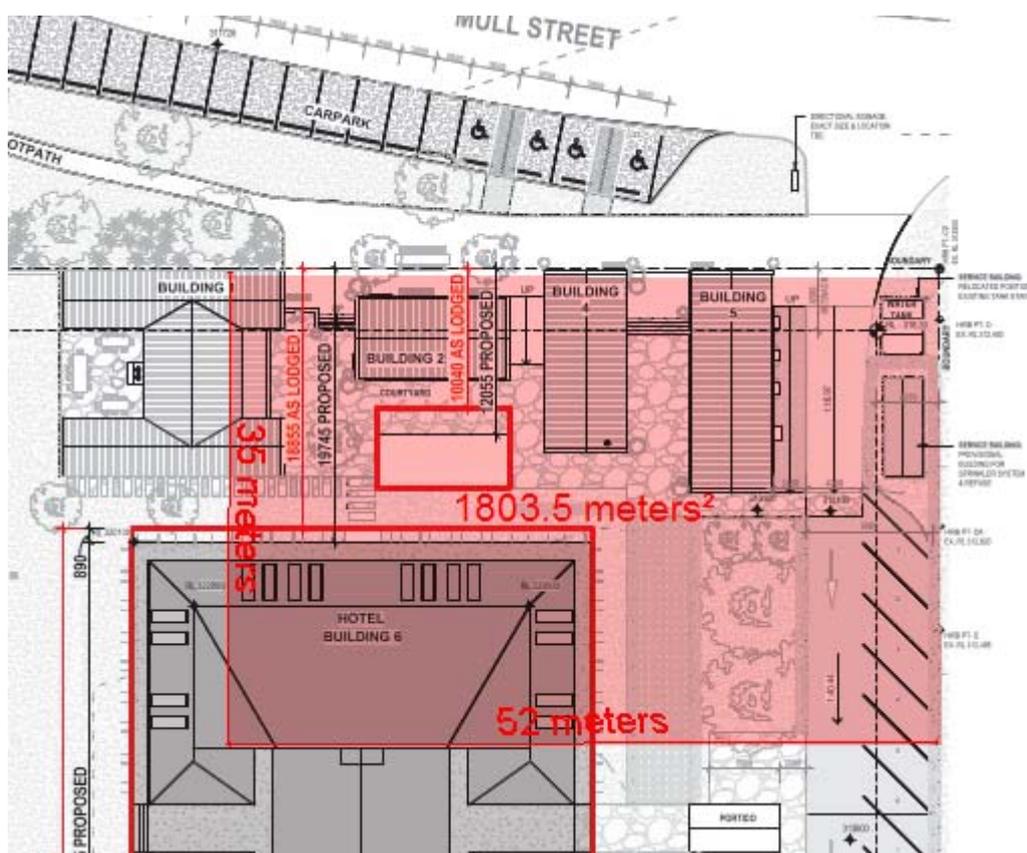


Figure 1: Marked up snip from RM191318 Revised Drawings dated 21.04.2020
Red shading – recommended Commercial Precinct on 1 Benmore Place fronting Mull Street

12 Chapter 20 Objective 20.2.3, Policy 20.2.3.1.

3.4 I note that the recommended planning map appended to my rebuttal evidence (Figure 1 Appendix B) accidentally omitted the small sliver of land next to the Glenorchy Café (Lot 44 DP 8985), which in my rebuttal evidence I had recommended should be included in an extended Commercial Precinct. I have corrected this, in Figure 2 below:

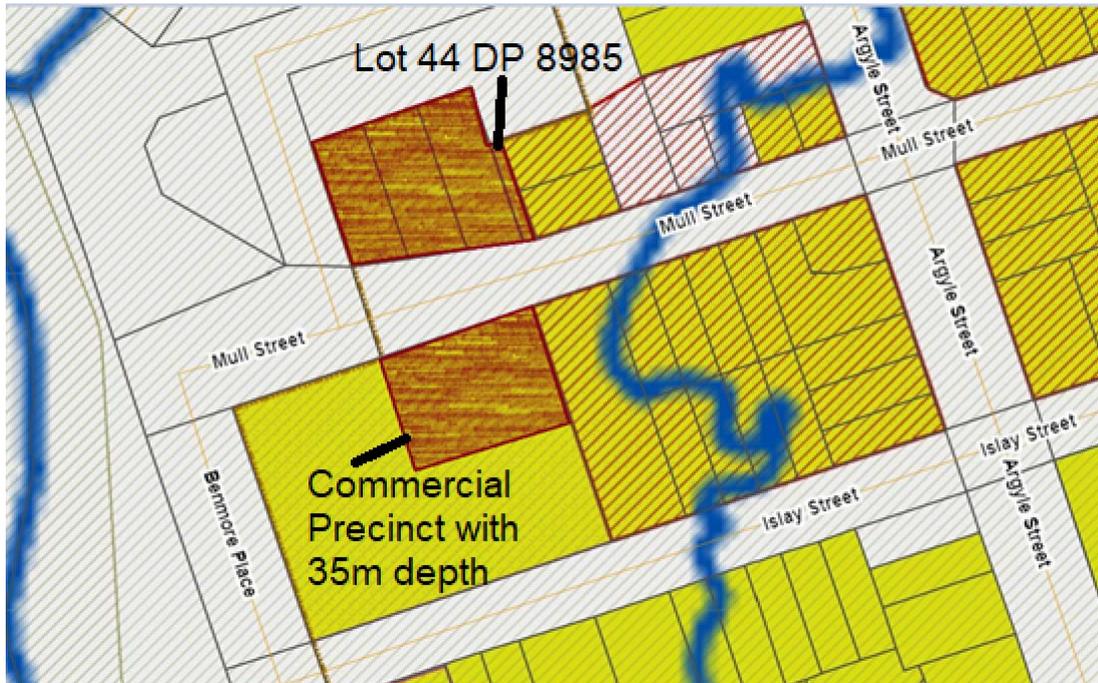


Figure 2: Recommended Commercial Precinct extensions along Mull Street, Glenorchy
Red shading – recommended Commercial Precinct on both sides of lower Mull Street;
Yellow shading – SETZ; Red diagonal lines – notified Commercial Precinct; blue line – Flood Zone

3.5 In reply to the Panel's question about the dimensions and location of the requested Commercial Precinct over the Mrs Woollys site (Pounamu Holdings 2014 Limited, 3307), I can confirm the area sought to be rezoned by the submitter is 8328m². This area includes the front half of the Mrs Woollys site fronting Oban Street, the general store and the land that is currently used for a temporary camp ground. With the site-specific building coverage rule of 12%¹³, this site could yield approximately 999m² total gross floor area for commercial activities. For the reasons discussed at paragraph 4.5 of my rebuttal evidence, I continue to consider that this Commercial

13 Rule 20.5.5.3.

Precinct extension is appropriate and maintain my s42A recommendation, which, for ease of reference is reflected by Figure 3 below:



Figure 3: Recommended (rebuttal 12/06/20) extension of Commercial Precinct in Glenorchy to incorporate part of Lots 1-3 DP 26928

3.6 In summary, I retain the recommendations for extending the Commercial Precinct in Glenorchy as outlined in my rebuttal evidence with the exception to the small change identified at Figure 2 above. In my view, the extensions are consistent with the relevant objectives and policies of the Strategic Direction chapters of the PDP, in providing for small-scale commercial activities within the SETZ, while maintaining the character and amenity values of Cardrona¹⁴. The rezoning extensions will enable efficient and effective use of the land for residential, visitor accommodation and/or commercial purposes (or any appropriate combination of activities).

¹⁴ Strategic Policies 3.2.1.5, 3.3.9, Chapter 20 Policy 20.2.3.1.

4. BIBLE FACE BUILDING RESTRICTION AREA – GLENORCHY SETZ

4.1 The Panel queried the differences in shape of the Bible Face Building Restriction Area (BRA) on the Operative District Plan (ODP) and PDP planning maps, and in particular, whether the top right section of the BRA should be amended.

4.2 ODP Planning Map 25b (as shown in Figure 4 below) shows the BRA over Rural General zoned land, largely following the boundary with the Township Zone, with a shortened western edge towards unformed legal road. There is a 'triangle' of Rural General zoned land between the BRA and the Township Zone at the western end:

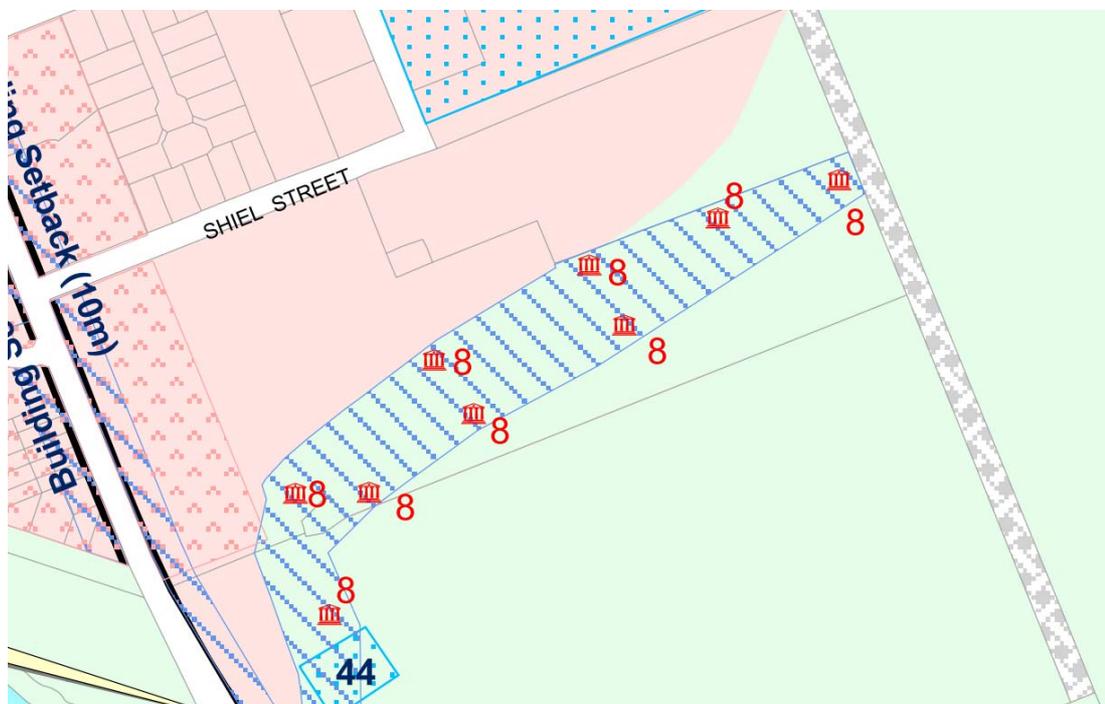


Figure 4: Snip from ODP Planning Map 25b Pink – ODP Township Zone; Blue dashed lines – ODP Bible Face BRA (red '8' indicates historic features); green – ODP Rural General Zone; blue square with '44' – water storage tanks designation

4.3 The shape of the BRA was amended through Stage 1 of the PDP to encompass all of the Rural zoned land within the 'triangle'. In addition, the BRA no longer follows the zone boundary rather it now partly overlays non-Rural land notified as SETZ in Stage 3 – these changes are demonstrated in Figure 5 below:

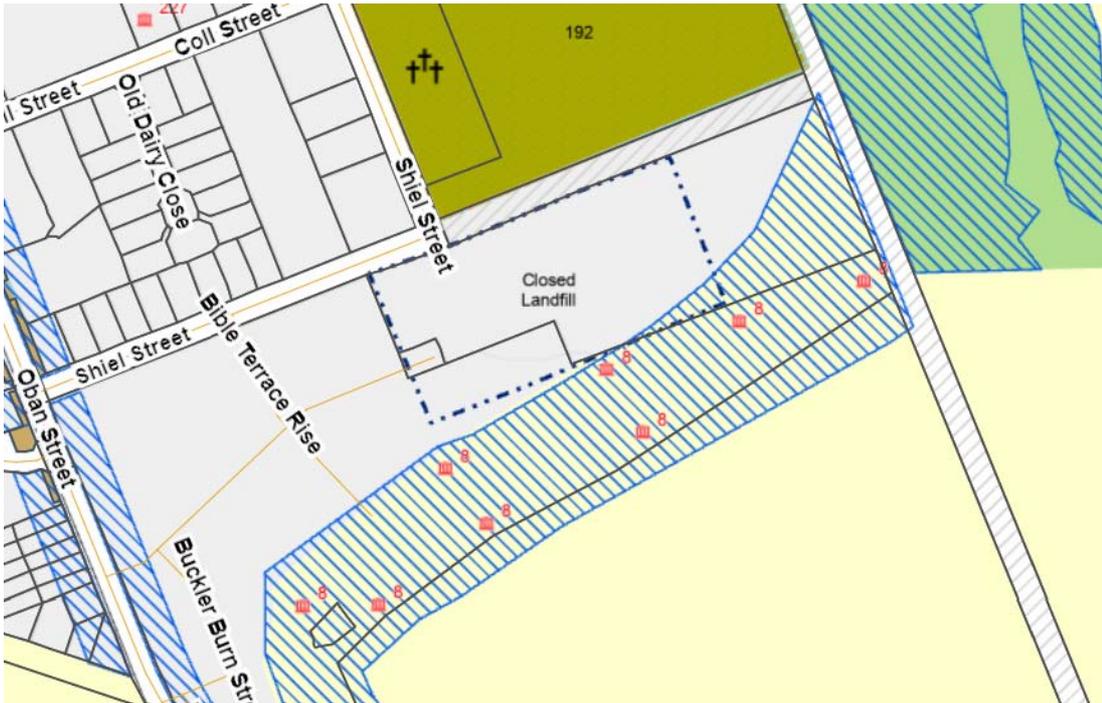


Figure 5: Snip from PDP Stage 1 GIS map

Blue diagonal lines – BRA; grey – unzoned (ODP Township Zone); yellow – Rural Zone

- 4.4** As the Panel observed at the Hearing, the PDP BRA shape and overlapping zone boundary largely matches the ODP Plan Change 5b documents, shown on Figure 9 below:

ODP Plan Change 5b Bible Face S32



Figure 9 S32 for PC5b recommended mapping – Bible Terrace, Glenorchy

Blue – Bible Face BRA; pink – ODP Township, green - Rural General

Snip of PC5b S32 dated August 2001 updated February 2005

Snip taken 05/03/2020

- 4.5** The PDP BRA shape (Figure 5) does not match the covenant that referred to within submission 3310 (Glenorchy Trustee Ltd) and attached to this reply as **Appendix D**:

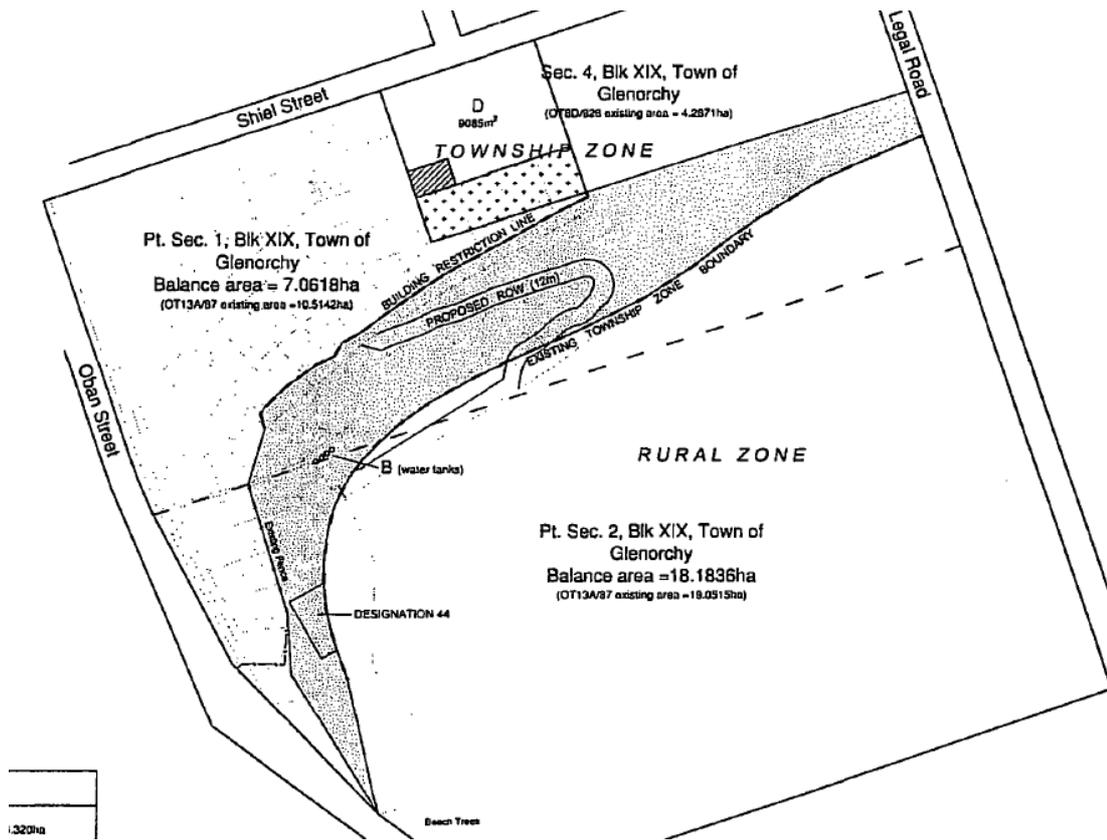


Figure 6: Snip from Wyuna Covenant dated 1 March 2006
 Grey shaded area – Bible Face BRA as shown on the covenant

- 4.6 Having looked closer at these matters, it is apparent that the toe of the Bible Face follows the 330masl contour on the PDP GIS maps (Stages 1 and 2). This is illustrated on the maps below at Figure 7 and 8 that also include an approved residential subdivision within the SETZ, for reference (RM171428; under construction):

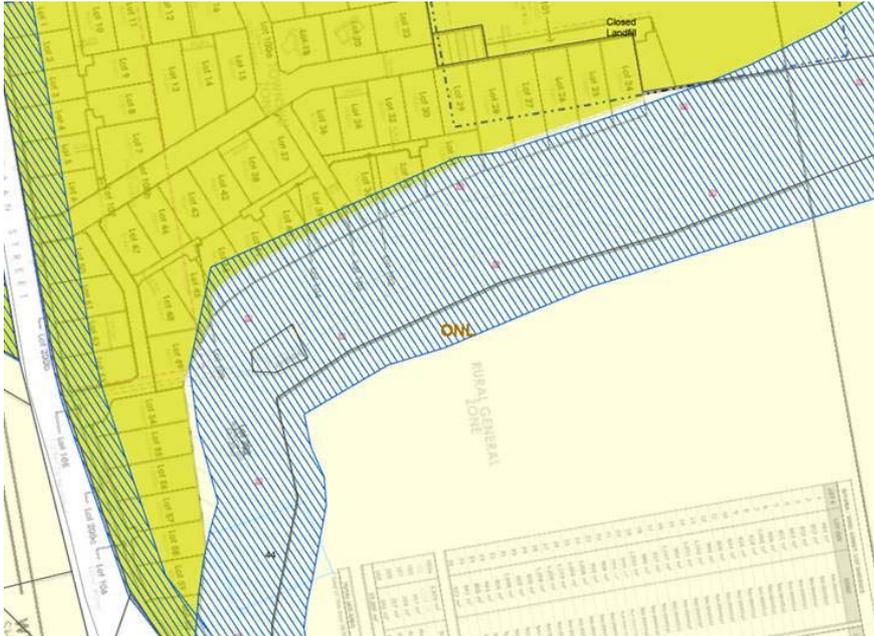


Figure 7: Snip from PDP GIS with RM171428 subdivision overlay
BRA blue dashed lines, SETZ in yellow

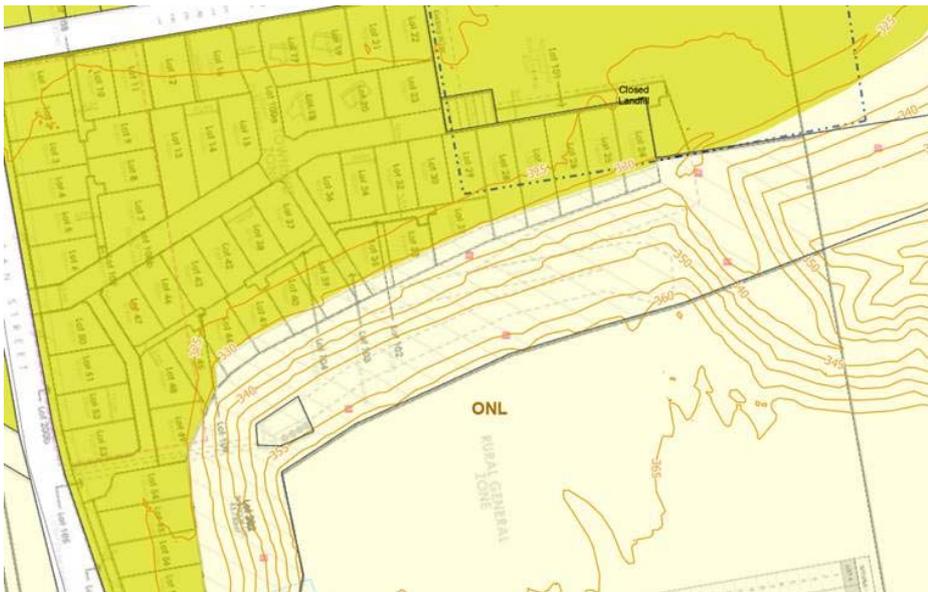


Figure 8: Snip from PDP GIS with topographic overlay
Topographic overlay showing 330masl contour along the SETZ (yellow) boundary

- 4.7** I am of the view that the BRA boundary should be amended to follow the toe of the Bible Face and 330masl contour, which would exclude the SETZ and realign the boundary with the underlying zones.
- 4.8** The triangle of Rural zoned land is owned by the Council and is partly subject to a contaminated site notation for a closed landfill. I consider

this land is not likely to be of interest to the covenant parties ('Wyuna') or the submitter. I note that the covenant refers to residential subdivision consent RM020731, which has lapsed and been superseded by RM171428, referred to above. The covenant states that:

The Glenorchy Community wishes that the Bible Terrace face to be maintained free of visual impact. That principle underpins and is applied in the terms of this agreement¹⁵.

- 4.9** Therefore, I consider the BRA boundary should be slightly realigned to exclude the SETZ and match the 330masl contour. I consider that the BRA zone boundary should match the covenant, but not the overall shape, for the reasons outlined above. I recommend the following amendment (Figure 10)

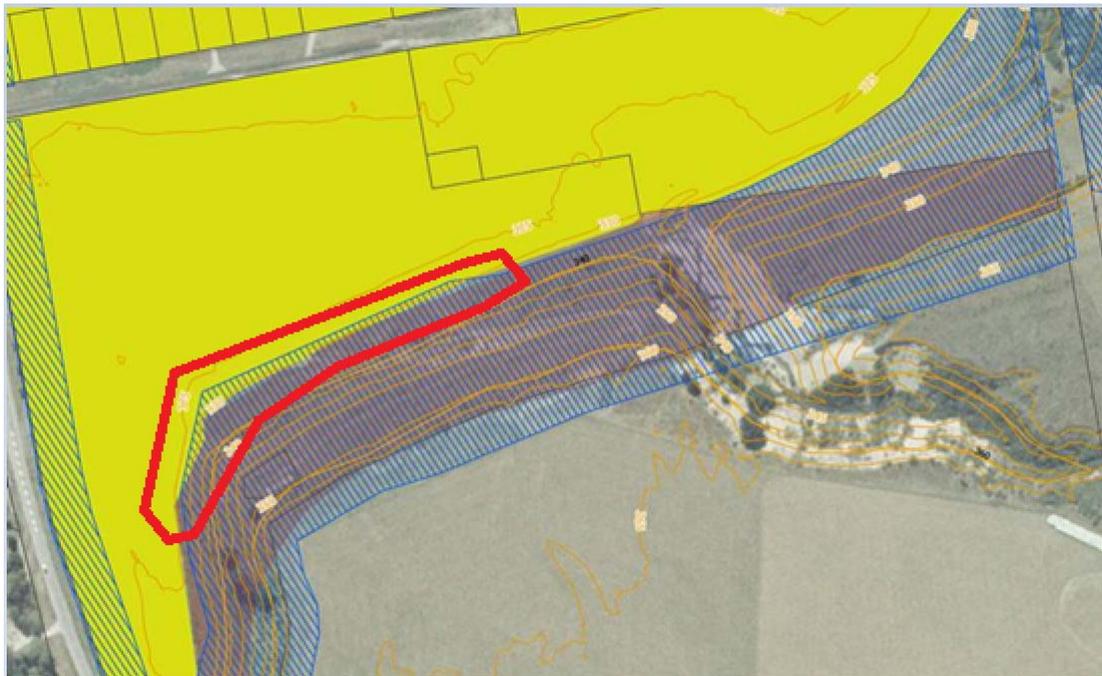


Figure 10: Recommended amendment to the boundary of the Bible Face BRA located on the southern edge of Glenorchy SETZ

Blue lines – PDP Stage 1 BRA; yellow – PDP Stage 3 SETZ; purple – covenant BRA; area circled in red – area of BRA boundary to be amended to exclude SETZ and to follow 330masl contour

¹⁵ Covenant Agreement between QLDC and Wyuna, 1 March 2006, para D.

4.10 Regarding the top of the BRA and the issue of it not matching the covenant shape where it meets the Bible Face – I make no recommendations. This land is zoned Rural through Stage 1 PDP and within an Outstanding Natural Landscape. This section of the BRA is not within scope of Stage 3.

4.11 I therefore retain my s42A recommendation that relief 3310.6 should be accepted in part, as reflected in **Appendix B**.

5. CARDRONA COMMERCIAL PRECINCT EXTENSIONS

Cardrona Village Limited (31019)

5.1 The submitter presented further evidence at the hearing. On review of this evidence, and further review of the Cardrona Village Character Guideline 2012 (**guideline**), I have reconsidered my s42A and rebuttal recommendation in relation to the submitter's requested extension to the Commercial Precinct along Soho Street, Cardrona.

5.2 I had originally considered the guideline to be very firm in focussing commercial activity along the Cardrona Valley Road, and to an extent, the guideline does promote this by stating "*commercial and retail development is focussed on the linear strip of the highway...*"¹⁶

5.3 However, I consider the guideline should be viewed as aspirational, and should be responsive to the changing needs of the Cardrona community. The submitter noted that:

*The content of the Guidelines is therefore now essentially 10 years old and does not reflect the natural and built (including the unimplemented resource consents that have not yet expired) character of the village that has evolved over the last 10 years. Nor does the Guideline reflect the current and evolving urban design, architecture and landscape expertise that has seen updates in the approach to development proposals for locations such as at Cardrona.*¹⁷

¹⁶ Cardrona Village Character Guideline, p5.

¹⁷ Submission 31019 Cardrona Village Ltd, para 56.

5.4 To an extent I agree with this position. Of relevance, I note that the PDP has established a larger SETZ than the ODP Rural Visitor Zone, and a larger Commercial Precinct than had been suggested by the guideline, as illustrated below at Figure 11:

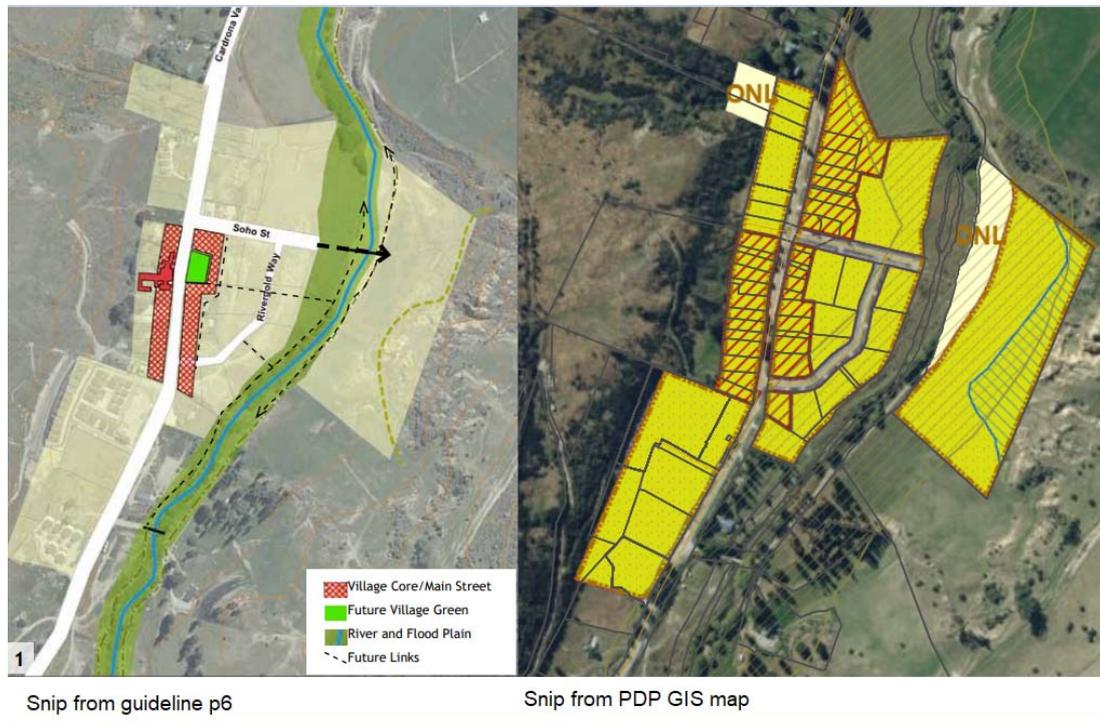


Figure 11: Snips from guideline and PDP Stage 3 map
 Yellow – SETZ; red dashed lines – Commercial Precinct

5.5 I have reassessed the guideline in this light, and I now consider that it does not explicitly prohibit or prevent commercial activities elsewhere in the village, as I had previously concluded. On the contrary, the guideline promotes integrating “this small alpine valley river into the village fabric”¹⁸ and includes a sketch that appears to show commercial activities fronting the river (refer Figure 12):

¹⁸ Cardrona Village Character Guideline, p7.



Figure 12: Snip from Cardrona Village Character Guideline page 7

- 5.6** I am now of the view that a Commercial Precinct extension along Soho Street may be appropriate. I have formed this view regardless of any resource consents that the submitter may or may not obtain for development on their land. A Commercial Precinct extension would contribute to the aspirations of the guideline in connecting the existing built environment of Cardrona with the river.
- 5.7** The extension along Soho Street towards the river would be walkable from the notified Commercial Precinct along the Cardrona Valley Road. Soho Street is approximately 160m long, with the end nearest the river being approximately 240m from the Cardrona Hotel. The extension would be within a 400m walkable catchment from most of the village and would be integrated with the existing Commercial Precinct, functioning as one commercial area.
- 5.8** As such, the extension would be in general accordance with the guideline, which seeks a vibrant and compact retail frontage¹⁹. The extension would not strictly meet the guideline where it states that “commercial development should therefore be concentrated on the straight stretch of the road either side of the Hotel and around the envisaged village green²⁰.” As noted above, however, I consider the

¹⁹ Ibid at p6.

²⁰ Ibid at p6.

guideline does not 'prohibit' commercial activities elsewhere, and somewhat ambiguously illustrates restaurants or cafes fronting the river.

- 5.9** There is no economic evidence supporting the submission. If the economic evidence for the Glenorchy Commercial Precinct at Mrs Woollys could be applied to the Cardrona context, then it is possible the development along the Soho Street extension may similarly complement and strengthen development along the Cardrona Valley Road²¹.
- 5.10** I estimate a Commercial Precinct extension along Soho Street (as illustrated below) to be approximately 6520m² in total area. Based on building coverage of 80% under Rule 20.5.5.1 this could yield approximately 5216m² for commercial buildings. I consider the Commercial Precinct extension, comprising three areas split by Soho Street and Rivergold Way, is of an appropriate size to enable commercial activities that will be limited in scale, provide for local and visitor convenience, and support the local economy²².
- 5.11** I note that the extension would not be directly adjacent to the Cardrona River as the river has moved further east. The extension would be separated from the river by approximately 40m over the submitter's land swap rezoning request (relief 31019.2 and 31019.3), which I have previously recommended²³ rejecting based on flooding uncertainty.
- 5.12** I consider that extending the Commercial Precinct as sought, would be consistent with the relevant objectives and policies of the Strategic Direction chapters of the PDP, in providing for small-scale commercial activities within the SETZ, while maintaining the character and amenity values of Cardrona²⁴. The rezoning, if granted, will enable efficient and effective use of the land for residential, visitor accommodation and/or commercial purposes (or any appropriate combination of activities).

21 Statement of Evidence of Fraser Colegrave on behalf of Pounamu Holdings 2014 Limited, para 61.

22 Chapter 20 Objective 20.2.3.

23 Refer to section 14 of my s42A.

24 Strategic Policies 3.2.1.5, 3.3.9, Chapter 20 Policy 20.2.3.1.

5.13 In summary, I recommend that relief 31019.5 - that the land within Lots 7, 16 and 17 DP 440230 and Lot 4 DP 507227 located 30 metres from the boundary with Soho Street be included within the Commercial Precinct, be accepted.

6. ALBERT TOWN REZONING

6.1 At the hearing, the Panel questioned the drafting of the recommended rule relating to raising the submitter’s land prior to development for residential activities. In response to those questions, and considering the evidence presented at the hearing by submitter Southern Ventures Property Ltd (**3190**), I have reconsidered the drafting of rule 7.5.20, as recommended in my rebuttal.

6.2 Mr Scott Edgar presented planning evidence at the hearing, including the wording of the rule for flood mitigation works. Mr Edgar provided alternative wording to achieve the desired outcome while avoiding uncertainty about maintenance of the batter slope. I largely concur with Mr Edgar’s proposed drafting, and I also recommend the rule be specific to this land so that it does not apply to all of Templeton Street in Albert Town. I therefore recommend the rule be simplified, site-specific, and a standard (rather than an activity rule), as follows (changes show in **red underline**):

	<i>Standards for activities in the Lower Density Suburban Residential Zone</i>	<i>Non-Compliance Status</i>
<u>7.5.X</u>	<p><u>Residential Units - Templeton Street (Lot 1 DP 27171, SO 2440)</u></p> <p><u>The construction of residential units on land subject to the earthworks shown on the plan contained in Appendix 7.7 prior to:</u></p> <p><u>a. the completion of those earthworks in accordance with the fill area and minimum finished ground levels as shown in Appendix 7.7; and</u></p> <p><u>b. the top soiling and establishment of permanent vegetation cover on the outer batter (facing the Cardrona River); and</u></p> <p><u>c. the establishment of a legal mechanism to protect in</u></p>	<u>NC</u>

	<p><u>perpetuity the finished fill levels and outer batter (including vegetative cover) from interference, removal or damage.</u></p>	
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7. KINGSTON LIFESTYLE PROPERTIES LTD (3297)

- 7.1** I have reviewed the submitter's evidence presented at the hearing (30 July 2020) and after the hearing for a requested Kingston Flyer Sub-Zone and associated provisions (6 August 2020).
- 7.2** For completeness, I note that (at the date of this reply) the submitter's Certificate of Compliance application (RM200314) to operate the Kingston Flyer on a non-commercial basis as a permitted activity is on hold, possibly pending an Environment Court declaration.
- 7.3** I maintain my recommendation that the land parcels should be rezoned (or not) as set out in my s42A. I also retain my suggestion that the Kingston Flyer owner could apply to become a requiring authority, as the Taieri Gorge Railway Limited did, being a similar tourist train operation (pre-Covid-19). It is my understanding that to qualify as a requiring authority, a network utility operator does not have to be part of a transport network (e.g. KiwiRail, New Zealand Transport Agency). In the alternative, I consider the SETZ and Rural Zone provide a consenting pathway for the Kingston Flyer to be re-established.



Rosalind Devlin

4 September 2020

APPENDIX A
RECOMMENDED REVISED PROVISIONS – CHAPTER 7

APPENDIX A
RECOMMENDED PROVISIONS – CHAPTERS 7

Key:

Recommended changes to chapter as included as Appendix A to Right of Reply, dated 4 September 2020, are shown in purple underlined.

7.5 Rules - Standards

	Standards for activities located in the Lower Density Suburban Residential Zone	Non-compliance status
<u>7.5.X</u>	<p><u>Residential Units - Templeton Street (Lot 1 DP 27171, SO 2440)</u></p> <p><u>The construction of residential units on land subject to the earthworks shown on the plan contained in Appendix 7.7 prior to:</u></p> <ul style="list-style-type: none"> a. <u>the completion of those earthworks in accordance with the fill area and minimum finished ground levels as shown in Appendix 7.7; and</u> b. <u>the top soiling and establishment of permanent vegetation cover on the outer batter (facing the Cardrona River); and</u> c. <u>the establishment of a legal mechanism to protect in perpetuity the finished fill levels and outer batter (including vegetative cover) from interference, removal or damage.</u> 	<u>NC</u>

7.7 Templeton Street Fill Area Plan



APPENDIX B
RECOMMENDED MAPPING

APPENDIX B

RECOMMENDED REZONINGS IN ADDITION TO THOSE RECOMMENDED IN S42A AND REBUTTAL EVIDENCE

1. Extend the Commercial Precinct in Glenorchy to incorporate Lot 36 - 38 DP 8985, Lot 44 DP 8985 and part of Lot 1 DP 12016 located 35 metres from the boundary with Mull Street (John and Toni Glover – 3006; Blackthorn Limited – 3339)

Recommended amendments to zoning – extend the Commercial Precinct in Glenorchy:



Key:
Yellow – Settlement Zone; blue line – Flood Zone; red diagonal lines – Commercial Precinct
Red shading – recommended Commercial Precinct Zone

2. Extend the Commercial Precinct in Cardrona to incorporate Lots 7, 16 and 17 DP 440230 and Lot 4 DP 507227 located 30 metres from the boundary with Soho Street (Cardrona Village Limited – 31019)

Recommended amendments to zoning – extend the Commercial Precinct in Cardrona:



Key:
Yellow – Settlement Zone; red diagonal lines – Commercial Precinct; pale yellow – Rural Zone
Red shading – recommended Commercial Precinct Zone

APPENDIX C

FINAL RECOMMENDATIONS ON SUBMISSIONS

3339	Leckie	Joshua	Blackthorn Limited	3339.1	Support	That the Visitor Accommodation Sub-Zone on the submitter's property as indicated in the submission be retained as notified.	Accept
3339	Leckie	Joshua	Blackthorn Limited	3339.2	Oppose	That the Commercial Precinct be extended over the submitter's property at 1 Benmore Place (Lot 1 DP 12016 BLK I Glenorchy TN) fronting Mull Street and 13, 15 and 19 Mull Street as shown in	Accept in part
3339	Leckie	Joshua	Blackthorn Limited	3339.17	Oppose	That the Visitor Accommodation Sub-Zone be extended over the submitter's property, being proposed Lots 43, 45, and 46 of the subdivision of Lot 1 DP 430468 (as identified at Schedule 1 of	Accept
31019	Grace	Tim	Cardrona Village Ltd	31019.1	Support	That the inclusion of those parts of the submitter's land (Lot 4 DP 507227, Lots 7-17 DP 440230, Lot 1 DP 310692, Section 47 Block I Cardrona SD) at Cardrona within the Settlement Zone and the	Accept
31019	Grace	Tim	Cardrona Village Ltd	31019.2	Oppose	That the land and riverbed that is to be transferred to the Submitter from the Crown and shown on the Scheme Plan attached as Appendix 1 to the submission be included within the Settlement	Reject
31019	Grace	Tim	Cardrona Village Ltd	31019.3	Oppose	That the boundary between the Settlement Zone (and the associated Visitor Accommodation Sub-zone) and the Rural Zone on the land described as Section 47 Block I Cardrona SD be realigned	Reject
31019	Grace	Tim	Cardrona Village Ltd	31019.4	Oppose	That the Outstanding Natural Landscape classification be removed from all the land located within the proposed Settlement Zone at Cardrona.	Accept
31019	Grace	Tim	Cardrona Village Ltd	31019.5	Oppose	That the land within Lots 7, 16 and 17 DP 440230 and Lot 4 DP 507227 located 30 metres from the boundary with Soho Street be included within the Commercial Precinct.	Accept
31027	Lee	Michael and Louise	airey consultants ltd	31027.1	Oppose	That Cardrona is zoned Rural Visitor Zone.	Reject
31027	Lee	Michael and Louise	airey consultants ltd	31027.10	Oppose	That the Cardrona Settlement zone be rejected.	Reject
31027	Lee	Michael and Louise	airey consultants ltd	31027.14	Oppose	That an equivalent amount of land that has been rezoned Rural Zone at the northwestern end of the eastern side of the Cardrona River be added to the western side of the actual river location to balance the Rural Visitor Zone and the Rural areas to those under the current District Plan.	Reject
31027	Lee	Michael and Louise	airey consultants ltd	31027.16	Oppose	That the commercial precinct extent along Soho Street to Rivergold Way or that commercial activities become a restricted discretionary or discretionary activity within the Cardrona	Reject
31036	Butson	Mark		31036.1	Oppose	That the Settlement Zone and Visitor Accommodation Sub-Zone are extended to cover all of Lot 2 DP 411508, with an area of 2.6ha that fronts the western side of Cardrona Valley Road,	Reject
31046	Brown	Judith & Russell		31046.1	Oppose	That 2347 Cardrona Valley Road, Cardrona being Lot 1 DP 26402 with an area of 0.6ha, located on the eastern side of the road approximately 80m south of the intersection with Rivergold Way,	Reject
31046	Brown	Judith & Russell		31046.2	Oppose	That 2347 Cardrona Valley Road, Cardrona being Lot 1 DP 26402 be excluded from the Outstanding Natural Landscape classification.	Reject

APPENDIX D
WYUNA COVENANT

DATED

01 March

2005 2006

Queenstown-Lakes District Council

(QLDC)

PISIDIA HOLDINGS LIMITED and CABO LIMITED

(WYUNA)

AGREEMENT

MACALISTER TODD PHILLIPS BODKINS

Barristers, Solicitors, Notaries
Queenstown/Alexandra

Ph: (03) 442 8110 - Fax: (03) 442 8116

Email: maildesk@mactodd.co.nz

P O Box 653

QUEENSTOWN

D0601006

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J

AGREEMENT

Dated the *1st* day of *March* 2008/6

PARTIES:

- 1) **QUEENSTOWN-LAKES DISTRICT COUNCIL** (hereinafter referred to as QLDC)
- 2) **PISIDIA HOLDINGS LIMITED and CABO LIMITED** (hereinafter referred to as Wyuna)

BACKGROUND

- A** QLDC is the registered proprietor of all that land described as 4.2871 ha being Section 4 Block XIX Town of Glenorchy Certificate of Title OT8D/926 (the Shiel Street Land)
- B** Wyuna is the registered proprietor of all that land described as 29.5658 ha being Part Section 1-2 Block XIX Town of Glenorchy Certificate of Title OT13A/87 formerly part of Wyuna Station (the Wyuna Land).
- C** Part of the Wyuna Land comprises an area of terrace face comprising approximately 4.320 ha hectares which is known as the Bible Terrace face coloured grey on the plan attached
- D** The Glenorchy Community wishes that the Bible Terrace face to be maintained free of visual impact. That principle underpins and is applied in the terms of this agreement. The Queenstown Lakes Partially Operative District Plan shows the face as being that area below the flat upper terrace and the plan makes no reference to other usage. This agreement is not intended to expand the area of the face, nor to include any usage rights, other than as specified herein.
- E** The parties agree that the Bible Terrace face is an important visual amenity to Glenorchy Township and has a number of landscape features worthy of preservation in perpetuity, and that residential development of it is inappropriate.
- F** To ensure the protection and preservation of the Bible Terrace face, Wyuna have agreed to certain restrictive covenants (hereinafter referred to as "the Covenants") being registered against the Wyuna Land,

D0601006



- G Wyuna is currently completing a subdivision of part of the Wyuna land under RM020731 and owns other land within the Glenorchy Township and on the former Wyuna Station, which Wyuna proposes to develop. (Wyuna's Future Development).
- H In consideration of Wyuna entering into the Covenants over part of its land and improving part of QLDC's land QLDC has agreed to grant to Wyuna Reserve Contribution Credits up to a sum of \$1.2 million in respect of RM020731 and Wyuna's future development of Wyuna Station
- I The parties have also agreed to a land exchange by way of boundary adjustment and the granting of right of way easements on the terms more particularly set out herein to assist and facilitate the appropriate development and protection of the respective land holdings.
- J. The parties have reached agreement on the provisions to be contained in the Covenants and the basis for the grant of the Reserve Contribution Credits to Wyuna and the terms of such agreement are set out herein.

AGREEMENT

- 1) In consideration of Wyuna:
- a) Vesting area "B" on the plan attached (being the location of the existing water tanks) without any further cost in QLDC, as local purpose reserve, and
 - b) Accepting the restrictions set out in cl 2 hereof over part of its land ,and
 - c) Accepting the improvement obligations set out in cl 7 hereof
 - d) Granting QLDC a right of way easement over the proposed ROW on the plan attached for the purposes of accessing its water tanks
 - e) Granting QLDC an option of purchasing the Bible Terrace face for the sum of \$1
- QLDC agrees that:
- a. It will vest in Wyuna the area marked "A" and identified as Proposed Boundary Adjustment (4070sqm) in the Key of the plan attached, to Wyuna at no cost
 - b. It will; vest as public road the proposed road extension of (600sqm) hatched in black on the plan attached

- c. It will grant Wyuna a Reserve Contribution Credit of \$1.2m more particularly on the terms set out in clauses 4 & 5 hereof
 - d. In the event that it exercises its option as set out in cl 11 hereof it will grant back to Wyuna a right of way easement over that part of the land marked proposed ROW on the plan attached for vehicles and stock.
- 2) QLDC will immediately instruct its surveyors to prepare a plan accurately showing the three areas to be vested (being A, B and proposed road extension) and the boundaries of the Bible Terrace face (the Plan) to which the Covenants shall apply. The Plan shall be deposited at LINZ to enable the Covenants to be registered against the Wyuna Land to protect the Bible Terrace face and the vesting to proceed. The Plan shall be substantially in accordance with the plan attached hereto showing the extent of the Bible Terrace face as marked in grey on the plan attached and areas A, B and proposed road extension to be vested and will include the grant of a right of way over the area marked "proposed right of way" in favour of QLDC to enable access to its water tanks. Wyuna shall be responsible for maintaining the same during the term of the QLDC right of way..
 - 3) As soon as the Plan has been approved by LINZ, Wyuna will enter into an Instrument in the form set out in Schedule 1 hereto and will do all things necessary to have the said Instrument registered against that part of the the Wyuna Land marked in grey on the plan attached
 - 4) In consideration of Wyuna entering into this Agreement, and in particular executing the Instrument referred to in clause 2, QLDC agrees that it will extend to Wyuna Reserve Contribution Credits up to a sum of \$1.2 million in respect of Wyuna's RM 020731 and Future Development.
 - 5) In accepting the Reserve Contribution Credits, Wyuna acknowledges the following terms and conditions:
 - 5.1) Such Reserve Contribution Credits shall only apply to RM 020731 and Wyuna's Future Development of Wyuna Station.
 - 5.2) Such Reserve Contribution Credits shall only be available to Wyuna for a period of ten (10) years from the date of this Agreement.
 - 5.3) Should Wyuna's RM 020731 and Future Development be insufficient to utilise the full amount of the Reserve Contribution Credits, or should the Reserve Contribution Credits not be used

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within the ten year period referred to in clause 4.2 then any unused or surplus Reserve Contribution Credits will be waived by Wyuna with the intent that Wyuna shall have no further claim against QLDC in respect of the unused or surplus Reserve Contribution Credits.

- 6) In consideration of Wyuna entering into this Agreement and the Instrument referred to in clause 3, QLDC agrees that it will:
- a. vest in Wyuna the areas marked "A" and the area identified as Proposed Boundary Adjustment (4070sqm) in the Key of the plan attached, at no cost to Wyuna
 - b. vest as public road that part of the Sheil Street property hatched in black lines on the plan attached (identified as proposed road extension (600sqm) in the key ("the road")- to enable Wyuna to more easily develop that part of the Wyuna Land situated adjacent to the Sheil Street Land.
- 6.1) Prior to the signing of this agreement by both parties they shall agree and record the location, size and conditions of use of the road and QLDC shall obtain any necessary consent of the Glenorchy community to the same.
- 6.2) Upon signing of this agreement, QLDC will instruct its surveyors to finalise the plan accurately showing the road. Such plan shall be deposited at LINZ to enable the vesting of the same as public road.
- 7) In consideration of QLDC vesting as public road the area referred to in clause 6 hereof, Wyuna agrees at its cost to improve that part of the Sheil Street Land which formerly comprised the old Glenorchy tip site -being the area marked "D" on the plan attached. Such improvement shall be limited to flattening the site applying topsoil and grassing the same and fencing the site with a post and rail fence.
- 8) Upon the signing of this Agreement by both parties, QLDC shall remove all references to the Bible Terrace face from its "Heritage Variation 1" (being a variation of Queenstown-Lakes District Council Partially Operative District Plan (PODP) Following the removal of the reference to the Bible Terrace face QLDC will proceed with the notification of Heritage Variation 1 and Wyuna agrees that it will not oppose the completion of the Heritage Variation 1, provided all references to the Bible Terrace face are deleted from it.

- 9) Following the registration of the Instrument referred to in clause 2 QLDC shall proceed with the alteration of the zoning of the Bible Terrace face (as defined in the plan) from "Residential" to "Rural General" and Wyuna agrees that it will not oppose such amended zoning.
- 10) Following the registration of the Instrument referred to in clause 2 QLDC shall have the option of purchasing the Bible Terrace face (as defined in the plan) for the sum of \$1.00. Such option shall be available to QLDC for ten (10) years from the date of this Agreement.
- 11) In the event that QLDC exercises its option in terms of cl 10 hereof, it is expressly agreed that QLDC will at the same time grant Wyuna an easement over the area marked 'proposed row' on the plan attached leading to the top of Bible Terrace. QLDC will arrange for and meet all costs for the creation and registration of this easement at the same time as exercising the option. From the date of the grant of such easement QLDC shall become responsible for maintaining the row.
- 12) The parties acknowledge that they and the Glenorchy community have an ongoing need to work cooperatively in the future to enhance their joint and several interests and agree to use their best endeavours to do so.
- 13) The parties agree and acknowledge that the covenants referred to in Schedule 1 hereto are for the benefit of the QLDC who shall be entitled to enforce the same against Wyuna, if necessary pursuant to the Property Law Act 1952.
- 14) Neither party to this Agreement has the right to assign its benefits under this Agreement to any third party PROVIDED HOWEVER Wyuna shall be entitled to assign the benefits under clauses 4 & 5 to any successors in title.
- 15) Except as required by law no announcement is to be made by either party as to the subject matter or terms of this Agreement except at such time and such form and manner as they agree in writing. It is acknowledged by Wyuna that QLDC is subject to statutory reporting obligations and its responsibility to keep the community of Glenorchy informed.
- 16) Notices
 - 16.1) All notices and other communications provided for, or permitted in this Agreement or as between the parties must be set by airmail with postage prepaid, delivered by hand or sent by facsimile transmission as follows:



- a) in the case of QLDC to their solicitor – Macalister Todd Phillips Bodkins, facsimile number (03) 442 8116.
- b) in the case of Wyuna to their solicitor – Anderson Lloyd Caudwell, facsimile number (03) 442 8848.

16.2) All such notices or communications are deemed to have been duly given or made:

- a) if mailed, 3 days after being deposited in the mail by the sender with postage prepaid;
- b) on delivery, when delivered by hand by the sender; and
- c) if transmitted by facsimile, upon completion of transmission and issue of a transmission report confirming satisfactory transmission.

17) Each party will pay all fees and expenses incurred by it in connection with this Agreement and in connection with the registration of the Covenants or the Right of Way.

18) This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, understandings, negotiations, representations, and discussions, whether oral or written, of the parties. No supplement, modification, or waiver of this Agreement is binding unless in writing and signed by the parties.

19) In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement or any other such instrument.

20. Disputes

- a) Any dispute or difference arising out of or in connection with this Agreement ("the dispute") shall be resolved in accordance with this clause.
- b) The parties shall first refer the dispute to mediation by a Otago District Law Society approved mediator agreed by the parties or, failing Agreement, a mediator appointed by the President of the Otago District Law Society, on the terms set down by the mediator.

The reference shall commence when any party gives written notice to the others specifying the dispute and requiring its resolution under this clause.



aAny information or documents obtained through or as part of the reference under this sub-clause shall not be used for any purpose other than the settlement of the dispute under this sub-clause.

- c) Any mediation under this clause shall be held at the offices of the mediator unless the parties agree otherwise
- d) If the dispute is not resolved within twenty-one days of the commencement of the reference under this clause either party may then, but not earlier, submit the dispute to arbitration in accordance with the Arbitration Act 1996.

Such arbitration shall be conducted by a single arbitrator appointed by the parties, or failing Agreement, appointed by the President of the Otago District Law Society.

Any arbitrator appointed shall not be the same person as any mediator appointed under this clause.

- e) Each party shall continue to perform this Agreement notwithstanding the existence of a dispute or any proceedings under this clause.



SCHEDULE 1

(see attached Easement and Land Covenant Instrument)

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The Common Seal of
QUEENSTOWN LAKES DISTRICT COUNCIL
was affixed hereto
in the presence of:

9

Chris Giddens
[Signature]

SIGNED for and on behalf of
PISIDIA HOLDINGS LIMITED
in the presence of:

)
) Director
)
.....
Director/Authorised Signatory

SIGNED for and on behalf of
CABO LIMITED
in the presence of:

)
) Director
)
.....
Director/Authorised Signatory

Provisions applying to specified covenants

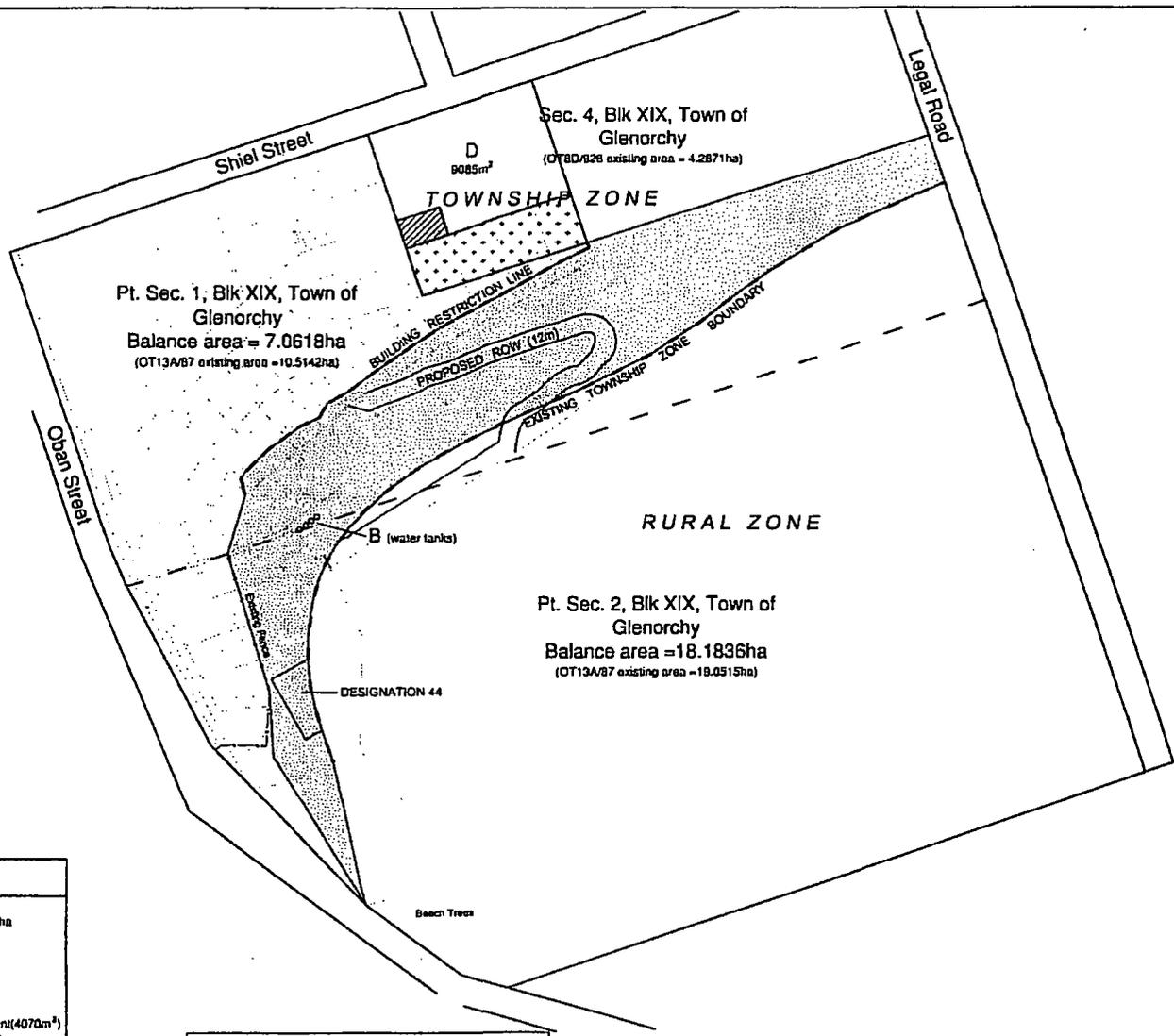
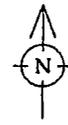
1. The Grantor will use that part of the Servient Tenement marked "AA" (the Covenanted Land) only for the purpose of traditional farm grazing and such other genuine farm uses as may be agreed by the Grantor and the Grantee in writing.
2. The Grantor will allow public foot access to the Covenanted Land at all times subject only to any reasonable restrictions necessary for the Grantors farm management of the Covenanted Land including locked gates at the top and bottom of the proposed row so marked on the plan) and which are otherwise previously agreed with the Grantee (such as no dogs or firearms). No motorbikes, horses or vehicles of any kind are permitted to access the Covenanted Land PROVIDED HOWEVER that non motorised bikes shall be permitted on marked and formed trails. These restrictions continue to apply in the event that QLDC exercise its option to acquire the land.
3. Any structures such as tracks, gates, fences or styles necessary to facilitate public access will be funded by the Grantee, but no such structures may be erected without the written consent of the Grantor, which shall not be unreasonably withheld.
4. The Grantor will not at any time erect or construct any tracks, buildings or structures on the Covenanted Land other than those structures required to facilitate public access referred to in clauses 3 and 6 herein. This does not apply to the Grantor's right to maintain the road subdivision to the top of the Bible Terrace.
5. The Grantor shall be permitted to maintain any fences existing at the 1st April 2005, and which are necessary for the reasonable grazing of the Covenanted Land. The Grantor shall not install any new fencing or construct earthworks necessary for the maintenance of existing and / or future fencing without the prior written agreement of the Grantee except that the Grantor shall be permitted to install and maintain perimeter fencing of the Covenanted Land as deemed necessary. Such fencing shall be located in a manner so as to minimize any visual impact on the Land. The Grantor shall provide gates at locations agreed with the QLDC to provide public foot access. The Grantee shall only be entitled to withhold such consent, if the Grantee believes that such fencing or earthworks substantially diminish the conservation values of the Covenanted Land.
6. The Grantor shall be entitled to place on the Covenanted Land minor structures (such as water troughs) which are incidental to the reasonable grazing of the Covenanted Land.
7. The Grantor will allow existing public water reservoirs, reticulation and related infrastructure existing on the Covenanted Land as at the 1st April 2005 to remain in place undisturbed in perpetuity.
8. The Grantee shall be entitled to install and maintain on the Covenanted Land, additional or replacement water tanks and reculation required by the Grantee for the benefit of the Glenorchy community, provided the same has been approved as part of a designation or similar public consent process under the Resource Management Act 1991.



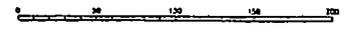
9. The Grantor will grant to the Grantee in registrable form, when so requested by the Grantee, all necessary easements for any future water tanks that the Grantee may wish to create or install on the Covenanted Land pursuant to clause 8 hereof.
10. The Grantor will acknowledge all burial sites on the Covenanted Land as tapu and will only relocate such burial sites following full consultation with the Glenorchy community and in accordance with the wishes of the Glenorchy community.
11. The Grantor will keep the Covenanted Land free of gorse, broom and other noxious weeds to the satisfaction of the Grantee.
12. The Grantor will not plant any trees or shrubs on the Covenanted Land without first obtaining the written consent of the Grantee.
13. Where either the Grantor or the Grantee is entitled to carry out earthworks or install or erect improvements on the Covenanted Land, the party carrying out the earthworks and/or installing or erecting improvements on the Covenanted Land shall be responsible for the costs of the same and shall have no claim against the other party for the cost of such works or improvements.
14. The Grantee's a right of way over the road to the top of the Bible Terrace as indicated on plan marked proposed right of way shall be limited to the purpose of accessing the water tanks for service and maintenance, and The Grantor shall be responsible for maintaining the right of way. Should the Grantee exercise its option to purchase the covenanted land (pursuant to a separate agreement between the parties) the Grantee herein shall at the same time grant and create in favour of the Grantor a right of way over the road for vehicles and stock.
15. The Grantee shall ensures that the Covenanted Land shall at all times be rated at the lowest possible discounted valuation as if the Grantor had accepted a Reserve Designation over the Covenanted Land.
16. Should QLDC exercise its option to acquire the land, the restrictions contained herein where applicable or desired by one or more of the parties shall continue to apply.



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KEY	
	Proposed No building Covenant Area = 4.320ha
	Proposed Building Restriction Line
	Existing Township Zone Boundary
	Area subject to Proposed Boundary Adjustment (4070m ²) Area shown becomes part of Pt Sec. 1 Blk XIX
	Proposed Road Extension (600m ²)



If this plan is used as the basis for any sale and purchase agreement, then it is done so on the basis that the area and dimensions are preliminary, and may vary upon completion of the final survey.

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**BIBLE TERRACE - PROPOSAL
WYUNA STATION
for QUEENSTOWN LAKES DISTRICT COUNCIL**

DATE: 26 Jun 2008	Scale: 1:3000	DRAWING & ISSUE No:
BY: Antony White	Original Plan A3	2258.1LT.1D

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