



Notice is given that a Submissions Hearing and Deliberations meeting will be held on:

Date: Tuesday 7 January 2014
Time: 9.30 am
Meeting Room: Tasman Council Chamber
Venue: 189 Queen Street
Richmond

Saxton Field Easement Subcommittee Hearing and Deliberations

AGENDA

MEMBERSHIP

Chairperson	Cr J L Edgar
Members	Cr B W Ensor Cr M J Higgins

(Quorum 2 members)

Contact: Shailey McLean
Telephone: 03 543 8578
Email: shailey.mclean@tasman.govt.nz
Website: www.tasman.govt.nz

Note: The reports contained within this agenda are for consideration and should not be construed as Council policy unless and until adopted.

AGENDA

1 OPENING, WELCOME

2 APOLOGIES AND LEAVE OF ABSENCE

Recommendation

THAT apologies be accepted.

3 REPORTS

- 3.1 Minister of Conservation Consent to Easement Over a Portion of Saxton Field -
Tasman District Council 5
- 3.2 Saxton Field Transmission Line Easement Submission Hearing and Deliberation
Report..... 27

4 HEARING OF SUBMISSIONS

Nil

3 REPORTS

3.1 MINISTER OF CONSERVATION CONSENT TO EASEMENT OVER A PORTION OF SAXTON FIELD - TASMAN DISTRICT COUNCIL

Decision Required

Report To:	Submissions Hearing
Meeting Date:	7 January 2014
Report Author:	Susan Edwards, Community Development Manager
Report Number:	RCD14-01-01
File Reference:	

1 Summary

- 1.1 In order to progress the cycling velodrome project proposed for Saxton Field, two sets of transmission lines need to be combined into one line and relocated to the north-east of the velodrome site.
- 1.2 This report deals with the Ministerial Consent required in order to grant an easement over a portion of Saxton Field so that Transpower can convey electricity.
- 1.3 As the land is vested Recreation Reserve under the Reserves Act 1977, Council was required to notify this proposed easement to the community and one submission was received. Further details can be found in the deliberations report that follows on the agenda.
- 1.4 The Subcommittee can only make the easement decision with the consent of the Minister of Conservation, which is why it must first make the resolution proposed in this report. The Subcommittee was delegated the powers of the Minister of Conservation to consent to the easements and to impose any conditions on that consent at the 5 December 2013 Full Council meeting.
- 1.5 The Subcommittee needs to ensure that the issuing of this easement is in accordance with the purposes for which the land is held, and is in line with the management plan for Saxton Field.
- 1.6 Further details can be found in the Saxton Field Line Easement Submission Hearing and Deliberation Report also on this agenda.
- 1.7 Please note that this report follows a template for granting Minister of Conservation consent.

2 Draft Resolution

That the Saxton Field Easement Subcommittee:

1. **receives the Minister of Conservation Consent to Easement Over a Portion of Saxton Field - Tasman District Council report RCD14-01-01; and**
2. **pursuant to Section 48 (1) of the Reserves Act 1977 and on behalf of the Minister of Conservation using the delegations granted by the Minister, consents to the granting of an easement over a portion of Saxton Field as proposed.**

Item 3.1

3 Proposal

- 3.1 To consider the granting of Ministerial consent for an easement over a portion of Saxton Field in favour of Transpower to convey electricity, pursuant to the Reserves Act 1977.

4 Location

- 4.1 The Saxton Field Recreation Reserve is vested in the Tasman District Council and situated in Stoke, Nelson. The map in Attachment 1 show the location of the portion of the easement being proposed across part of Saxton Field.

5 Background

- 5.1 The Tasman District Council owns land at Saxton Field (title information can be found in 6.2 below).
- 5.2 The first major project proposed to be constructed on this land is the new cycling velodrome. In order to construct the velodrome on the proposed site, two sets of transmission lines (one 66 KVA line and one 33 KVA line) need to be combined into one line and relocated to the north-east of the velodrome site. We have reached agreement with Transpower, an adjacent landowner and Nelson City Council on the proposal to relocate the transmissions lines. A cost share arrangement is proposed for the work.
- 5.3 The new location of the transmission lines requires an easement across part of the land at Saxton Field owned by both Nelson City and Tasman District Councils, as outlined in the map in Attachment 1.
- 5.4 Both Nelson City and Tasman District Councils land is recreation reserve under the Reserves Act 1977.
- 5.5 Under section 48 of the Reserves Act 1977 the Council has the power, with the consent of the Minister of Conservation, as the administering body of the recreation reserve, to grant an easement over its land for any public purpose or for an electrical installation or work as defined in the Electricity Act 1992. However, on 12 June 2013 the Minister delegated councils the ability to exercise his Ministerial powers relating to the granting of easements, where a council is the administering body of a reserve.
- 5.6 At the 5 December 2013 Full Council meeting, in part of resolution CN13-12-8, Council delegated to the Saxton Field Easement Subcommittee, for the purposes of this proposal, the powers of the Minister of Conservation to consent to the easements and to impose any conditions on that consent that the Subcommittee considers appropriate. Under the Local Government Act 2002, Council has the ability to make this delegation to a subordinate decision making body.

6 Land and Status

- 6.1 Saxton Field is situated in Stoke, Nelson, and was vested as a Recreation Reserve by Council resolution on 14 February 2008.
- 6.2 Notice number 1846 in the New Zealand Gazette issued 20 March 2008, declared the fee simple land listed below to be a Recreation Reserve subject to the Reserves Act 1977.
 - 4.5380 hectares on Lot 1 DP 20000 (CFR NL13B/489)
 - 5.0639 hectares on Lot 2 DP 326169 and Lot 1 DP 361671 (CFR 251279)
 - 4.0468 hectares on Lot 1 DP 8366 (CFR NL4C/239)
 - 4.0468 hectares on Lot 2 DP 8366 (CFR NL4C/240)
- 6.3 The current purpose of the reserve is Recreation Reserve.
- 6.4 The area of the Reserve subject to the proposed easement, are part of Lot 2 DP 326169, part of Lot 1 DP 361671 and part of Lots 1 and 2 DP8366 as shown in Attachment 1.

7 Statutory Policy and Criteria

- 7.1 The Subcommittee needs to ensure that the issuing of this easement is in accordance with the purposes for which the land is held. As noted above, under Section 48 of the Reserves Act 1977, Council requires the consent of the Minister of Conservation to allow it to issue an easement for Transpower to convey electricity over a portion of Saxton Field.
- 7.2 Prior to granting any easement over any part of a reserve the administering body must give public notice of the proposal and give full consideration to all objections and submissions received on the proposal (Sections 119 and 120 of the Reserves Act 1977).
- 7.3 Council has publicly notified the proposal and this Subcommittee will give consideration to the submissions and make a decision as the administering body of the reserve as to whether to grant the easement through the other report on this agenda. However, it can only make that decision with the consent of the Minister of Conservation. This report deals with the Ministerial consent requirement.

8 Council Technical Officer Comment

- 8.1 The easement is required to enable the relocation of two sets of transmission lines at Saxton Field onto one line slightly further to the north-east of the most northerly existing line. The purpose of proposing to relocate the transmission lines is to enable better utilisation of the recreation reserve by enabling the construction of the cycling velodrome. The relocation of the transmission lines is desirable as it would be highly likely to improve the utilisation of the reserve no matter what the future recreational use of the area was to be.
- 8.2 A copy of the draft easement agreement is attached (refer Attachment 3). Staff and Council's legal advisers have reviewed and amended the agreement to cover all the matters we consider need to be addressed in the easement document. We do not consider that it is necessary to add any additional conditions to Council granting Ministerial consent to the proposed easement.

9 Management Planning

- 9.1 The Saxton Field Management Plan contains a section on Utility Services. It states that “utility services necessary to service Saxton Field, its buildings and other facilities or developments shall be permitted so long as they are carried out in a way which minimises the visual and physical impact on the services in Saxton Field. All utility services shall be placed underground unless exceptional circumstances make it impractical to do so...Existing overhead utility services shall be progressively replaced with underground services”.
- 9.2 During the discussions on this proposal, officers of both Councils and Transpower considered whether to underground the relocated transmission lines. The advice we received was that the cost of undergrounding the two lines was prohibitive (in the order of \$7 – 8 million). Reducing the lines from two to one will help improve the visual impact of the lines.
- 9.3 In other respects the proposal is consistent with the Management Plan.

10 Treaty of Waitangi and Section 4 Conservation Act 1987

- 10.1 Section 4 of the Conservation Act 1987 requires that the Act shall be interpreted and administered to give effect to the principles of the Treaty of Waitangi. The granting of the easement over the reserve to enable the relocation of the two sets of transmissions lines onto one line is not inconsistent with the principles or articles of the Treaty of Waitangi.
- 10.2 The land over which the easement is being granted was acquired by Council from private landowners. As title to the land did not derive from the Crown, there are no Treaty of Waitangi implications. The proposal involves reducing the number of power lines and there is no commercial gain involved.

11 Consultation and Public Notice

- 11.1 Tasman District Council publicly notified the proposal on Saturday 23 November, with submissions closing on 24 December 2013. At the time of writing this report the period for submissions had not closed and only one submission has been received to date.
- 11.2 Any further submissions will be tabled at the meeting on 7 January, as part of the Deliberations Report on this agenda.
- 11.3 The proposal has also been discussed with Nelson City Council, Transpower, an adjacent landowner and members of the cycling fraternity.
- 11.4 This project involves the reduction in power lines from two to one. The new lines are in a similar location to one of the lines in existence and improve the amount of open space available. It is believed the Conservation Board is predominantly focused on issues involving high natural values, or those involving significant commercial use of public conservation land. As neither of those are matters of concern with this project, we consider that there is no need to consult the Conservation Board.

12 Authority

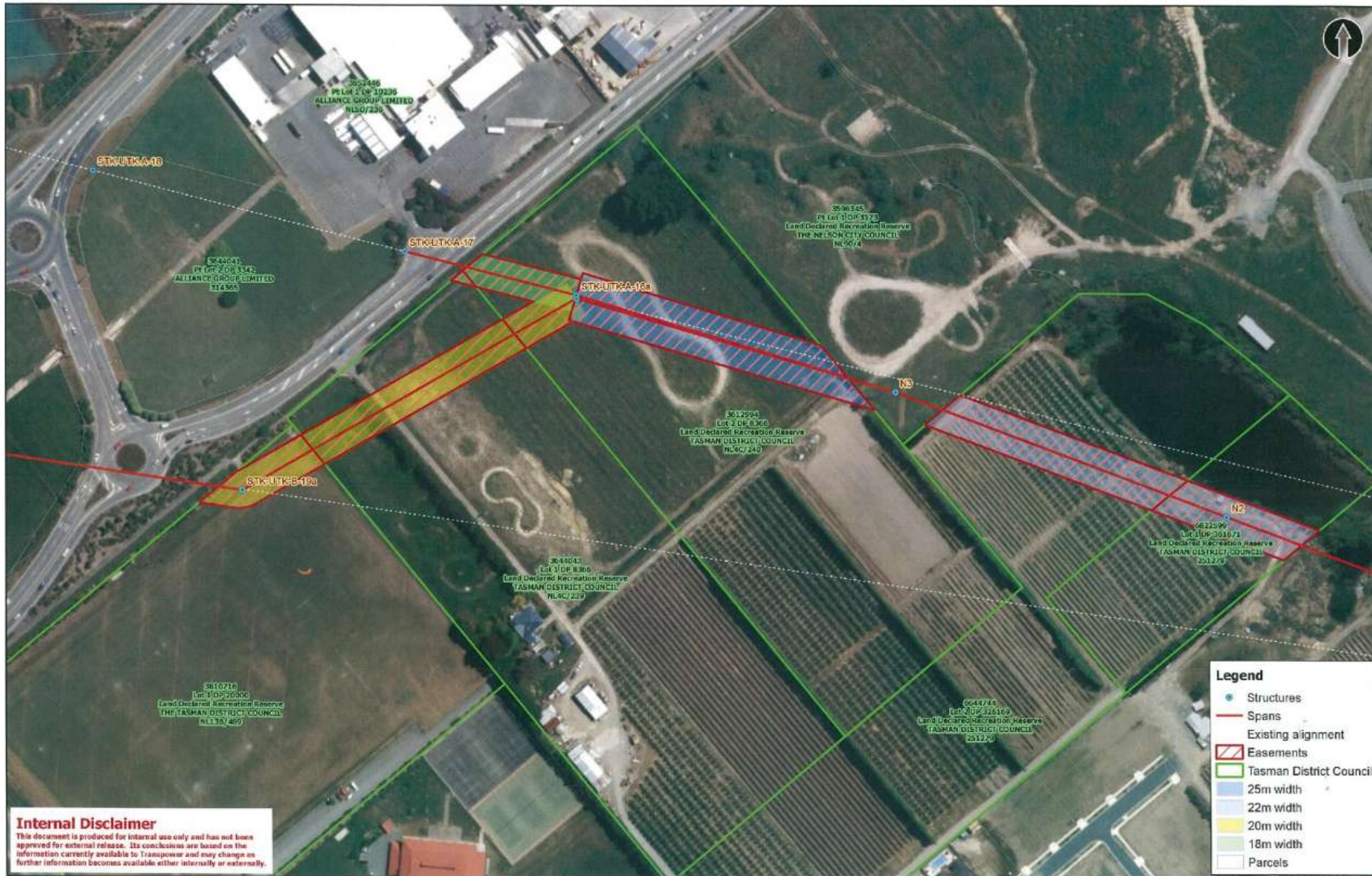
- 12.1 The Council intends to issue an easement pursuant to Section 48(1)(b) of the Reserves Act 1977.
- 12.2 The Minister’s consent is required pursuant to Section 48(1) of the Reserves Act 1977.
- 12.3 The powers of the Minister under Section 48(1) for granting of easements were delegated by the Minister to councils on 12 June 2013, where the council is the administering body of the reserve. The Council can grant the easement on such conditions as it thinks fit.
- 12.4 At its meeting on 5 December Council subsequently delegated the power to this Subcommittee to act on Council’s behalf with respect to the granting of this particular easement and the decision on whether to grant it subject to any conditions.
- 12.5 Clause 32(1) of Schedule 7 of the Local Government Act 2002 states that a unless expressly provided otherwise in this Act, or in any other Act, for the purposes of efficiency and effectiveness in the conduct of a local authorities business, a local authority may delegate to a committee or other subordinate decision making body, community board, or member or officer of the local authority any of its responsibilities, duties, or powers, except ... (none of the exceptions apply in this circumstance). There are also no provisions in the Reserves Act that would mean Council cannot delegate its powers to a subcommittee. Therefore, I consider that the Council had the ability to make the delegations outlined in paragraphs 12.3 and 12.4 above to this subcommittee as a subordinate decision making body.

13 Conclusion

- 13.1 The granting of this easement does not in any way compromise or affect the purpose of the reserve, or the public’s ability to use the reserve. In fact the relocation of the powerlines, which would necessitate the granting of this easement, will enhance the ability of the reserve to be used for recreation purposes. It is, therefore, appropriate for the Subcommittee to exercise the delegations granted to Council by the Minister of Conservation, on behalf of the Council, and to approve the granting of the easement without any further conditions being imposed.

14 Attachments

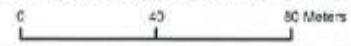
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TRANSPOWER
 Prepared by: Geomatics & Design
 Projection: NZTM 2000 Scale: 1:1,858 Plan Size: A3L

**Saxton Park Easement Route
 Tasman District Council Parcels**



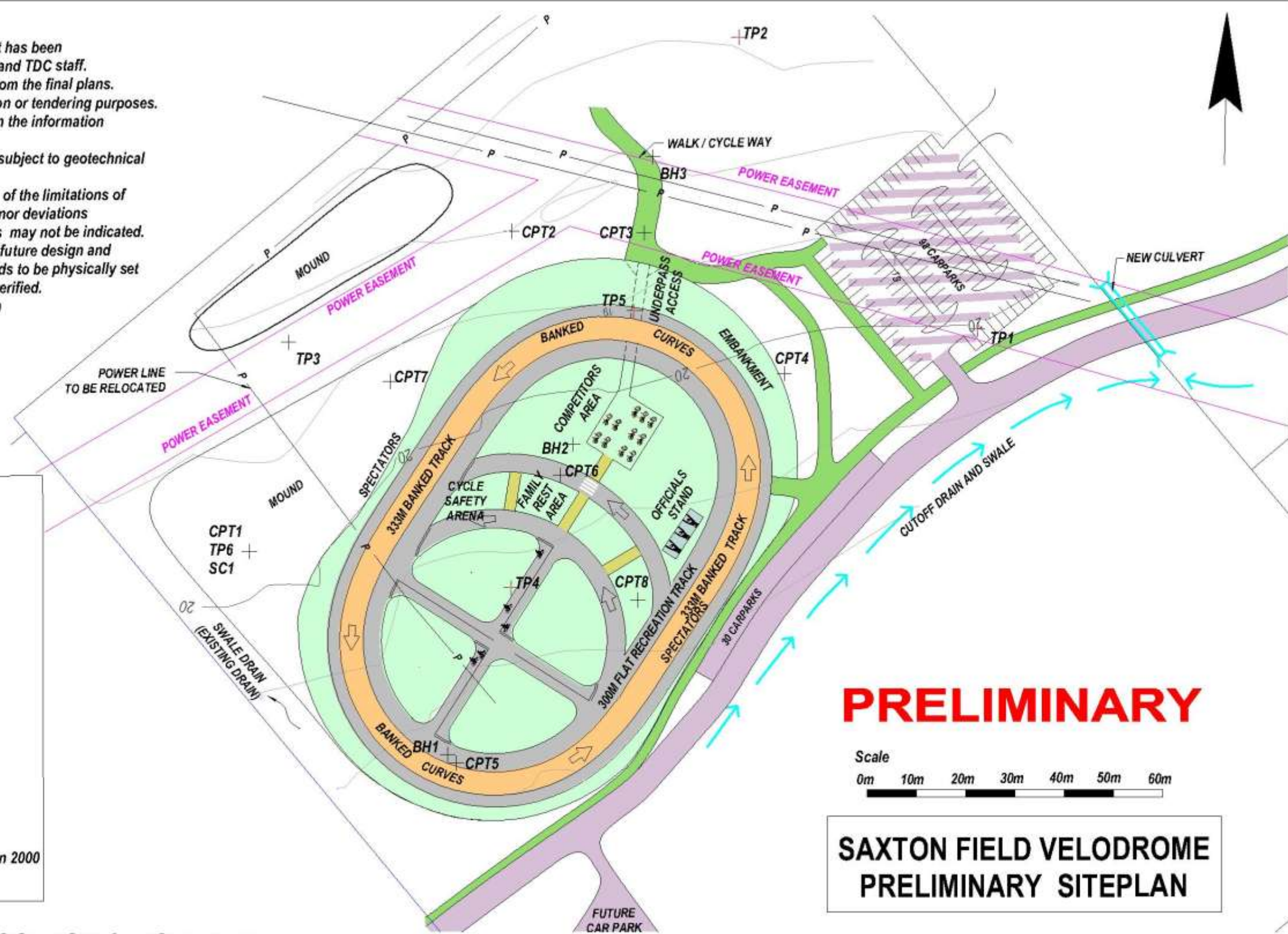
22/11/2013

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Note:
 This is a preliminary layout plan. It has been prepared in conjunction with NCC and TDC staff. This plan may vary considerably from the final plans. This is not intended for construction or tendering purposes. All services shown are plotted from the information supplied by NCC. The layout, position and design is subject to geotechnical assessment and council approval. Users of this plan should be aware of the limitations of plans such as this. In particular minor deviations in ground height between contours may not be indicated. If the height of a point is critical to future design and construction then the position needs to be physically set out on the ground and the height verified. Heights are in terms of NCC Datum

TestPit	Northing	Easting
TP1	793598.13	392353.80
TP2	793677.13	392289.22
TP3	793594.57	392167.45
TP4	793528.16	392227.62
TP5	793603.13	392260.84
CPT1/ TP6/ SC1	793538.03	392156.81
CPT2	793624.63	392227.83
CPT3	793624.15	392263.54
CPT4	793586.08	392301.55
CPT5	793480.73	392212.77
CPT6	793558.59	392240.95
CPT7	793583.98	392194.94
BH1	793483.09	392210.50
BH2	793566.93	392244.35
BH3	793644.90	392264.90

Coordinates are in terms of Nelson 2000



PRELIMINARY



**SAXTON FIELD VELODROME
 PRELIMINARY SITEPLAN**

Prepared by:



COTTON & LIGHT LTD
 Surveyors and Land Development Specialists
 54 MONTGOMERY SQUARE 195B QUEEN STREET
 PO BOX 72 RICHMOND
 PH 548 1851 PH 544 5470
 FAX 548 1857 FAX 544 5979



Date: 24 November 2011
 amended: 26 June 2013
 amended: 30 October 2013

TDC EASEMENT AGREEMENT**Agreement to Grant Easement for STK-UTK A&B realignment at Saxton Fields****AGREEMENT TO GRANT EASEMENT** dated 20**PARTIES** **Tasman District Council** ("Landowner")
Transpower New Zealand Limited ("Transpower")**BACKGROUND**

- A. The Landowner owns the land in Computer Register(s) NL13B/489, NL4C/239, NL4C/240 and 251279 ("Land").
- B. Transpower owns existing lines known as the STK-UTK A line and the STK-UTK B line (including any cables (including fibre optic cables), wires, earth wires, conductors or other apparatus, used or intended to be used for the transmission of electricity and/or telecommunications, and all associated signals and all related towers, poles, foundations, structures, equipment and fixtures), which are located partly on the Land ("Lines") and has entered into an agreement dated [***] with the Nelson City Council to deviate the Lines ("Line Deviation Agreement").
- C. The Landowner has agreed to:
 - (a) grant Transpower an easement in respect of the new location of the Lines; and
 - (b) grant Transpower access to the Land to deviate the Lines and remove the original Lines.

THE PARTIES AGREE AS FOLLOWS**Agreement to grant easement**

- 1. The Landowner agrees to grant Transpower a right to convey electricity, telecommunications and computer media in gross:
 - (a) in on, under and over that part of the Land shown approximately on the plan attached to this Agreement ("Easement Area"); and
 - (b) on the rights, powers, terms and conditions expressed and implied in the form of easement instrument attached to this Agreement ("Easement Instrument").
- 2. The parties agree to be bound by the provisions of the Easement Instrument as if it was registered against the Computer Register(s) for the Land from the date that the conditions in clause 4 are satisfied.
- 3. Transpower will pay the Landowner \$1.00 plus GST (if any), if demanded by the Landowner, as consideration for the grant of the rights under this Agreement. The Landowner acknowledges that no other compensation for the grant of the rights under this Agreement is payable by Transpower under this Agreement.

Conditions

- 4. This Agreement is conditional on:
 - (a) the Landowner either:
 - (i) completing public consultation regarding the grant of the easement under section 48(2) of the Reserves Act 1977 and determining, after completing that consultation, to grant the easement on terms and conditions acceptable to Transpower; or
 - (ii) determining that public consultation under section 48(2) of the Reserves Act 1977 is not required;
 - (b) the Landowner obtaining the consent of the Minister of Conservation (or the Minister's delegate) under section 48 of the Reserves Act 1977 to the grant of the easement on terms and conditions acceptable to Transpower;
 - (c) Transpower entering into agreements in the form proposed by Transpower with all other landowners where Transpower considers those agreements are necessary to enable Transpower to deviate the Lines;
 - (d) the agreements specified in clause 4(a) becoming unconditional (except for conditions with like effect to this condition); and
 - (e) the Line Deviation Agreement becoming unconditional in all respects.

5. The conditions in clause 4:
 - (a) must be satisfied by 5pm on 5th February 2014, following which time either party may cancel this Agreement; and
 - (b) are for the benefit of both parties and cannot be waived unilaterally.

Deviation of the Lines

6. During the term of this Agreement, Transpower may deviate the Lines on the Land. In doing so, Transpower may (without limitation):
 - (a) undertake tests, inspections, preparatory works and surveys on the Land;
 - (b) install new poles, conductors, earthwires, insulators, guys and other fittings on the Land;
 - (c) remove existing poles, conductors, earthwires, insulators, guys and other fittings from the Land;
 - (d) temporarily lay existing or new conductors or earthwires along the surface of the Land;
 - (e) construct or upgrade access tracks, gates, culverts, bridges and other improvements ("Access Improvements");
 - (f) temporarily fence off parts of the Land;
 - (g) trim or remove vegetation (including trees) on the Land;
 - (h) construct hurdles or other protections over any roads, access tracks or other structures (including overhead lines) on or adjacent to the Land; and
 - (i) have access to, and temporarily remain on, the Land in order to complete the works contemplated by this clause.

Transpower shall remove the existing Lines from the Land promptly after the commissioning of the new Lines

7. Transpower may exercise its rights under clause 6 with or without such vehicles (including helicopters), equipment and machinery as it considers reasonably necessary or desirable.
8. After completing the deviation of the Lines, Transpower will leave the surface of the Land in a reasonable condition similar to the immediately surrounding non-developed surface. .

Registration of the Easement Instrument

9. Transpower will prepare all plans and documents required to register the Easement Instrument.
10. The Landowner will execute and deliver to Transpower all documents including the Easement Instrument within 20 days of Transpower requesting that the Landowner do so.
11. Transpower may:
 - (a) make minor variations to the location of the Easement Area; and
 - (b) make substantial variations to the location of the Easement Area with the consent of the Landowner, which will not be unreasonably withheld or delayed.

Assignment

12. The Landowner must not transfer or in any way dispose of any part of the Land except with the prior written consent of Transpower, such consent not to be unreasonably withheld or delayed. Such consent will not be withheld where the person acquiring the estate or interest in the Land enters into a deed (prepared by Transpower's solicitors at the Landowner's cost) under which that person covenants to be bound by and comply with the terms of this Agreement and agrees that it is not entitled to any payment from Transpower.
13. Transpower may not assign or novate this Agreement to any person except with the prior written consent of the Landowner, such consent not to be unreasonably withheld or delayed. If the Landowner gives that consent, Transpower must procure from that person a deed (prepared by Transpower's solicitors at Transpower's cost) under which, from the effective date of that assignment or novation, that person covenants to be bound by and comply with the terms of this Agreement, and Transpower will be released from any further obligations arising under this Agreement.

Liability

14. The liability of each party under or in relation to this Agreement (however arising, including in tort, negligence, equity and for breach of contract) is limited to \$500,000 per event or series of related events. In no event will a party be liable under this Agreement for loss of profits, revenue, anticipated savings, business opportunity, goodwill, consequential loss, indirect loss or the loss of a third party.

General

15. *Third party consents:* The Landowner warrants that it has disclosed to Transpower any interests, in writing or otherwise, affecting the Land for which a consent or an agreement may be required to give effect to this Agreement.
16. *Related consents:* The Landowner, in its capacity as landowner and not as a consent authority will give, sign and deliver all approvals and consents necessary for Transpower to exercise its rights under this Agreement.
17. *Health and safety:* The parties will each comply with their respective legal obligations regarding the health and safety of any person who enters onto or is in the vicinity of the Land. Without limiting the foregoing, the Landowner must advise Transpower of all existing and potential hazards on the Land.
18. *Costs:* Each party will be responsible for their own costs associated with the preparation and execution of this Agreement.
19. *Caveat:* The Landowner acknowledges that Transpower may, at its own cost, lodge a caveat against the Computer Register(s) for the Land to protect its interest under this Agreement. Transpower will not unreasonably withhold its consent to any dealing with the Land where the dealing does not adversely affect Transpower's rights under this Agreement. Transpower shall withdraw its caveat upon the expiry of this Agreement or the registration of the Easement, whichever occurs first.
20. *GST:* The parties agree that if GST is payable on any payment by Transpower to the Landowner, then Transpower will pay to the Landowner the GST on receipt of a tax invoice from the Landowner.
21. *Capacity of Landowner:* This Agreement binds the Landowner in its capacity as owner of the Land and not in any regulatory capacity except to the extent required under clause 4.
22. *Existing works:* The Landowner acknowledges that Lines are "existing works" for the purposes of the Electricity Act 1992.
23. *Non-merger and expiry:* This Agreement will not merge with the registration of the Easement Instrument, and will continue until:
 - (a) the deviation of the Lines and removal of the original Lines contemplated by this Agreement is complete; and
 - (b) the term of the Line Deviation Agreement ends.

Interpretation

24. In interpreting this Agreement, unless the context requires otherwise:
 - (a) references to parties include their respective successors and assigns, and their employees, contractors, surveyors, agents and invitees;
 - (b) headings are for ease of reference only and will not be used in the interpretation of this Agreement;
 - (c) other grammatical forms of defined words or phrases have corresponding meanings;
 - (d) the term "includes" or "including" is deemed to be followed by the words "without limitation";
 - (e) a reference to the deviation of the Lines and/or removal of the original Lines being complete means complete, as determined by Transpower, acting reasonably.

Item 3.1

EXECUTED by the LANDOWNER by its authorised signatory:

Name:

in the presence of:

Name:

Occupation:

Address:

Attachment 3

EXECUTED by TRANSPOWER
NEW ZEALAND LIMITED by its attorney:

Name:

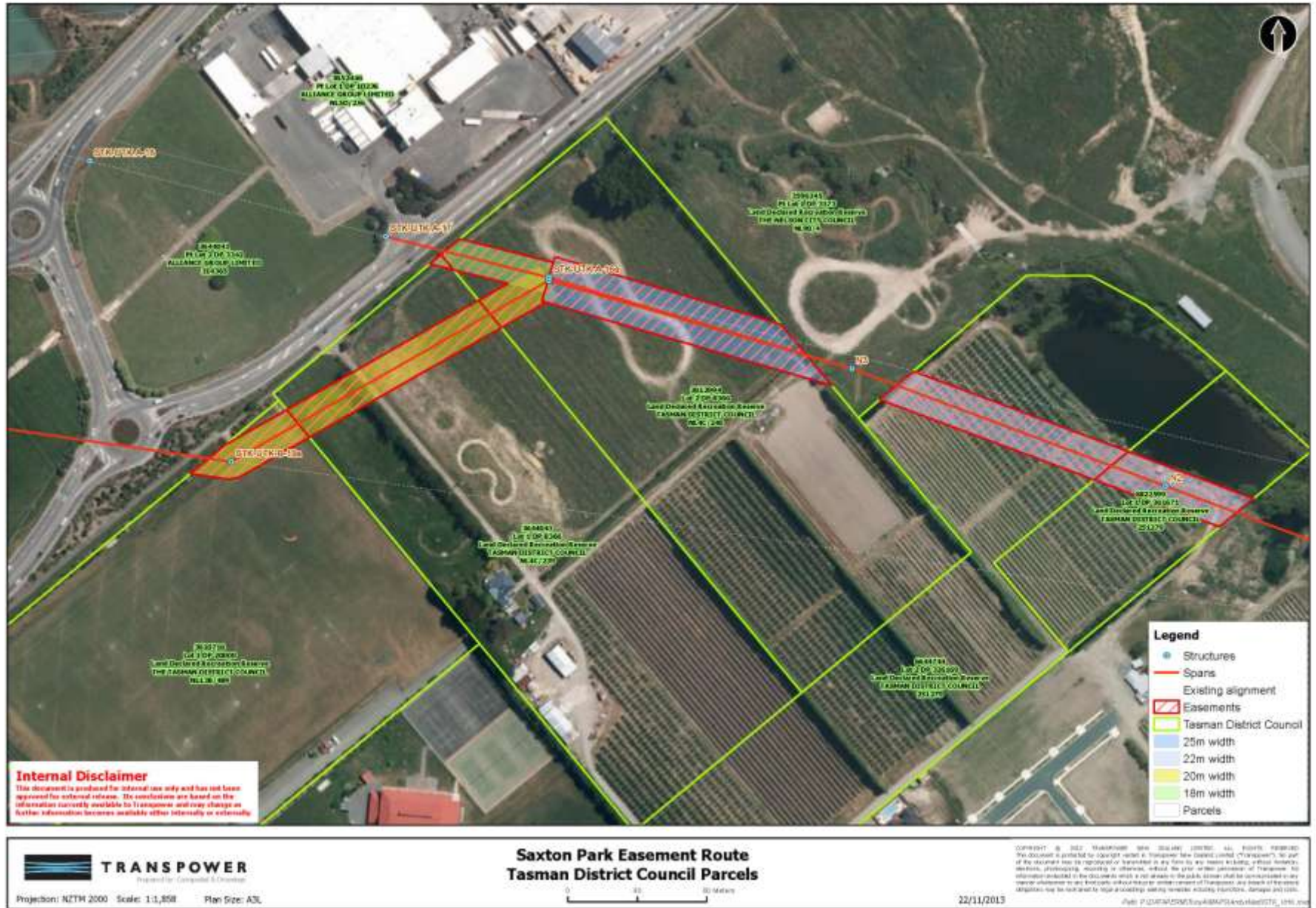
in the presence of:

Name:

Occupation:

Address:

EASEMENT AREA



Easement instrument to grant easement

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

Grantor

TASMAN DISTRICT COUNCIL

Grantee

TRANSPower NEW ZEALAND LIMITED, OR IF NOMINATED BY TRANSPower NEW ZEALAND LIMITED, NETWORK TASMAN LIMITED

Grant of Easement

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee in gross the easement(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose (Nature and extent) of easement	Shown on DP	Servient Tenement	Dominant Tenement in gross
Right to convey electricity, telecommunications and computer media in gross			

Easements rights and powers (including terms, covenants and conditions)

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 of the Property Law Act 2007

The implied rights and powers are hereby varied, ~~negated, added to or substituted~~ by the provisions set out in Annexure Schedule

ANNEXURE SCHEDULE 2

Item 3.1

Attachment 3

The Grantee (together with its successors and assigns) has the right liberty and privilege now, and at any time hereafter in perpetuity, by way of easement in gross to erect use replace add to and maintain "Works" (as defined herein) on over or under that part/those parts of the land shown in Schedule A (the "Easement") and such other parts of the Land as are reasonably required for any necessary supporting structures forming part of the Works, together with the following:-

1. The full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee (together with its servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purposes) to enter upon such part of the Land and by such route as is reasonable in the circumstances, and to remain there for any reasonable time for the purpose of constructing, using, replacing, adding to and maintaining the Works, and to open up the soil of the Land to such extent as may be necessary or reasonable in that regard provided that as little disturbance as possible is caused to the surface of the Land and the surface is restored as nearly as possible to its original condition, and any other damage done by reason of such operations is repaired.
2. The right to convey electricity, telecommunications and computer media in an unimpeded flow through the Works.

AND THE GRANTOR(S) hereby agrees and covenants/agree and covenant (jointly and severally) with the Grantee as follows:-

- (1) That the Grantor(s) will not be entitled to any compensation from the Grantee (or its servants, agents or workmen) in respect of the grant effected by this easement instrument; and
- (2) That the Grantor(s) will not at any time hereafter (in perpetuity) place or erect or cause to be placed or erected on any parts of the Easement any buildings, paths, drives, walls, fences or other improvements, nor plant any trees, shrubs or other vegetation, without the written consent of the Grantee first had and obtained, and will not permit any such trees, shrubs or other vegetation to cause any interference with the Works;
- (3) All works on the Easement will at all times remain solely subject to the supervision and control of the Grantee and will at all times remain the property of the Grantee;
- (4) The Grantee may exercise and enjoy all rights, immunities from liability, powers and remedies to which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at common law without being limited or restricted by anything in this easement instrument.

AND THE GRANTOR(S) AND THE GRANTEE hereby agree and covenant that in the event of any dispute or difference arises between them in any way arising out of or in connection with this easement instrument, such dispute or difference will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:-

- a. The arbitrator is to be jointly agreed upon between the parties;
- b. If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, either party may require the president of the Nelson Branch of the New Zealand Law Society to nominate an arbitrator and that nomination will bind the parties;
- c. The reference is a reference to single arbitration under the Arbitration Act 1996;
- d. The arbitrator's decision is final and binding and may include:
 - i. An order for costs;
 - ii. An order for enforcement;
 - iii. Interest on moneys payable.

The expression "Works" used in this easement instrument means any "electrical installation", "associated equipment", "existing works" and "works" all as defined in the Electricity Act 1992, and any installation,

equipment, fittings and works of any nature in respect of the exercise by the Grantee of the rights granted by clause 2.

The rights and powers granted by this easement instrument are in addition to (and not in substitution for) the rights set out in Schedule 4 of the Land Transfer Regulations 2002, and such rights will be interpreted and applied mutatis mutandis.

3.2 SAXTON FIELD TRANSMISSION LINE EASEMENT SUBMISSION HEARING AND DELIBERATION REPORT

Decision Required

Report To:	Submissions Hearing
Meeting Date:	7 January 2014
Report Author:	Susan Edwards, Community Development Manager
Report Number:	RCD14-01-02
File Reference:	

1 Summary

- 1.1 A key project proposed for the Saxton Field complex is the new cycling velodrome. The project planning is well underway.
- 1.2 A difficulty with the site is that two sets of transmission lines cross it. We have reached agreement with Transpower, an adjacent landowner and Nelson City Council on a proposal to relocate the transmissions lines so that the two lines are combined into one line and that line is relocated to the north-east of the proposed velodrome site (refer Attachments 1 and 2 on the previous report for plans of the area).
- 1.3 The new location of the transmission lines will require an easement across part of the land owned by both Nelson City and Tasman District Councils within Saxton Field. Council's land is recreation reserve under the Reserves Act 1977 and as such the proposal to grant an easement under section 48 of that Act required public notification. The proposal was publicly notified on 23 November with submissions closing on 24 December 2013.
- 1.4 There is some urgency relating to this matter as Transpower has a contractor ready to undertake the relocation of the power lines in February and this is the most suitable time to do the work given that electricity demand is normally lower at this time of the year.
- 1.5 Due to the urgency of the matter, at its meeting on 5 December 2013 Council established a subcommittee comprising the Community Development Committee Chair and Councillors Ensor and Greening to decide whether to grant an easement for the transmission lines across Tasman District Council's land within Saxton Field. Cr Greening was subsequently replaced by Cr Higgins due to unavailability for this meeting. The Council has also been delegated the powers of the Minister of Conservation with respect to consenting to and setting conditions on any easement that may be granted under section 48. The subcommittee was also delegated those powers by the Council. This matter was covered on a separate report earlier on this meeting agenda.
- 1.6 The Subcommittee now needs to consider and deliberate on the submissions. At the time of writing this report the period for submissions had not closed and only one submission has been received to date. The submission supports the proposal to grant the easement.
- 1.7 The Subcommittee has the options of granting the easements or not.
- 1.8 Further information on any additional submissions and the analysis of those submissions will be tabled at the meeting.

2 Draft Resolution

That the Saxton Field Easement Subcommittee:

- 1. receives the Saxton Field Transmission Line Easement Submission Hearing and Deliberation Report RCD14-01-02; and**
- 2. notes that Cr Greening was replaced by Cr Higgins on the Subcommittee following an earlier discussion by Subcommittee members and in accordance with a delegation to them; and**
- 3. approves the granting of an easement to Transpower to relocate the transmission lines over part of the Saxton Field recreation reserve owned by Council under section 48 of the Reserves Act 1977, as the administering body of the Council's portion of the reserve; and**
- 4. authorises the Chief Executive to give final sign off of the easement documents.**

3 Purpose of the Report

- 3.1 The purpose of this report is to hear and deliberate on the submissions on the proposal to grant an easement to Transpower to relocate the transmission lines at Saxton Field, and to decide whether to grant the easement.

4 Background and Discussion

- 4.1 A key project proposed for Saxton Field is the new cycling velodrome. The project planning is well underway. This will be the first major project to be constructed on the Tasman District Council owned land within the Saxton Field complex, adjacent to the Avery sports fields.
- 4.2 Various site investigations have been undertaken to determine the suitability of the area for the velodrome. One difficulty with the site is that it has two sets of transmission lines (one 66 KVA line and one 33 KVA line) crossing it, which will need relocating before the proposed velodrome can be built. We have reached agreement with Transpower, an adjacent landowner and Nelson City Council on a proposal to relocate the transmissions lines so that the two lines are combined into one line and that the line is relocated to the north-east of the velodrome site. A cost share arrangement is proposed for the work.
- 4.3 The new location of the transmission lines will require an easement across part of the land owned by both Nelson City and Tasman District Councils within Saxton Field. Both Nelson City and Tasman District Councils land is recreation reserve under the Reserves Act 1977 and as such required public notification of the proposal to grant an easement. Nelson City Council is also in the process of deciding whether to grant the easement. Tasman District Council publicly notified the proposal on Saturday 23 November, with submissions closing on 24 December 2013. At the time of writing this report the period for submissions had not closed and only one submission has been received to date. A copy is contained in Attachment 2 for Subcommittee members' consideration. The submission supports the proposal to grant the easement.
- 4.4 Given that there is some urgency on this matter, as Transpower is proposing to undertake the transmission line relocation work in February/March 2014 to coincide with a lower power demand period, at the 5 December 2013 Council meeting the following resolution was passed:

CN13-12-8

That the Full Council:

- 1. receives the Saxton Field Transmission Line Easement Report RCN13-12-08; and*
- 2. establishes a Saxton Field Easement Subcommittee comprised of the Community Development Committee Chair and Crs Ensor and Greening and that it be established for the purposes of considering the easement proposal and delegates to the Subcommittee the power to appoint alternative Subcommittee members if necessary; and*
- 3. agrees to delegate to the Subcommittee the Council's powers under section 48(1) of the Reserves Act 1977 as the administering body of the Council's portion of the Saxton*

Field recreation reserve to grant an easement to Transpower for the relocated transmission lines over part of the reserve and also agrees to delegate to the Subcommittee, for the purposes of this proposal, the powers of the Minister of Conservation which were recently delegated to Council to consent to easements and to impose any conditions on that consent that it considers appropriate; and

4. *rescinds the decision of the Community Development Committee in part 2 of resolution CD13-11-05. .*

4.5 The Subcommittee now needs to hear any submitters who wish to be heard and to deliberate on the submissions that were received by the closing date for submissions.

4.6 The Subcommittee will need to decide on whether to grant the easement and, if so, whether to impose any conditions on that consent.

5 Options

5.1 **Option 1:** The Subcommittee could grant the easement with or without conditions. This option would enable the transmission lines to be relocated and the velodrome to be constructed on the portion of Saxton Field identified. The relocation of the transmission lines will enable better utilisation of the reserve for recreational purposes, which is in keeping with the land's reserve status.

5.2 **Option 2:** The Subcommittee could decline to grant the easement. This option would mean that the velodrome could not be located in the proposed location on Saxton Field. It would leave the current situation of recreational activity being constrained by the two sets of lines and would not enable better utilisation of the reserve land. An alternative location would need to be found for the velodrome and alternative recreational uses found for the reserve land.

6 Discussion

6.1 The area is a suitable site for the velodrome. It is away from residential areas and would be a good utilisation of the recreation reserve. The current location of the transmission lines compromises the use of the area for a velodrome or other potential uses. It is, therefore, logical to relocate the lines to enable the velodrome to be constructed and used.

6.2 Only one submission has been received so far and it supports the granting of the easement. Nelson City Council is in the process of considering whether to grant the easement across the portion of Saxton Field that it owns and administers. No submissions were received to the Nelson City Council public notification process.

6.3 Staff and Council's legal advisers have reviewed and amended the proposed easement agreement to cover all the matters we consider need to be addressed in the easement document. Transpower has agreed to our proposed amendments.

7 Strategic Challenges / Risks

7.1 The main risk of Option 1 is that the easement agreement does not adequately protect Council's and the public's interests in the land. We have attempted to mitigate the risk by

reviewing and amending the agreement to address any matters that staff and Council's legal advisers consider are appropriate. Nelson City Council is entering into a similar easement agreement for its area of the reserve. There may be other risks or challenges to address if any such matters are raised in any submissions that have not yet been received. Staff will address these matters in any further information provided to the Subcommittee at the meeting.

- 7.2 The main risks of Option 2 are that Transpower would not be able to proceed with the relocation of the transmission lines without an easement from Council. If the transmission lines are not relocated the velodrome will not be able to proceed on that site.

8 Policy / Legal Requirements / Plan

- 8.1 Under section 48 of the Reserves Act 1977 Council has the power, with the consent of the Minister of Conservation, as the administering body of the recreation reserve, to grant an easement over its land for any public purpose or for an electrical installation or work as defined in the Electricity Act 1992. Prior to granting any easement over any part of a reserve the administering body must give public notice of the proposal and give full consideration to all objections and submissions received on the proposal. This report provides the Subcommittee with the opportunity to consider the submission(s) and to make a decision on whether to grant the easement, in order to comply with the requirements of the Act.
- 8.2 The matter of the Ministerial consent is the subject of the other report on the agenda for this meeting.

9 Consideration of Financial or Budgetary Implications

- 9.1 There is little financial cost associated with the decision being sought in this report, which is whether to grant the easement.
- 9.2 The cost to Council of relocating the transmission lines is a separate matter. However, it is in the order of \$300,000, which is a third share of the total cost. Nelson City Council and an adjacent land owner are paying the other two-thirds of the cost. The cost of relocating the transmission lines is in the Annual Plan 2013/2014 budget and is paid for by the Shared Facilities Rate.

10 Significance and Consultation

- 10.1 The decision being sought in this report is of moderate significance for Council, as it will determine the future use of an area of reserve land which is of interest to the public. Due to this public interest, the Reserves Act requires public notification of the easement proposal and, as noted earlier in this report, the public notification process has been undertaken. A decision not to proceed with the proposal could have a financial impact on Transpower, the Councils and the adjacent land owner and an increased impact on electricity consumers if the project ends up being delayed much after the February timeframe.

11 Conclusion

11.1 Council's land at Saxton Field is Recreation Reserve under the Reserves Act and as such the proposed easement needed to be publicly notified prior to Council making a decision, as administering body, on whether to grant the easement. At the time of writing this report only one submission had been received on the proposal and it was in favour of Council granting the easement to enable the transmission lines to be relocated. The relocation of the lines will enable better utilisation of the reserve for recreational uses by allowing the velodrome to be constructed.

12 Next Steps / Timeline

12.1 If Council agrees to grant the easement staff will give final approval to the easement documents to enable Transpower to let a contract in February 2014 to undertake the work to relocate the transmission lines, which is likely to occur during February/March 2014. Once the lines have been relocated it will make way for the velodrome to be constructed.

13 Attachments

- | | | |
|----|-------------------------------|----|
| 1. | Saxton Easement Public Notice | 33 |
| 2. | Submission 1 - Tim Tyler | 35 |



Saxton Easement Notice

The Tasman District Council gives notice of an intention to grant an easement in favour of Transpower to convey electricity, over a portion of Saxton Field under Section 48 of the Reserves Act 1977.

Background:

Currently two sets of 66kv overhead transmission lines cross Saxton Field. Both lines cross undeveloped land south of the new access road. These existing transmission lines are protected under the Electricity Act 1992, so have not needed an easement in the past. It is proposed to consolidate these transmission lines into one, and relocate them. One of the current lines hinders the development of the proposed Cycle Velodrome as pylons are on the preferred location. The main reason for the proposal is to relocate and merge the transmission lines to improve the open space options for future development of Saxton Field.

Aims of the Proposal:

The proposal involves removing both existing transmission lines, and installing one new transmission line. The removal of the existing lines will enhance possibilities for improving and utilising the reserve. The proposal would remove the current transmission line obstacle on the preferred location of the velodrome. The new location moves the transmission line further from neighbouring land proposed for residential development.

New Transmission Line Location:

The majority of the new Transmission line is proposed to be located on parts of the reserve which are not yet developed for recreational use. The new line will run almost parallel to the existing northern line, and exit the reserve behind (east of) the athletics track. It is not considered practical to have the transmission lines underground. The rest of the 66kv network it connects to is a major transmission line above ground. The reason for public notice is due to the new location needing an easement. New easements of this nature are required to be publicly notified. For further details, including a locality plan of the new transmission line, please contact Glenn Thorn, Reserves Officer, on Ph. 03 543 8465.

Written submissions may be sent to Tasman District Council no later than noon on 24 December 2013. They should be:

- Handed to staff at the Customer Service Centre on the Ground Floor of the Tasman District Council building at 189 Queen Street, Richmond
- Posted to the Tasman District Council, Private Bag 4, Richmond 7050
- Faxed to (03) 543 9524
- Emailed to info@tasman.govt.nz
- Submitted online at www.tasman.govt.nz via the public consultation page

Interested parties should note that this notice duplicates one issued by Nelson City Council. This is because parts of Saxton Field are owned by Nelson City Council and others by Tasman District Council, and the transmission lines cross both councils' reserve land

Website Submission - Proposed Saxton Field Transmission Line Easement

Your Contact Details

Title *

Ms

First Name

Tim

Last Name *

Tyler

Address *

7 Surrey Road

Suburb

Town *

Richmond

Postcode *

7020

Daytime Phone Number

Mobile Phone Number

Email Address *

karenandtim@gmail.com

Organisation

Position

Presenting Your Submission

Would you like to present your submission in person at a hearing?

No

If yes, what if your preferred hearing location?

Richmond

Your Submission

Your comments *

Reducing the visual impact of two lines into one new relocated one is very acceptable! Get on with it then!

Attach a file to your submission