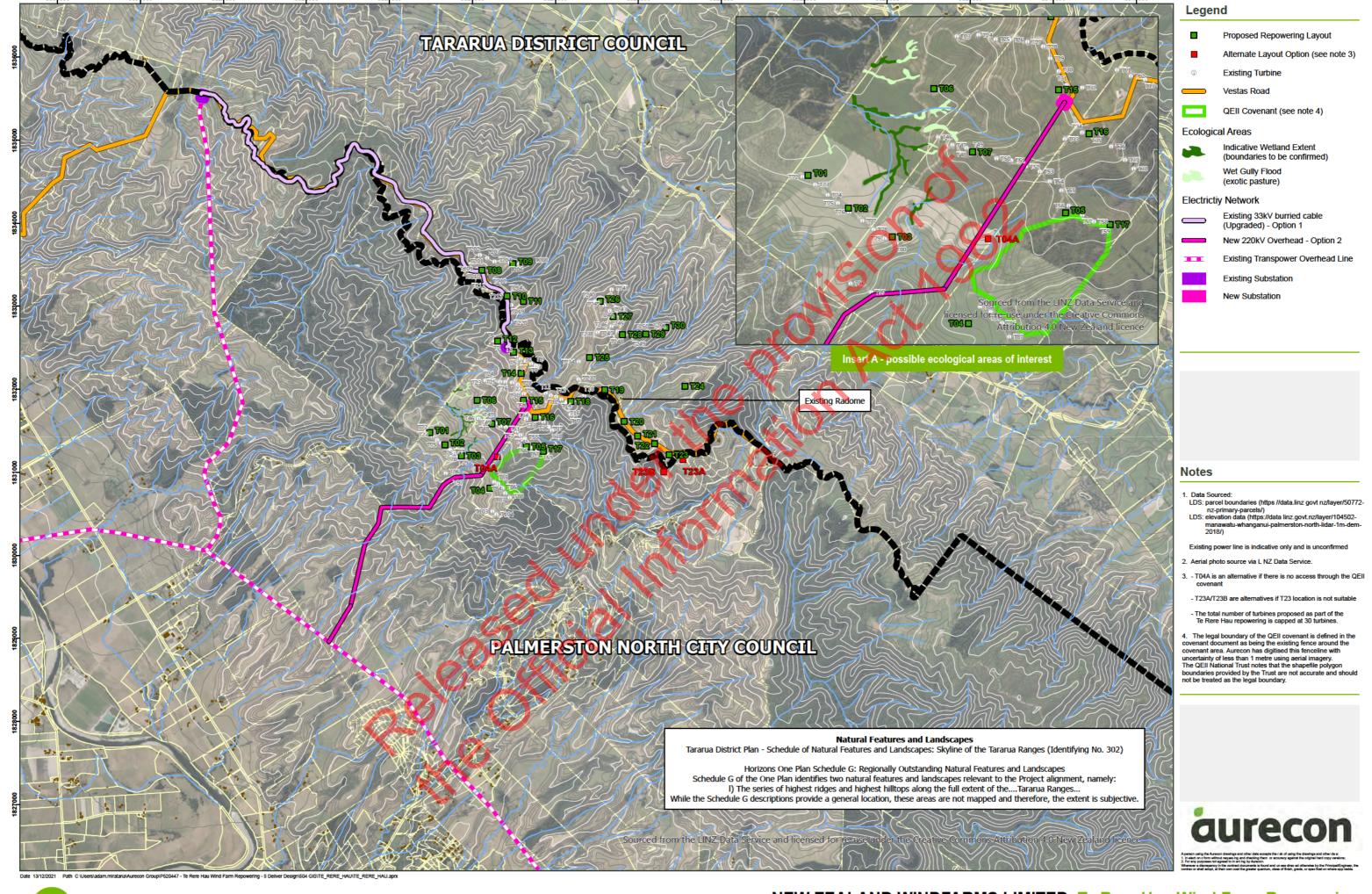


Scale 1:12,500 @ A3

**NEW ZEALAND WINDFARMS LIMITED Te Rere Hau Wind Farm Repowering** 



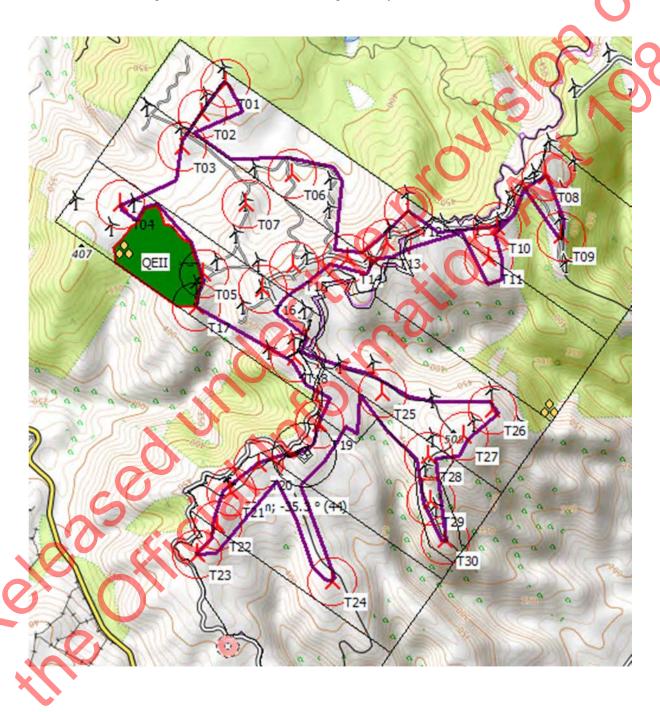
Scale 1:40,000 @ A3

NEW ZEALAND WINDFARMS LIMITED Te Rere Hau Wind Farm Repowering

# Te Rere Hau repowering project

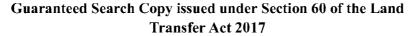
# Turbine micrositing flexibility zone

The turbine micrositing flexibility of 150m (radius of red circles in figure below) is only applicable within the perimeter shown in the figure below as a purple line. This ensures that the movement of the turbines will not change the environmental effects significantly.











Identifier Land Registration District Date Issued WN238/220 Wellington 08 May 1916

## **Prior References**

PR8175 WA 4/52

**Estate** Fee Simple

Area 81.1395 hectares more or less

Legal Description Section 3 Block II Mangahao Survey

District

# Registered Owners

NZWL - TRH Limited

#### Interests

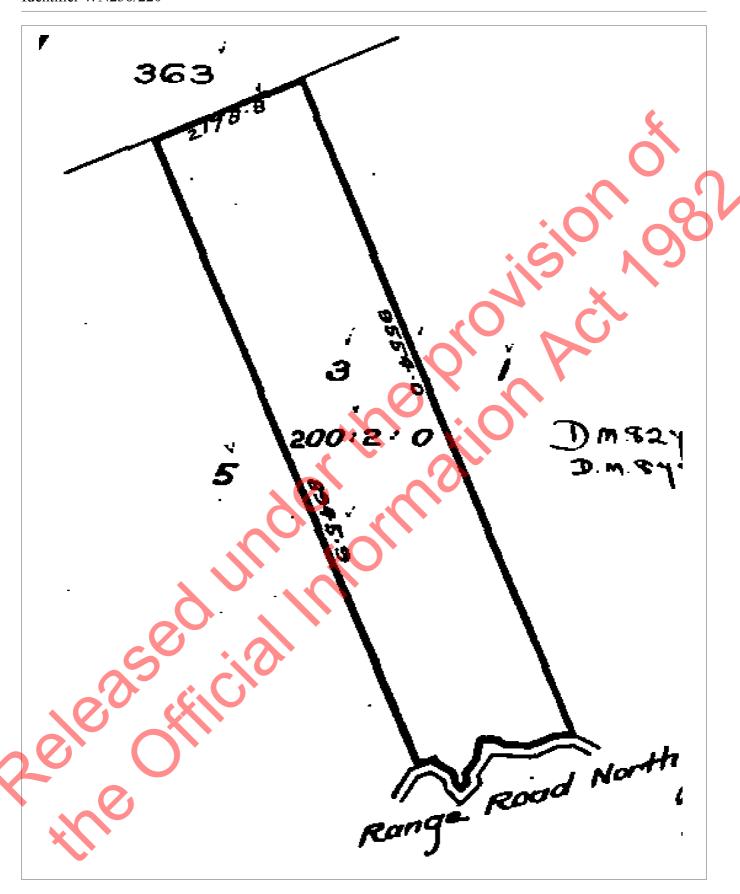
Subject to a right (in gross) to develop windpower in favour of NZ Windfarms Limited created by Easement Instrument 6888949.1 - 1.6.2006 at 9:00 am

Subject to a right (in gross) to convey electricity over within land in favour of (now) NZWL - TRH Limited created by Easement Instrument 8605701.4 - 4.10.2010 at 2:03 pm

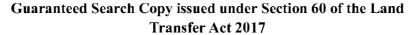
8683927.1 Mortgage to Bank of New Zealand - 20.4.2011 at 11:22 am

Subject to a right (in gross) to convey electricity, telecommunications and computer media over part marked A on DP 519405 in favour of Powerco Limited created by Easement Instrument 11261352.1 - 30.10.2018 at 4:45 pm











Identifier Land Registration District Date Issued WN241/185 Wellington 28 September 1916

## **Prior References**

PR8255 WA 4/62

**Estate** Fee Simple

Area 81.0383 hectares more or less

Legal Description Section 5 Block II Mangahao Survey

District

# Registered Owners

NZWL - TRH Limited

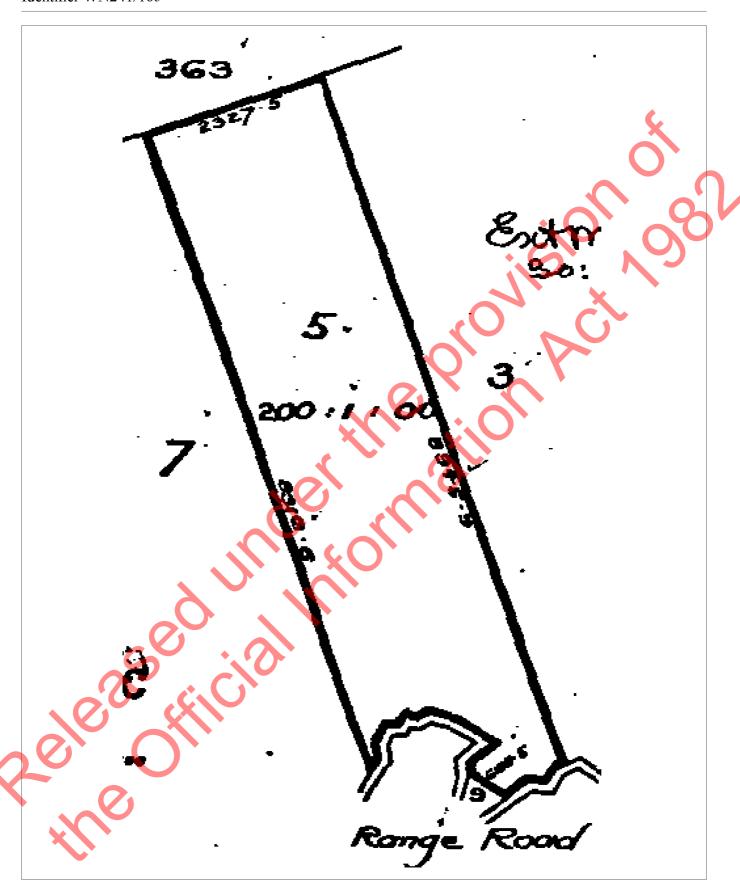
#### Interests

Subject to a right (in gross) to develop windpower in favour of NZ Windfarms Limited created by Easement Instrument 6888949.1 - 1.6.2006 at 9:00 am

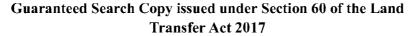
Subject to a right (in gross) to convey electricity over within land in favour of (now) NZWL - TRH Limited created by Easement Instrument 8605701.4 - 4.10.2010 at 2:03 pm

8683927.1 Mortgage to Bank of New Zealand - 20.4.2011 at 11:22 am











Identifier Land Registration District Date Issued WN245/277 Wellington 11 May 1917

## **Prior References**

PR8338 WA 4/68

**Estate** Fee Simple

Area 81.1395 hectares more or less

**Legal Description** Section 7 Block II Mangahao Survey

District

# Registered Owners

NZWL - TRH Limited

#### Interests

6303143.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth The Second National Trust Act 1977 - 7.2.2005 at 9:00 am.

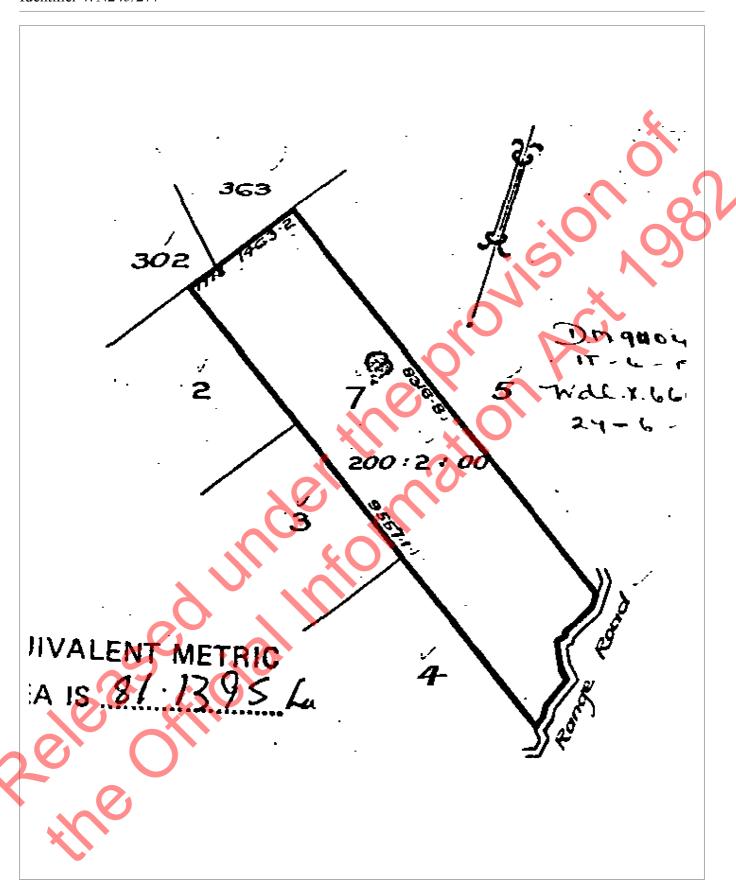
Subject to a right (in gross) to develop windpower in favour of NZ Windfarms Limited created by Easement Instrument 6888949.1 - 1.6.2006 at 9:00 am

Subject to a right (in gross) to convey electricity over part marked D on DP 407629 in favour of Powerco Limited created by Easement Instrument 8461006.1 - 7.4.2010 at 12:13 pm

Subject to a right (in gross) to convey electricity over within land in favour of (now) NZWL - TRH Limited created by Easement Instrument 8605701.4 - 4.10.2010 at 2:03 pm

8683927.1 Mortgage to Bank of New Zealand - 20.4.2011 at 11:22 am

Solo Ollico



Cpy-04/05,Pgs-010,07/02/05,07:52

Copies (inc. original)

OPEN SPACE COVENANT

5/7/434

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

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

AND WHEREAS AEOLIAN PROPERTY COMPANY LIMITED (hereinafter called "the Covenantor") is registered as proprietor of an estate as set out in the Schedule of Land hereto (hereinafter called "the Land") and has agreed to enter into an open space covenant with the Trust for the aim and purpose set forth in the First Schedule hereto

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained THESE PRESENTS WITNESS that in pursuance of the said agreement and by virtue of Section 22 of the Act the Covenantor and the Trust with the intent and so as to bind the Land into whosoever hands the same may come MUTUALLY COVENANT at all times to observe and perform the respective duties and obligations imposed by the restrictions, stipulations and agreements contained in the Schedules hereto to the end and intent that the same shall bind the Land in perpetuity.

## FIRST SCHEDULE

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

- a) To protect and maintain the open space values of the Land.
- b) To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna.
- c) To protect the landscape amenity of the bush on the Land.

## SECOND SCHEDULE

Interpretations, restrictions, stipulations and agreements

- In this Deed unless the context otherwise requires:-
- "Act" means the Queen Elizabeth the Second National Trust Act 1977.
- "Board" means the Board of Directors of the Queen Elizabeth the Second National Trust.
- "Covenantor" means the "Owner" who entered into this covenant with the Trust.
- Chief Executive" means the person appointed under Section 18(1)(a) of the Act.
- "Owner" means the person or persons who from time to time are registered as the proprietor(s) of "the Land".
- "the Land" means the land described in the Schedule of Land and more particularly as shown on the plan annexed to this Deed.

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

In particular, on and in respect of the Land, except with the prior written consent of the Board, or as outlined in the Third Schedule, the Owner shall not:

- (a) Fell, remove, burn or take any native trees, shrubs or plants of any kind
- (b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora, or introduce any substance injurious to plant life except in the control of pest plants.
- (c) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground.
- (d) Construct, erect or allow to be erected, any new buildings or make exterior alterations to existing buildings.
- (e) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind.
- (f) Carry out any prospecting or exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
- (g) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the Land left in a clean and tidy condition.
- (h) Effect a subdivision as defined in the Resource Management Act 1991.
- (i) Allow cattle, sheep, horses, or other livestock to enter, graze, feed or otherwise be present provided, however, that they may graze up to any approved fenceline on the perimeter of the Land.
- 3. In considering any request by the Owner for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work is in accordance with the aim and purpose of the covenant as contained in the First Schedule.
- 4. Except with the prior written consent of the Board, no action shall be taken or thing done, either on the Land or elsewhere, which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh, or any other water resource affecting the Land.
- The Owner shall notify the Trust of any advice received from any authority or company, including a mining company, or other body or person of the intention to erect or lay on or underground utility transmission lines or carry out any prospecting, exploration, mining or quarrying on the Land and shall not signify any concurrence in relation to the proposed work without the written permission of the Board.
- 6.(i) The Owner shall continue to comply with the provisions of the Biosecurity Act 1993 and all amendments thereto provided, however, that the Owner may request assistance from the Trust in carrying out the aforementioned responsibility.
- 6.(ii) That in keeping with the aim and purpose of this covenant as contained in the First Schedule the Owner shall continue to comply with the Wild Animal Control Act 1977 and shall take reasonable measures for the control of wild animals as defined in the Act.

- 7. The Owner shall keep all fences and gates on the boundary of the Land in good order and condition and will accept responsibility for all repairs and replacement except as provided for in Clause 8 herein.
- 8. In respect to access to the Land the Covenantor and the Trust have mutually agreed that:
  - (i) With the prior consent of the Owner, the Trust may through its officers, agents or servants enter upon the Land for the purpose of viewing the state and condition thereof. In applying this condition the Owner shall not arbitrarily or unreasonably withhold consent and should any fence, gate or other improvement on the Land be damaged in the course of the Trust exercising the right of access the Trust shall arrange repair or replacement.
  - (ii) The Owner shall have the sole right to determine whether or not any member of the public may have entry or access to the Land
  - (iii) If any consent or permission is granted under (i) or (ii) of this clause, the Owner may determine conditions of such entry and access including any requirement for the Owner or any occupier of the Land to be indemnified from and against any loss, damage or injury suffered by the Owner or any occupier as a consequence of any person entering onto the Land.
- 9. The Owner may approve the safe use of firearms, traps or poison by any person or persons for the eradication of pest animals on the Land.
- The Owner or the Trust may at any time during the term of this covenant, by mutual agreement;
  - (i) carry out any works or improvements, or
  - (ii) take any action either jointly or individually, or
  - (iii) vary the terms of this covenant to ensure the more appropriate preservation of the Land as an open space in terms of the Act
  - PROVIDED HOWEVER, such agreement is not contrary to the aim and purpose of this covenant as contained in the First Schedule or Section 22A of the Act.
- 11. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Chief Executive and delivered or sent by ordinary post to the last known residential or official address of the Owner or to the solicitor acting on behalf of the Owner.
- 12. If at any time prior to registration of this Deed by the District Land Registrar the Owner desires to sell or otherwise dispose of all or any part of the Land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in the Schedules hereto.
- The Owner shall notify the Trust of any change of ownership or control of all or any part of the Land, and shall supply the Trust with the name and address of the new owner.
  - Nothing in these presents hereinbefore contained shall be deemed to render the Covenantor personally liable for any breach of these covenants and conditions committed after the Covenantor shall have ceased to be the Owner.

# THIRD SCHEDULE

1. The Owner may continue to use and maintain the existing vehicle and stock access track on the Land PROVIDED THAT stock are not permitted to loiter, graze or damage the understorey of the bush.

# SCHEDULE OF LAND

Land Registry:

WELLINGTON

Estate:

Fee Simple

Area:

19.3000 hectares

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

Part Section 7 Block II

Mangahao Survey District

Part Certificate of Title:

WN245/277

IN WITNESS WHEREOF this memorandum has been executed	
this 9th day of January 2004	C
<b>V</b>	
as Covenantor by:	
AEOLIAN PROPERTY COMPANY J.IMITED s 9(2)(a)	
	4
	OV
THE COMMON SEAL of the QUEEN	
THE STATE OF	
TRUST was hereto affixed in the	
TRUST was noticed attacks in	
presence of:	(21)
Chairmann 18	1211
Chairperson	
Die Certinal	القيّا/
Director 15. 6, Geselfer.	V//
Chief Executive Common SEN	1
CITIET EXCELLIVE	

## **OPEN SPACE COVENANT**

Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977. Correct for the purposes of the Land Transfer Act.

# AEOLIAN PROPERTY COMPANY LIMITED

Covenantor

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

AND

THE QUEEN ELIZABETH THE SECOND NATIONAL TRUST



# QUEEN ELIZABETH II NATIONAL TRUST

Open Space Covenant within Section 7 Block II

Mangahao Survey District Wellington Land District Covenant no. 434

to Section 22 (8) of the Queen Elizabeth Certified for Covenant Purposes subject the Second National Trust Act 1977 Chief Executive Approved .



National Trust For open space in New Zealand

17,1,2005

for SURVEYOR-GENERAL

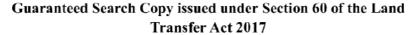
ection boundary ovenant boundary ence line

APPROVED (22-4)

Date of photo 7 September 2004 Approximate scale 1:2,000 Topomap reference Sheet T24 Palmerston North City

Licensed Surveyor







Identifier Land Registration District Date Issued 458987 Wellington 11 December 2008

#### **Prior References**

458986 WN42C/720

Estate Fee Simple

Area 80.3224 hectares more or less

Legal Description Section 2 Block II and Section 10 Block II

Mangahao Survey District

Registered Owners

Interests

Subject to Part IVA Conservation Act 1987 (affects Section 10)

Subject to Section 11 Crown Minerals Act 1991(affects Section 10)

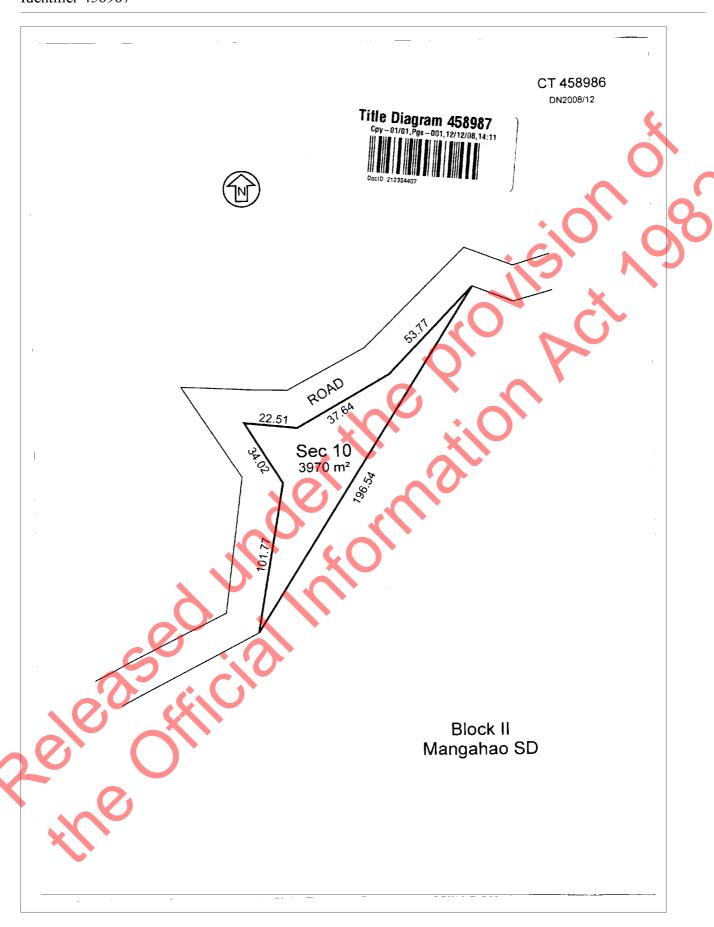
Subject to a right (in gross) to develop windpower over the within land in favour of NZWL-TRH Limited created by Easement Instrument 8483590.1 - 3.5.2010 at 2:44 pm

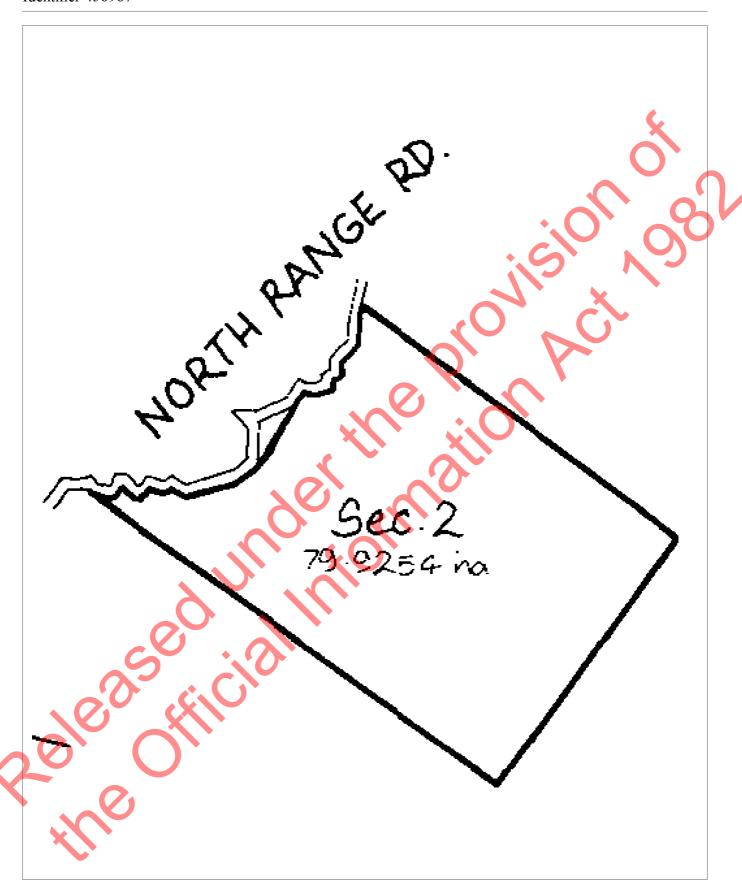
Subject to a right to convey electricity (in gross) over the within land in favour of (now) NZWL - TRH Limited created by Easement Instrument 8628113.2 - 2.11.2010 at 3:08 pm

Subject to a right to convey electricity (in gross) over part Section 2 Block II Mangahao Survey District marked D, F & G and over part Section 10 Block II Mangahao Survey District marked E on DP 434195 in favour of (now) NZWL - TRH Limited created by Easement Instrument 8744174.1 - 15.4.2011 at 9:43 am

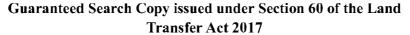
9099166.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 21.6.2012 at 11:06 am (affects Section 2 Block II Mangahao Survey District)

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Identifier Land Registration District Date Issued WN23C/569 Wellington 15 November 1983

## **Prior References**

WN599/264

**Estate** Fee Simple

**Area** 79.1160 hectares more or less

Legal Description Section 4 Block II Mangahao Survey

District

# **Registered Owners**Glen Ridge Limited

#### Interests

Subject to Section 8 Mining Act 1971

Subject to Section 5 Coal Mines Act 1979

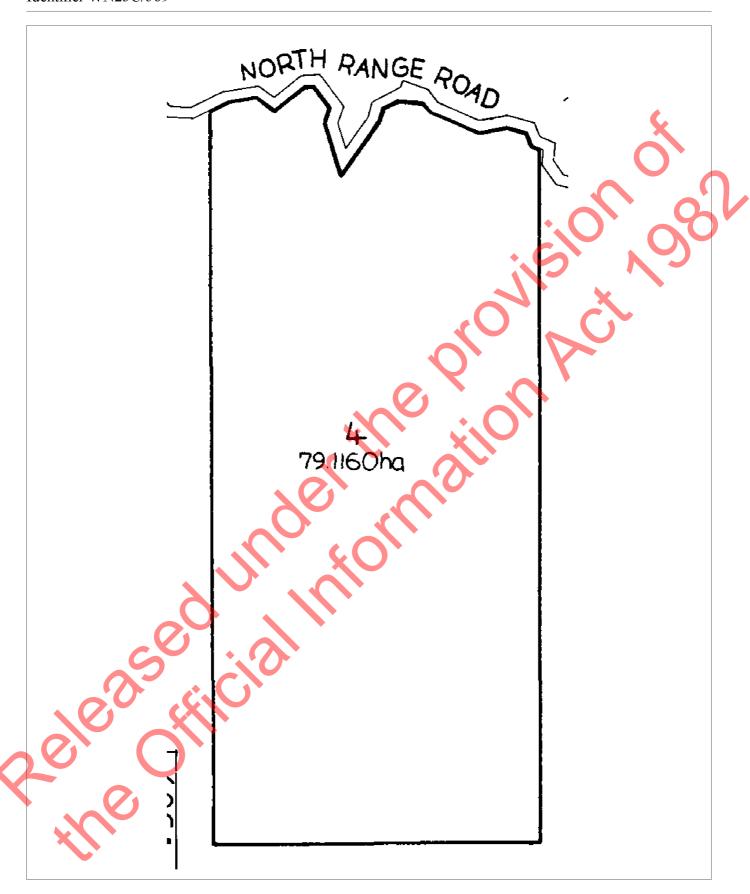
Subject to a right (in gross) to develop windpower over the within land in favour of NZWL - TRH Limited created by Easement Instrument 8507479.1 - 6.8.2010 at 3:09 pm

Subject to a right (in gross) to convey electricity over the within land in favour of (now) NZWL - TRH Limited created by Easement Instrument 8570327.1 - 17.8.2010 at 11:21 am

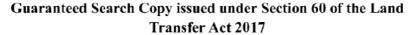
Subject to a right (in gross) to convey electricity over part marked H on DP 434195 in favour of (now) NZWL-TRH Limited created by Easement Instrument 8840210.2 - 16.8.2011 at 2:24 pm

8902396.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 1.11.2011 at 10:13 am

56/60/ki/c/









Identifier
Land Registration District
Date Issued

WN25B/416 Wellington

#### **Prior References**

WNC1/21

Estate Fee Simple

Area 81.1395 hectares more or less

Legal Description Section 6 Block II Mangahao Survey

District

## Registered Owners

s 9(2)(a)

#### Interests

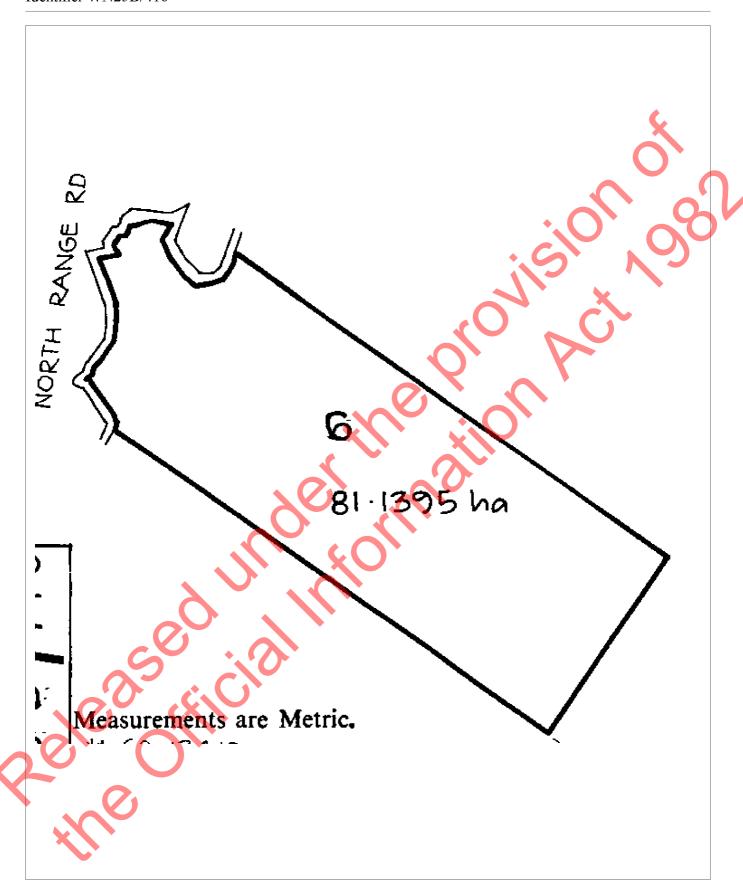
Subject to Section 8 Mining Act 1971

Subject to Section 5 Coal Mines Act 1979

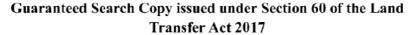
Subject to a right (in gross) to develop windpower over within land in favour of NZWL-TRH Limited created by Easement Instrument 8519095.1 - 15.6.2010 at 9:10 am

Subject to a right (in gross) to convey electricity over the within land in favour of (now) NZWL - TRH Limited created by Easement Instrument 8567322.1 - 12.8.2010 at 1:35 pm











Identifier
Land Registration District
Date Issued

WN36B/480 Wellington 03 April 1990

#### **Prior References**

WN24A/438

Estate Fee Simple

Area 80.6633 hectares more or less

Legal Description Part Section 1 Block XIX Mangahao

Survey District

Registered Owners

s 9(2)(a)

## Interests

Subject to Section 8 Mining Act 1971

Subject to Section 5 Coal Mines Act 1979

B747636.5 Mortgage to Rabo Wrightson Finance Limited - 5.10.1999 at 9.01 am

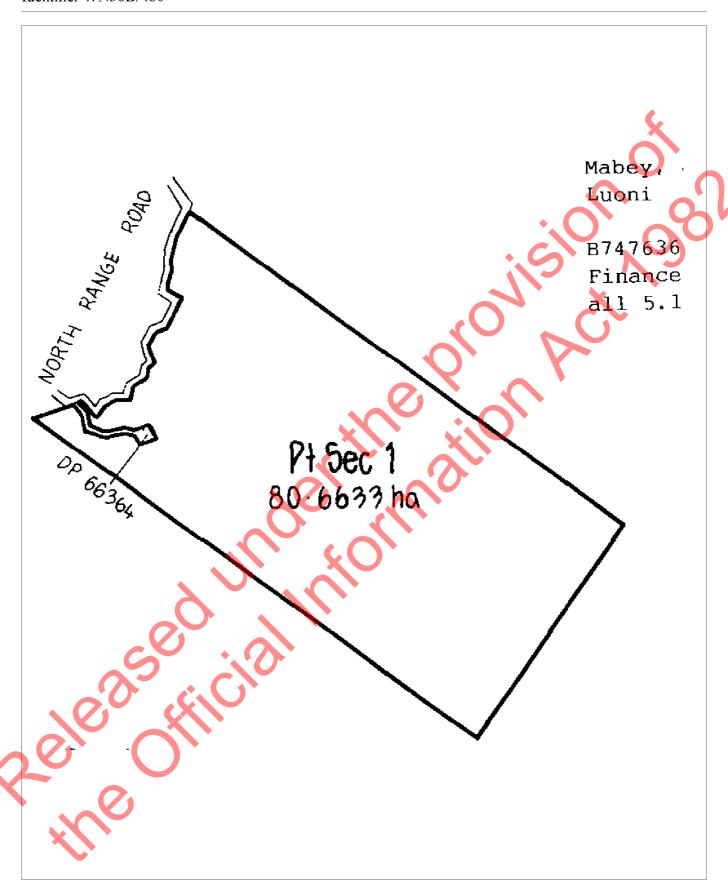
7720214.1 Variation of Mortgage B747636.5 - 20.2,2008 at 9:00 am

Subject to a right (in gross) to convey electricity over part marked A and C on DP 407629 in favour of Powerco Limited created by Easement Instrument 8478152.1 - 27.4.2010 at 10:28 am

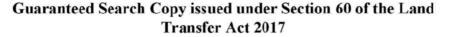
Subject to a right (in gross) to develop windpower over part A on DP 432861 in favour of NZWL-TRH Limited created by Easement Instrument 8563094.1 - 19.8.2010 at 11:01 am

Subject to a right (in gross) to convey electricity over part marked A on DP 432861 in favour of (now) NZWL-TRII Limited created by Easement Instrument 8567306.1 - 19.8.2010 at 11:40 am

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Identifier Land Registration District Wellington Date Issued

990255 18 March 2021

#### Prior References

618212

Fee Simple Estate

Area 329.3420 hectares more or less

Legal Description Lot 1 Deposited Plan 464929 and Section

2 Survey Office Plan 556274

Registered Owners s 9(2)(a)

## Interests

516880 Subject to reservations as to coal, gold and silver (affects Section 2 SO 556274)

7091712.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth The Second National Trust Act 1977 -31.10.2006 at 9:00 am (affects Section 2 SO 556274)

7091721.1 Open Space Covenant pursuant to Section 22 Queen Elizabeth The Second National Trust Act 1977 -31.10.2006 at 9:00 am (affects Section 2 SO 556274)

Appurtenant to Lot 1 DP 464929 is a right of way and a right to convey electricity created by Easement Instrument 8690824.4 - 21.3.2011 at 2:24 pm

The easements created by Easement Instrument 8690824.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 8860795.1 - 14.9.2011 at 11:44 am (affects Lot 1 DP 464929)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 464929)

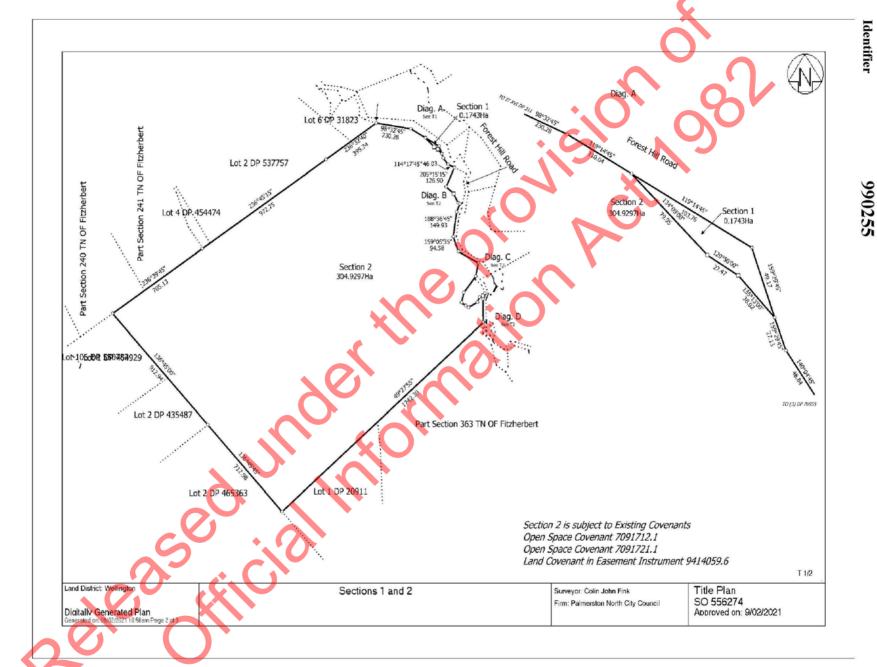
Land Covenant in Easement Instrument 9414059.6 - 9.7.2013 at 1:57 pm

9414059.7 Mortgage to Rabobank New Zealand Limited - 9.7.2013 at 1:57 pm

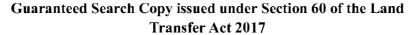
Identifier

990255











Identifier Land Registration District Date Issued WN242/282 Wellington 22 December 1916

## **Prior References**

PR8295 WA 4/66

**Estate** Fee Simple

Area 81.1395 hectares more or less

Legal Description Section 7 Block XIX Mangahao Survey

District

#### **Registered Owners**

Windy Willows Farmstead Limited

#### Interests

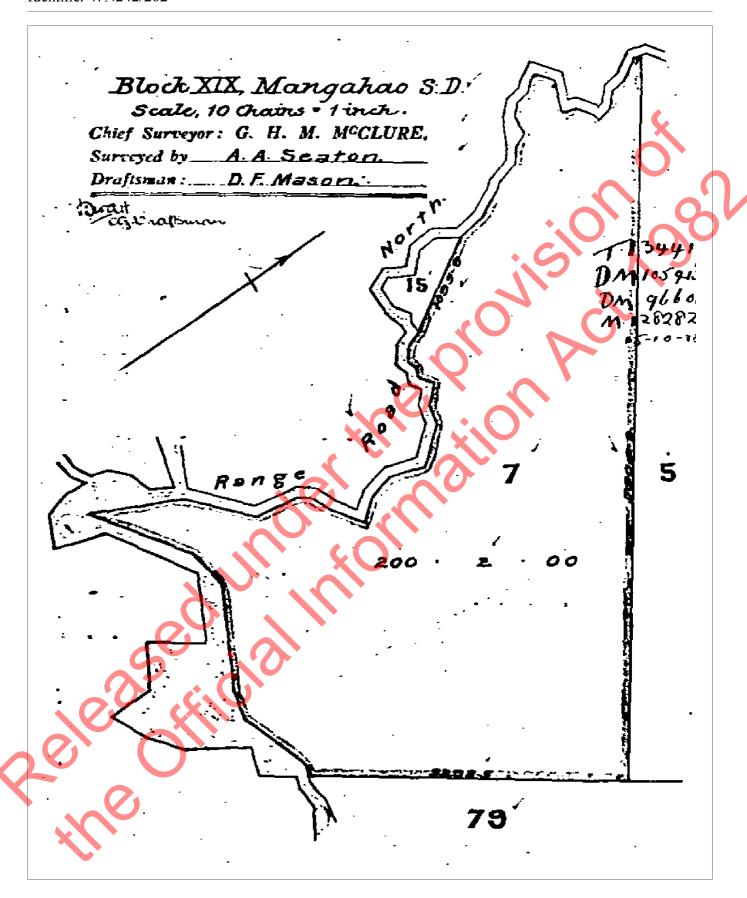
8177586.1 CAVEAT BY MIGHTY RIVER POWER LIMITED - 27.5.2009 at 11:35 am

10424900.4 Mortgage to Bank of New Zealand - 31.5.2016 at 3:28 pm

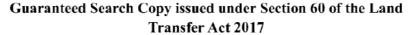
10685351.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 24.1.2017 at 5:15 pm

Transaction 1d

Guaranteed Search Copy Dated 1/11/21 9:01 am, Page 1 of 2 Register Only









Identifier Land Registration District Date Issued WN24C/429 Wellington 15 June 1983

## **Prior References**

WN8D/365

Estate Fee Simple

Area 81.1395 hectares more or less

Legal Description Section 5 Block XIX Mangahao Survey

District

## Registered Owners

s 9(2)(a)

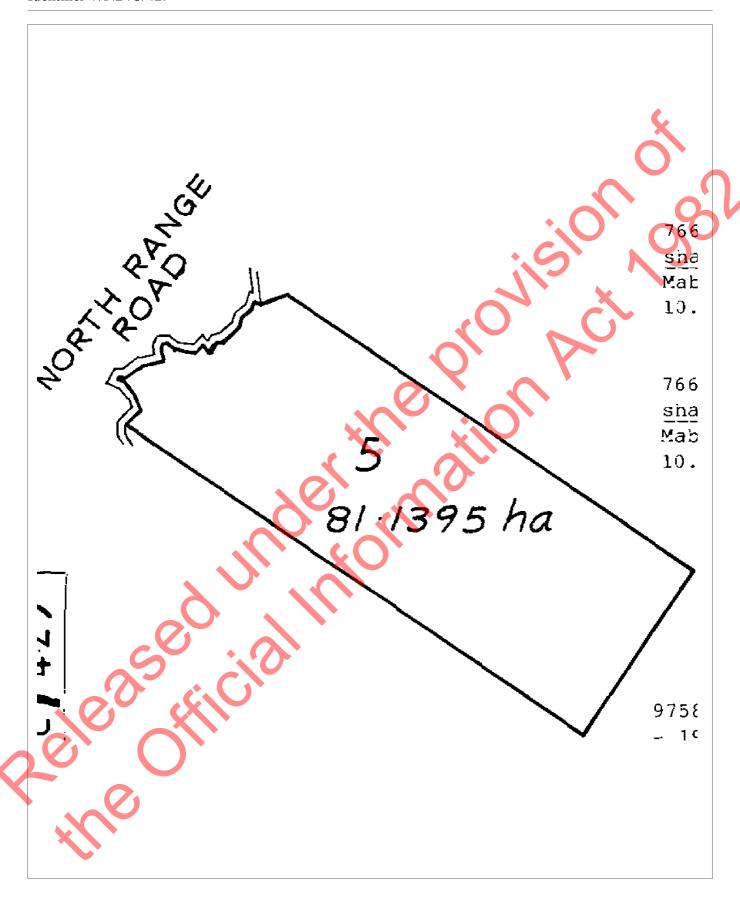
## Interests

Subject to Section 8 Mining Act 1971 Subject to Section 5 Coal Mines Act 1979

B747636.5 Mortgage to Rabo Wrightson Finance Limited - 5.10.1999 at 9.01 am

7720214.1 Variation of Mortgage B747636.5 - 20.2.2008 at 9:00 am

Transaction 1d



Client Reference: 520447 - Te Rere Hau Wind Farm



# RECORD OF TITLE **UNDER LAND TRANSFER ACT 2017 FREEHOLD**

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017



Identifier Land Registration District Wellington Date Issued

WN46C/217 22 December 1994

#### Prior References

GN B412367.1 WN20D/542

Fee Simple Estate

172.1279 hectares more or less Area

Legal Description Part Section 3-4 and Part Section 6 Block

XIX Mangahao Survey District, Section 2 Survey Office Plan 30592 and Section 2-3

Survey Office Plan 30593

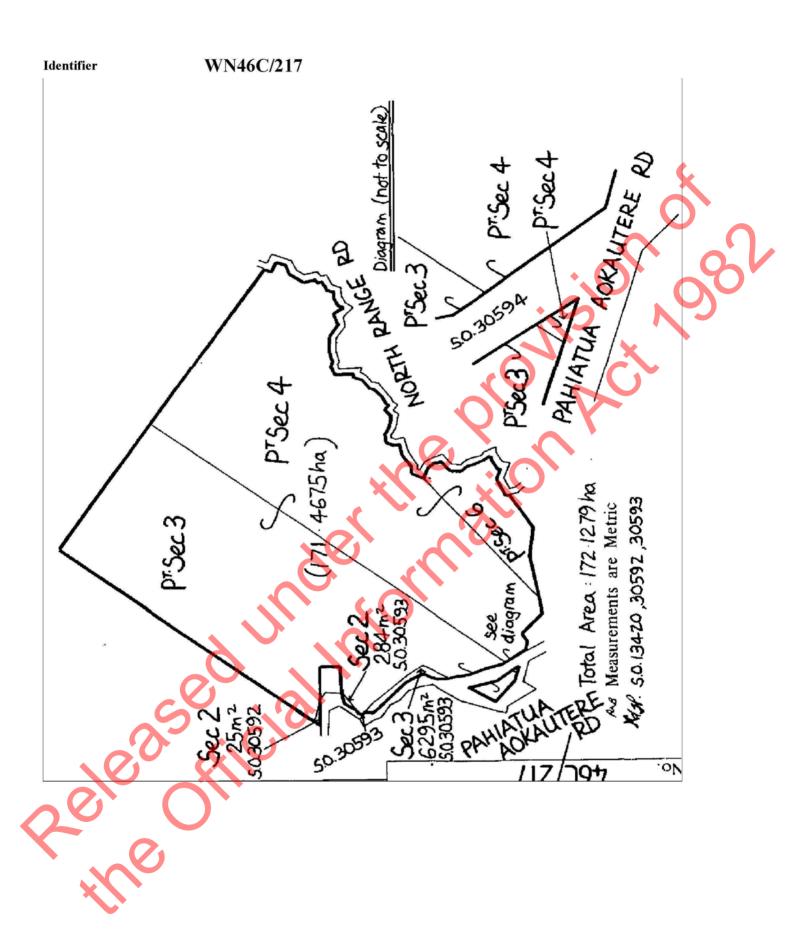


#### Interests

Appurtenant hereto is a right of way created by Transfer 481559 (affects part Sections 3,4 and 6 Block XIX Mangahao Survey District)

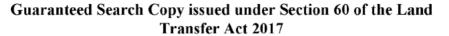
8895583.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 21.10.2011 at 11:59 am (Affects Part Sections 3, 4 and 6 Block XIX Mangahao Survey District)







# RECORD OF TITLE **UNDER LAND TRANSFER ACT 2017 FREEHOLD**





**Identifier** Land Registration District Wellington Date Issued

WN46D/248 10 June 1996

#### Prior References

WN46C/665

Fee Simple Estate

Area 23.5196 hectares more or less

Legal Description Part Lot 1 Deposited Plan 51393 and

Section 1 Survey Office Plan 30595 and Part Section 1 Survey Office Plan 30596

### Interests

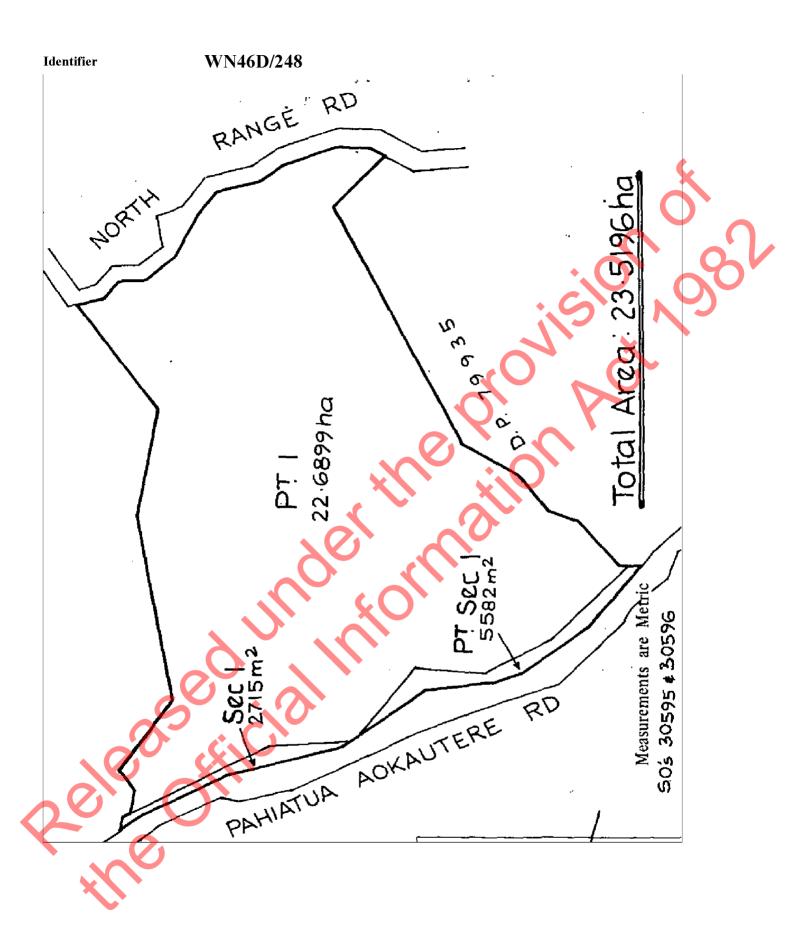
Appurtenant hereto is a right of way created by Transfer 481559

Appurtenant hereto are electricity rights specified in Easement Certificate B522252.2 - 10.6.1996 at 9.01 am (affects part Lot 1 DP 51393)

Appurtenant hereto are electricity rights created by Transfer B522252.3 - 10.6.1996 at 9.01 am (affects part Lot 1 DP 51393)

8177586.2 CAVEAT BY MIGHTY RIVER POWER LIMITED - 27.5.2009 at 11:35 am

8895583.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 21.10.2011 at 11:59 am (Affects Part Lot 1 DP 51393)



### APPENDIX C PART II AND III - ADDITIONAL TEXT

## **PART II: PROJECT LOCATION**

## Registered legal land owner(s)

NZ Windfarms are the registered legal landowners of:

- Section 3 of Block II Mangahao Survey District in Record of Title WN238/220 Turbines T01, T02, T06, T12, T13
- Section 5 of Block II Mangahao Survey District in Record of Title WN241/185 Turbines T03, T07, T14, T15 (and alternative Turbine T04A)
- Section 7 of Block II Mangahao Survey District in Record of Title WN245/277 Turbines T04, T05, T16, T17, T18

NZ Windfarms have wind right agreements with the following legal landowners for both the existing wind turbines and the continued use of their land for the proposed repowering project:

- s 9(2)(a) : Section 2 Block II Mangahao Survey
   District in Record of Title 45898 / in relation to turbines T08, T09, T10
- s 9(2)(a) Section 6 Block II Mangahao Survey District in Record of Title WN25B-416 – in relation to turbines T25, T26, T27
- s 9(2)(a) Part Section 1 Block XIX
   Mangahao Survey District in Record of Title WN36B-480 In relation to turbines T19, T28, T29, T30
- Glen Ridge Limited: Section 4 Block II Mangahao Survey District in Record of Title WN23C-569 – in relation to turbine T11

NZ Windfarms have been engaging with the following legal landowners about the prospective use of their land for the proposed repowering project:

- s 9(2)(a) Section 5 Block XIX
   Mangahao Survey District in Record of Title WN24C/429 s 9(2)(a) property) in relation to turbines T20, T21, T22, T24
- Windy Willows Farmstead Limited: Section 7 Block XIX Mangahao Survey District in Record of Title WN242/282 (Windy Willows property)

  — in relation to turbine T23
- s 9(2)(a) ): Part Lot 1 DP 51393 in Record of Title WN46D/248 – in relation to alternative Turbine T23A, discussed under 'Options' in Part III
- s 9(2)(a)
   Part Section 6 Block XIX Mangahao
   Survey District in Record of Title WN46C/217 in relation to alternative Turbine T23B, discussed under 'Options' in Part III)
- s 9(2)(a) Section 2
  Survey Office Plan 556274 in Record of Title 990255 (s 9(2)(a) property) (preferred network connection option, discussed under 'Options' in Part III)
- Ernslaw One Limited: Part Section 363 Town of Fitzherbert in Record of Title WN897/82 (Ernslaw property) (preferred network connection option, discussed under 'Options' in Part III)

## Applicant's legal interest in site

NZWL - TRH Limited (NZ Windfarms) is the legal landowner of three of the land parcels that the Project covers and therefore has partial control over the current and future development of this land, subject to securing all necessary resource consent approvals for such development. The existing wind farm has land agreements in place over four other land parcels for existing turbines that are located on those properties. The existing wind rights land agreements extend out until circa 2050. The Project will require an updated agreement with those landowners.

The existing wind rights land agreements extend out until circa 2050. NZ Windfarms has made substantial progress in updating the wind right agreements. The land owner of the parcel where the majority of the Project is proposed (the  $\frac{s}{9}$   $\frac{9(2)(a)}{a}$  property) has signed a new wind options agreement to facilitate the Project. There is also a conditional sale and purchase agreement with  $\frac{s}{9}$   $\frac{9(2)(a)}{a}$  which NZ Windfarms is anticipating will go unconditional in the near future. The only properties which are yet to be confirmed are the Windy Willows property and the

s 9(2)(a) property. However, these properties relate to the location of one turbine (T29). If for some reason agreement cannot be reached with either party, NZ Windfarms would subsequently proceed with a 29-turbine scheme.

NZ Windfarms will also require up to four new agreements with landowners to cover the remaining turbines or network connection where it crosses their land.

In addition, the proposed alternative national grid option (referred to as Option 2 in this referral application) will involve work on two additional land parcels (i.e. the \$9(2)(a) and Ernslaw properties). The need for these land parcels is therefore subject to confirmation of the preferred connection option, however, both landowners have been supportive in principle to the proposed connection route and land options are currently being progressed.

The eight additional property titles (e.g. land that is not utilised by the existing wind farm) have been checked for rights and interests registered in order to increase the confidence that the Applicant will be able to undertake the work required for the Project. From the eight new titles, there are the following aspects to note:

- Windy Willows property: has a Caveat by Mighty River Power Limited (now Mercury). This
  relates to an agreed encumbrance regarding Environmental Effects of Turitea Wind Farm
  Project, dated 20 April 2009.
- s 9(2)(a): Part Lot 1 DP 51393 has a Caveat by Mighty River Power Limited (now inherited by Mercury). This relates to an agreed encumbrance regarding Environmental Effects of Turitea Wind Farm Project, dated 20 April 2009).

Engagement has occurred with all landowners and agreements will be written up once the options become confirmed. The number of legal landowners which require an agreement will therefore be less than the total number referred to above once the preferred layout is confirmed.

Including the alternative options within the proposed layout enables NZ Windfarms to be confident that the 30-turbine scheme is deliverable. The options presented are discussed in more detail in Part III and only relate to the placement of one turbine and a grid connection option. Negotiations with landowners are well advanced and most of the owners have existing agreements in place for the current windfarm. All landowners with existing agreements have agreed in principle to the preferred layout. NZ Windfarms is currently in discussions with the two landowners with whom we do not yet have an existing wind right agreement (Windy Willows and the s 9(2)(a) ). NZ Windfarms are confident that they will be able to secure the necessary land agreements to undertake the Project if a referral is granted, and before an application for resource consents is lodged.

#### **PART III: PROJECT DETAILS**

## **Options**

In order to ensure that the Project is deliverable, there are three areas where the project is presenting alternative options. These alternatives relate to a small number of turbines, the internal roading network (triggered by alternative turbine locations), and the grid network connections. These options are indicated on the site plan attached in Appendix A. These options will only be used in the event that a particular aspect of the preferred layout has an issue that cannot be resolved.

The options presented in this referral form demonstrate that if a certain element of the preferred layout is not able to be constructed, then there are alternative(s) that are feasible, which have all been considered by the relevant environmental specialists advising NZ Windfarms.

#### Turbine layout

The turbine layout includes alternative turbine locations for two turbines (identified as the turbines in 'red' in the proposed site plan in Appendix A and numbered T04A; T23A, and T23B).

#### T04 / T04A

T04 is NZ Windfarms preferred turbine location. T04A has been selected as the alternative turbine location if T04 is unable to be used due to potential access constraints to this site. The only feasible access route for the construction of T04 is via an existing track which runs through a Queen Elizabeth II National Trust (**QEII**) covenanted block (COV 6303143.1). As the new turbine components are significantly larger than the existing turbines used on site, it is anticipated that further road widening, vegetation trimming and potentially some clearance of the QEII covenanted area be required to provide access. The effects of this access work may not be resolvable with the affected party.

If access is not feasible through the QEII block, or the alternative access option noted below (under Roading) is not pursued, T04A will be utilised instead of the T04 location, as T04A is able to be accessed relatively easily and the site has no adverse effects on the QEII block. T04 has access to a better wind resource, hence the applicants desire to persevere with negotiations with affected parties and/or bypass road planning.

#### T23 / T23A or T23B

T23 is located on land owned by Windy Willows and is the preferred option. As noted above, NZ Windfarms is currently in negotiations for the use of this land. If this land is not able to be used, then NZ Windfarms is proposing either turbine T23A or T23B (both on land owned by \$ 9(2)(a) family). The \$ 9(2)(a) Family are supportive of the repower and are just finalising the wind options agreement with NZ Windfarms.

As detailed in the project description above, the Project is capped at 30 turbines. Alternative turbine locations (as shown and described above) will only be progressed in the event that the preferred turbines are not able to be constructed. NZ Windfarms anticipates being in a position to confirm all turbine locations following the Minister making a decision on the referral and prior to an application being lodged with the Environmental Protection Authority (**EPA**).

# Roading

#### T04 / T04A

There are two roading alternatives, specifically:

- Road C2 Alternative 1
  - This road may be required to reach the T04 position. This internal roading option bypasses the QEII covenanted block and therefore avoids any adverse effect on the affected party's interests. The alternative access road option to T04 has geotechnical challenges that may prevail. If they cannot be overcome, then T04A will become the preferred site.
- Road C2 Alternative 2
  - This road may be required to reach the T04A position if Turbine T04 cannot be constructed because access becomes constrained.

The preference is to use the existing road within the QEII covenanted land. The two options identified above have additional cost, lesser wind generation and there are additional environmental effects associated (due to the amount of earthworks and additional rule triggers from the need for stream diversion and longer culverts).

#### T23 / T23A or T23B

T23 is located on the Windy Willows property and is the preferred turbine location as it has good roading access through the Vestas haul road (the primary internal road). However, if property access cannot be secured on Windy Willows property either T23A or T23B will be the alternate turbine sites considered. T23A and T23B are located on the Chamoves properties. Access will branch off the Vestas haul road. The indicative roading layout, including options, is shown in the Proposed Internal Road Layout in Appendix A of the Supplementary Information Pack.

## **Grid Connection Options**

Grid Connection Options NZ Windfarms is currently exploring two options for grid connection to Transpower New Zealand Limited (Transpower) infrastructure.

Option 1 – Proposed preferred use of existing connection route Option 1 includes re-rating of the existing overhead 220 kV spur line between the Tararua Wind Central (TWC) Substation and the Transpower 220 kV Bunnythorpe to Linton double circuit line. Through a series of measures which may include conductor re-tensioning and variable line rating, the existing line may be reused. Additional 33 kV equipment will be required between the existing wind farm collector substation (located on Te Rere Hau wind farm) and the TWC (T3) substation (located on the neighbouring Tararua 3 Wind Farm). Twin 33kV interconnect cables connect the collector substation and the TWC (T3) substation. This is how the existing generation is exported to the national grid. 33 kV underground interconnect cable capacity will be laid near existing cables utilising current property easements. In addition, new 33 kV indoor metal clad switchgear will be required at the wind farm collector substation which will marginally increase the footprint of the existing structure.

Option 2 – Proposed alternative 220kV overhead connection Option 2 is a new connection to Transpower's existing double circuit 220 kV Bunnythorpe to Linton line via a hard tee. The connection is anticipated to be a single circuit pole line contouring the western slope of the range from the wind farm where a new 220/33 kV substation and transformer is located between repowering turbines T15 and T16. This proposed route would run through the Whitelock and Ernslaw properties before entering the NZ Windfarms owned land.

These two options are presented in the plans provided in Appendix A of the Supplementary Information Pack. Discussions with Transpower have confirmed that both of the options are feasible and that there is a pathway for each option (including confirming the necessary approvals should these be required). Further information on NZ Windfarms engagement with Transpower is contained within **Appendix F** (email correspondence from Vanessa Head, dated 3 December 2021).

#### Consenting history

The existing Te Rere Hau wind farm has the following resource consents:

- Land use consent from Palmerston North City Council, for 97 turbines, which
  was granted in 2005 (File No: N21/PLN). The noise conditions of this consent
  were updated via a s.128 review process in 2018 (refer to Track Record
  section below)
- Land use consent from Tararua District Council for a further 56 turbines (on the eastern side) was consented in 2010 (File No: 12003.030)
- Regional discharge consents associated with the eastern extension from Manawatū-Wanganui Regional Council (Application Numbers 104952, 104950, 104951, 104952).



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