

Our Ref A5558709

Date: 25/09/2023

Andrew and Karen Simpson (as applicant and lessee)



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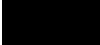
Attention: Andy Perry

Email:



## **NOTICE OF DECISION OF COMMISSIONER OF CROWN LANDS**

With regard to the application for an easement in gross over Balmoral Tekapo pastoral lease, processed in accordance with Schedule 1AA, clause 4 of the Crown Pastoral Land Act 1998, which requires the Commissioner of Crown Lands to deal with the application as if the amendment Act had not been enacted. The Commissioner of Crown Lands has made the following decision on 20/09/2023:

1. Under the provisions of section 60(1) Land Act 1948 to **grant** an easement in gross in favour of Andrew William Simpson and Karen Frances Simpson over that part of Balmoral Tekapo pastoral lease shown on Plan 1 attached (outlined in red, excluding any legal roads or areas outside the pastoral lease) on the terms set out in the easement document attached subject to the following conditions:
  1. The easement to be granted in perpetuity.
  2. The activities permitted by the easement are in accordance with the plans attached.
  3. The payment of a consideration of  plus GST per annum to the Commissioner with the first payment due within one month of execution of the deed of easement and annually thereafter, reviewable every five years, or if the easement is transferred and sub-licenced based on a market assessment by a Registered Valuer. The reviewed fee to be no less than the fee applied when the easement was granted.
  4. The two wetlands and a minimum 20 m margin being excluded from development (refer to Plan 2 shown in orange hatch shading).
  5. Follow the proposed layout as depicted in Plan 2 keeping rows of panels spaced at 10.6 m centres minimum.
  6. Sheep grazing to continue throughout the solar array development area to reduce exotic grasses.
  7. Control of any wilding conifers in the solar array development area.

8. That any machinery used to undertake works within the easement area is free of pest weeds and any disturbed soil is reinstated and rehabilitated progressively post construction in a timely manner to avoid any potential soil erosion or views of bare soil.
9. Where possible, existing shelter belt trees are to be retained at all times (aside from access crossing points) and existing gaps re-planted with like species as soon as practical. If the trees are destroyed by an unforeseen natural weather or fire event, they are to be replanted as soon as possible to ensure the solar array remains screened. The prior approval from the Commissioner of Crown Lands must be sought for any proposed shelter belt removal and or replanting.
10. An annual programme of vegetation monitoring by the grantee is to be undertaken by a suitably qualified ecologist with a focus on threatened plant species to understand the effects of introducing shade to fescue tussock land and provide this information to LINZ.
11. Limit disposition of spoil on adjacent areas during construction.
12. The solar array infrastructure proposed for painting, including gates and fences shall be painted in non-reflective, natural colour schemes including browns, greens and greys that will blend with the surrounding landscape.
13. That any proposed invertebrate survey and ecological monitoring and enhancement plan is formalised and the information is provided to LINZ.
14. The easement Deed document being amended in accordance with the tracked changes in the attached document plus as follows:

Clause 1 – We note there is a typo in the heading for Clause 1.

Clause 1.1 – Definitions: The “P” number for Balmoral is Pt021 (see definition of pastoral lease).

Clause 2.2(f) – Should have the words “*as shown on the attached plan*” added after “Easement Area”.

Clause 2.2(l) – Should have the words “*provided the prior consent is obtained from the Grantor, such consent not to be unreasonably withheld*” at the end of the subclause.

Clause 2.2(m) – Should have the words “*provided the prior consent is obtained from the Grantor, such consent not to be unreasonably withheld*” at the end of the subclause.

Clause 3.1 – Consideration: The consideration of [REDACTED] per annum is to be included.

Clause 3.2 – Consideration: The payment provisions to be amended to: *The rental for the first year of the easement is to be paid to the Commissioner of Crown Lands without demand within 20 working days of the execution of this Deed and annually thereafter.*

Clause 12.1 – Change the wording in blue and underlined after the word “sub-licensee” (2nd sentence) to read: *with the prior written consent of the Grantor, to be considered at the time and without predetermination.*

Clause 12.2 – Change the wording in blue and underlined after the word “Deed” (2nd sentence) to read: *with the prior written consent of the Grantor, to be considered at the time and without predetermination.*

2. Reasons for decision: The Commissioner of Crown Lands has determined that it would be appropriate to grant an easement in gross to Andrew and Karen Simpson to establish and operate a solar array for the generation and distribution of electricity. The solar array is within a modified and developed part of the pastoral lease where wetland values will be fenced off and protected. Ongoing monitoring of the effects of solar array panel shading on fescue tussock grassland species will be undertaken by an ecologist and the information provided to LINZ. The additional income stream from the easement will assist with ongoing wilding tree and rabbit control within the easement area and other areas of the lease.

The Commissioner of Crown Lands has identified the following inherent values on the site that he wishes to protect:

#### Rare and threatened ecosystems

Glacial moraine:

A threatened habitat that typically hosts fescue tussock dryland ecosystems. The site has been drilled in the past yet retains some of its natural values. The predominant native cover is fescue tussock (*Festuca novae-zealandiae*) and blue tussock (*Poa colensoi*), ground cover is predominantly non-native; clover (*Trifolium repens*), brown top (*Agrostis capillaris*) and sweet vernal (*Anthoxanthum odoratum*) being the dominant species. Wilding pines are also found occasionally throughout the site. However, although rare on the site, numerous native low growing species were present, many of which are threatened.

Wetlands:

Two wetland areas have been previously identified on site. These wetlands are located in the south-west and central regions of the application area, with a proposed setback margin of 20 metres. The perimeters of these areas were surveyed to ensure the proposed setbacks were sufficient in protecting the wetland values and any dryland values that may be nearby. The south-west wetland was mostly degraded with *Eleocharis acuta* and *Rumex flexuosus* the only native species found in the area. The central wetlands were more diverse and extensive, *Schoenus pauciflorus* was dominant, *Carex coriacea* and *Eleocharis acuta* were also noted, threatened taxa found here was *Aciphylla subflabellata* (At Risk – Declining).

#### Threatened plant species on the affected grassland area:

Multiple threatened plant species are found within the easement area (threat category according to de Lange et al. 2017):

*Aciphylla subflabellata* (At Risk – Declining), *Leucopogon nanum* (At Risk – Declining), *Raoulia parkii* (At Risk – Declining), *Rytidosperma exiguum* (At Risk-Declining), *Pterostylis tanypoda* (At Risk – Declining), *Pterostylis tristis* (At Risk – Declining), *Sonchus novaezealandiae* (Threatened – Nationally Vulnerable).

Conditions 4-12 imposed within this Notice of Decision will assist in avoiding, mitigating or lessening the effects to the inherent values identified the Commissioner seeks to protect.

The amendments to the easement document are required for the deed to comply with LINZ Standard 45002 and ensure any transfer and sub-licensing arrangement is considered by the Grantor appropriately. The amount of consideration payable represents a fair financial return to the Crown for the granting of this easement over the lease area concerned. A reviewable fee is appropriate to best reflect the progressive development of the site and in the event of any transfer and sub-licensing arrangements.

If you wish to accept the offer of an easement on the terms and conditions specified above, please arrange for the enclosed documents to be amended as specified and returned to this office for approval within 21 days of the receipt of this notice.

If you do not wish to accept the offer of an easement on the terms and conditions specified, you may apply for a rehearing of the Commissioner's decision or alternatively, you may make another application for an easement in the normal manner.

### **Permission under other enactments still needed**

Your attention is drawn to the provisions of section 17 Crown Pastoral Land Act 1998. This section provides that the Commissioner of Crown Lands may grant consent to an activity specified in sections 15 or 16 of the Crown Pastoral Land Act for the purposes of the Crown Pastoral Land Act notwithstanding that consent may also be required under another enactment. However, the consent of the Commissioner of Crown Lands does not authorise the activity to be undertaken without the required permission.

### **Consent applies only to the pastoral lease**

Please note the consent applies only over the pastoral lease, not over any marginal strips or legal road that may be present in the operational area.

### **Right of rehearing**

Please note that under the provisions of section 17 Land Act 1948, the applicant has the right to apply for a rehearing of the Commissioner's decision. Section 17 provides that:

*17. Application for rehearing – (1) Any person aggrieved by any decision of the Commissioner or any determination of an administrative nature by the Commissioner may, within 21 days after being notified of that decision or determination, apply to the Commissioner for a rehearing, and the Commissioner may, at any time within one month after receiving the application, grant a rehearing of the case if he/she thinks that justice requires it, and on the rehearing may reverse, alter, modify, or confirm the previous decision or determination in the same case.*

If the applicant wishes to apply for a rehearing, then an application must be submitted to this office within 21 days of receipt of this letter. The application should clearly state the grounds on which an application for a rehearing is made.

Yours sincerely

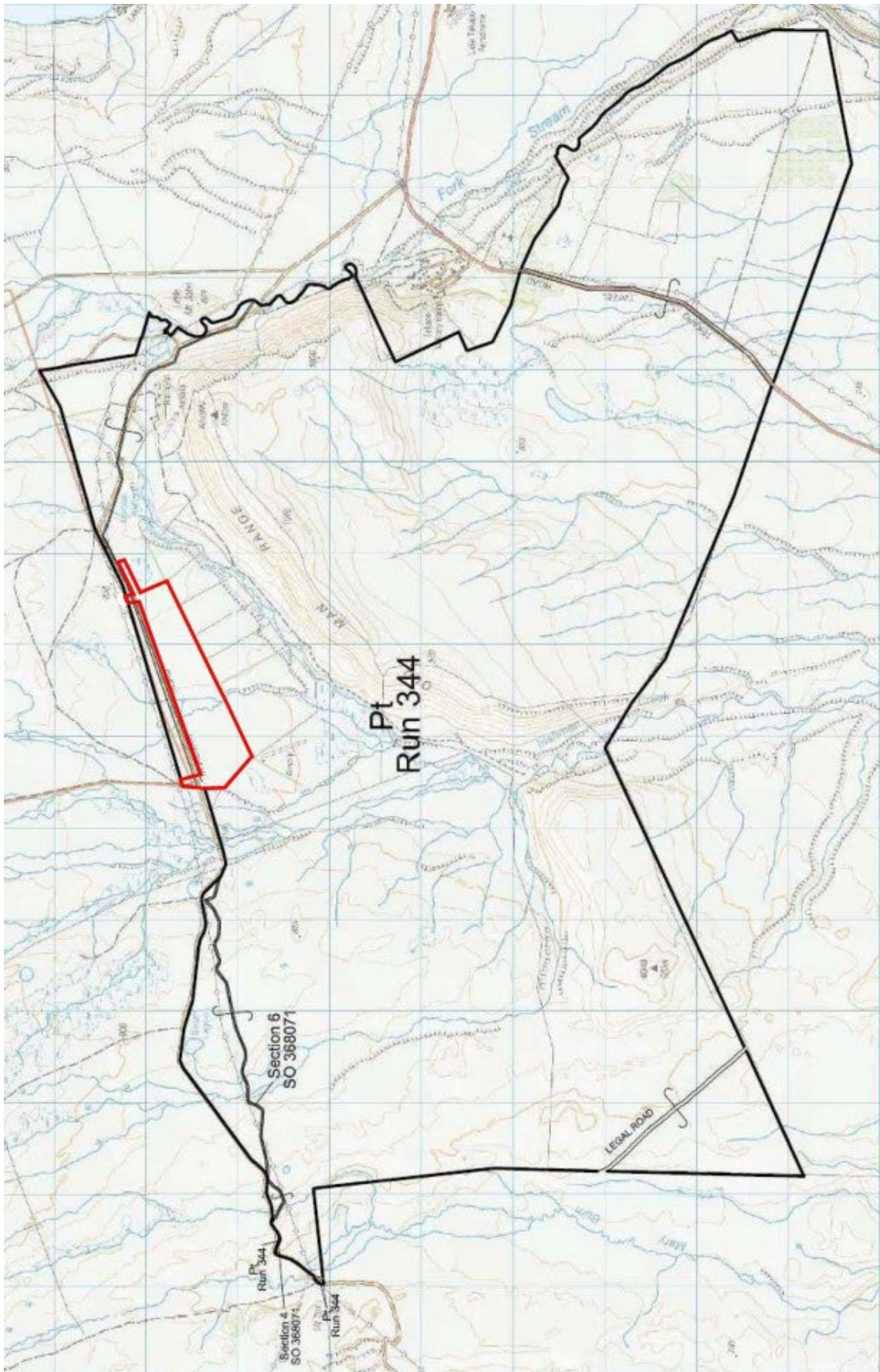


Mike Sherman

Portfolio Manager

**Plan 1**

**Balmoral Tekapo Pastoral Lease (shown in black) Easement Area approved (shown in red) excluding any legal road and areas outside the pastoral lease)**





# Plan 2

## Concept Solar Array Layout Plan



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