Mighty River Power’s plan to override the courts and impose the wind farm come what may and PNCC to fall in line or face unlimited liability.

Kenderdine knew about this outrageous clause

Variation to the Wind Farm Agreement

5.2A If it is finally decided by a court of competent jurisdiction that the purpose for which the Land is held as a local purpose reserve under the Reserves Act 1977 cannot be changed to a purpose which will accommodate a Wind Farm Project, then Council will use its best endeavours, in consultation with Mighty River, to proceed with alternative measures in order to achieve the original intention of the parties as outlined in this Agreement. In this clause, “best endeavours” include Council using every effort to obtain the agreement of the Minister of Conservation and the Crown to revoke the reserve classification and to, immediately following revocation, transfer the Land to Council under the Land Act 1948, provided that nothing in this clause shall require the Council to take any step that involves loss of ownership and/or control of any part of the Land or deprive the Council of the benefit of any revenue that it would be otherwise be entitled to under this Agreement.