

Wind Farm Living EDUCATING THE LAWYERS Series

Lesson 34: Insurance Risks and Agreements

Wind farms are billion-dollar industrial power generating plants located out in the open, on unprotected land.

What if you accidentally burn them out?

[Farmer fears potential public liability insurance risks living next door to Neoen's Culcairn solar farm - ABC News](#)

What if they can't stop a fire, and they burn you out?

[Firefighters Against Renewables Over Victoria \(farov.com.au\)](#)

What if you signed an agreement that indemnifies the company against any harm they inflict on you, or any damage they cause to your property?

Is the Agreement a liability? How do you sue a foreign wind farm consortium for burning you out, if the indemnity clause you signed is open to dispute?

What if by signing a Host or Neighbour Agreement, or a Tree Screening gift agreement, your farm insurance policy is voided?

What if you want to sell up and the caveat over your land title scares buyers away? If the wind farm owner, usually Chinese, offers to buy you out – would you sell ?

As the Insurance Underwriting Manager explained

Wiping out the neighbours

Wiping out surrounding farms by accident is covered by your public liability insurance policy.

But as a neighbour to a wind farm, your insurance cover won't scratch the surface if you accidentally wipe out a billion-dollar wind farm operation.

Below is a letter to take note of...

When inquiring about the insurance implications of leasing land to a wind farm, the farmer's insurance company sought clarification from the underwriter.

In summary, the Insurance Underwriter says:

- No insurance cover against damage to a wind farm's (third party) infrastructure.
- No recognition of the wind farm's indemnity promise, or
- The farmer must obtain additional insurance against the wind farm defaulting on the indemnity promise.
- Requires full disclosure to the insurance company.
- A leasehold to a wind farm may void all farm liability insurance cover.
- Farm insurance does not cover State run/owned power lines.

Hi XXXXXXXX,

Please see below the response from ***** to your query. Hope this helps.

It is not possible to advise whether an event would be covered or not as every liability situation is different. I can confirm that it is not the intention of our policy to cover the liability of third party infrastructure.

The insured is not responsible for the infrastructure, has no control over the infrastructure and therefore we do not intend to cover them for events that are caused by the infrastructure.

The insured should be wary of entering into contracts that require them to indemnify the third party.

Our wording clearly states that we will only cover claims where the liability arises from indemnities given or accepted by the insured where the insured would have been legally liable in the absence of those agreements.

*I agree with the **** advise that land owners should be ensuring that the third parties have the adequate cover in place that indemnifies the land owner.*

*In relation to wind farms, these are a decline risk for *****. The insured would need to advise us of such activities and we would decline to cover the whole policy (or at least liability depending on the circumstances).*

I can also confirm that our Farmers liability would not cover the liability of a state run owned power line.

If you have any further queries, please let us know.

Kind Regards,

Farm Underwriting Manager

Option to Lease Agreement

An Option to Lease Agreement = Entrapment

A Wind farm will pay a sales rep big commission for a landowner's signature.

The rep is a hired contractor, so he will say whatever he needs to say to get that signature.

Farmers are conned into signing a seemingly innocent document called an Option to Lease Agreement (or Option Deed). They are pressured into signing the agreement there and then, at the table, without any advice from their lawyers.

Here's some lines they use...

- *Once you sign this, it will enable the wind farm to conduct investigations to determine if the land is suitable for the operations of a wind farm.*
- *Just sign here so we can move forward with this conversation and secure your option.*
- *If you don't sign this, you'll miss out, because most of your neighbours have signed.*

Normally a decision to go into business requiring you to share (lease) your land to an off-shore consortium of owners you haven't met, and you haven't vetted, would be a major business decision, but the wind farm scam is so skillfully executed that people sign on the dotted line after an hour of tea and cake.

The Option to Lease Agreement may be only a few pages long – but the final agreement is a nightmare in length.

By signing an option agreement, the farmer is legally bound to the full-blown lease without knowing the details and without seeing the final lease document.

There is now no way out. Farmers sign up without knowing the risks. Once the Option Agreement is signed – the farmer is trapped into agreeing to all restrictive conditions the wind farm places on his land and is farming business.

The Option Agreement is deliberately silent on detail – it is open-ended, and the farmer agrees to anything and everything contained in the final lease agreement which will be drawn up by the wind farm years down the track.

Below is a clause in an Option Agreement/Deed. It is a legally binding pre-lease agreement that entitles the wind farm to lodge a caveat on the land.

The caveat will be applied to all the farmer's land titles, including any out-paddocks located miles away.

This option deed

is made on 31st October 2003 between the following parties:

1 [REDACTED]
of [REDACTED]

2 **Pacific Hydro Portland Wind Farm Pty Limited**
of Level 10, 474 Flinders Street, Melbourne, Victoria 3000

Recitals

A. You are the registered proprietor of the Land.

B. You have agreed to grant Us an option to lease the Property subject to the provisions of this deed.

C. We may enter onto the Land to conduct investigations to determine whether the Land is suitable for the operation of wind generators.

D. If the Land is suitable for the operation of wind generators, we may:

(i) exercise the Option to enter into the Agreement for Lease.

(ii) construct the Works; and

(iii) operate wind generators on the Property. The proposed number of generators is identified in Item 3 of the Schedule.

E. After construction of the Works, we will survey the Land to identify the areas occupied by the Works and the easements for other infrastructure. The Lease will (when that survey is complete) only relate to this area.

F. At the expiration of the Lease we will either:

(i) renew the Lease; or

(ii) remove the Works above the surface of the Land.

G. We are currently a wholly-owned subsidiary of Pacific Hydro Limited.

Most Hosts become Absentee Farmers.

They can't live on their land because they can't sleep at night.

And here's why....

At the kitchen table on that fateful day, the wind farm rep told the farmer noise would not be a problem.

The farmer likely had no idea about wind farms, the noise they emit, or this thing called a New Zealand Standard. But the rep was a nice bloke, so the farmer took him for his word and signed the agreement.

By signing the Option to Lease Agreement, the farmer, whether unwittingly or not, agreed to sleep disturbance and adverse health impacts, for himself, his family, and any other occupier of the property for the life of the wind farm (25-50 years).

- (c) The Landlord on behalf of itself and its successors and assigns indemnifies the Tenant and its officers, directors, employees, agents, representatives and mortgagees against all liability arising from, and expenses incurred in connection with:
- (1) any breach by Landlord of its obligations under this clause 1;
 - (2) noise produced by Generators in the immediate vicinity of the Property or the Land which affects the use of the Land, including any noise which may exceed the New Zealand Standard;
 - (3) any purported nuisance caused by the Wind Farm in the immediate vicinity of the Property or the Land;
 - (4) any claim action or proceeding by a third party against the Tenant in respect of the matters contained in this Lease and indemnity, including any claim or complaint by any tenant, occupier, licensee or invitee on the Land.

Lease Agreement

All Promises are off the Table

Forget the verbal promises and handshake deals made by that nice wind farm rep on that fateful day.

An Option to Lease Agreement is in place to allow the final Lease to be drawn up later in favour of the wind farm, many years later, after the project had changed hands, after the size of the turbines has doubled; or trebled; as was the case with the Woolsthorpe Wind Farm, and after most of the turbines are reallocated to other Hosts.

The farmer is at the mercy of the wind farm. His farm assets are trashed, and his health will deteriorate so much that he can't live there anymore. He will become just another wind farm road-kill statistic that nobody hears about because he will be sued if he speaks badly of the wind farm.

The farmer has already agreed to everything they wanted. The farmer is trapped, his farm is now controlled by the wind farm.

And if the farmer refuses to sign the final lease agreement, he will be sued, just like Hawkesdale Wind Farm sued a Host landowner for refusing to sign the final lease agreement. The Host's comment "No one in their right mind would sign that lease agreement".

The result of his refusal – They brought in the police. They cut down his fences and drove the bulldozers on through his land. The contractors didn't give a shit about his farm. They mixed the heifers with the bulls, destroyed troughs, removed topsoil, and laid down their 50m wide hard surface tracks all over his land.

Here's an example clause in a Lease Agreement dated December 2011 (not the Hawkesdale wf). It outlines how the lease renders all previous handshake deals and accepted understandings off the table.

15.6 Whole agreement

This Lease replaces any previous agreement, representations, warranty or understanding between the parties concerning its subject matter and contains the whole agreement between the parties.

Leasehold:

The Leasehold allows the Wind Farm (the Tenant) to take control of the farmer's land.

11.1 Quiet enjoyment

The Landlord must allow the Tenant to occupy and use the Site (and where the context requires, the Land) without interruption or disruption, except where this Lease allows the Landlord to do so.

Indemnity clauses

Indemnity clauses are worded to protect the wind farm.

Insurers don't recognise indemnity clauses.

If the wind farm, or any of the wind farm's contractors starts a fire, and the fire spreads from the Host land and wipes out the neighbours, the Host is left without insurance.

And over time, as the machines get older, the risks increase.

- (d) In exercising its rights under sub-clause (b) or (c), the Landlord must not disrupt or interfere with the Tenant's use of the Site. Any exercise of the Landlord's rights under sub-clause (b) or (c) is at its own risk and the Landlord releases the Tenant from and indemnifies the Tenant against all Liability for any damage, injury or death occurring as a result of the Landlord exercising these rights.

Confidentiality Clauses

Once the Option to Lease Agreement is signed, the Host farmer, now a Stakeholder in the business, is bound to secrecy.

Nobody ever hears about the bad decisions Hosts make. That's because they are legally gagged by the confidentiality clause in the agreement.

The risk associated with telling the truth, or warning others once they discover the truth, would cost them their farm.

You'll know when a Host has signed up – they go quiet.

Your long-time friend and neighbour is now your enemy.

And, as the lawyer for the Hexham Community stated in a letter to each of the Hexham Wind Farm Hosts...

You will

"be profiting from an enterprise that will cause hardship to other members of the local community".

Your previous longtime friend is now in business with a company that's out to destroy you because you are a problem for them.

In truth, it is the Hosts who are the cruel and greedy bastards of the wind industry.

11.3 Confidentiality

- (a) The Landlord must not disclose or permit to be disclosed to any third party, other than:
- (1) any assignees and potential assignees;
 - (2) any financiers, potential financiers, other debt or equity providers or potential debt or equity providers (in each case of the Landlord or any potential assignee); or
 - (3) any professional advisers of the Landlord or of any of the persons listed in paragraphs (1) or (2),
- or in any way exploit or permit to be exploited:
- (4) any confidential or secret information of the Tenant;
 - (5) the terms of the Lease or the Agreement to Lease;
 - (6) any information relating to the Lease or the Agreement to Lease or learnt during negotiations relating to the Lease or the Agreement to Lease; or
 - (7) any information concerning the Works or the Site.

Decommissioning Liability

The threat of decommissioning is a liability over the property.

There is always the risk that the tenant will shoot through and leave the landlord to clean up the mess.

Just like any other leasehold, the obligation to remove the tenant's business chattels is on the landlord.

Currently, a wind farm's business chattels cost b/w 800,000 and 1,000,000 per turbine to decommission, remove and dump.

Local Councils have no provision for the disposal of toxic turbine blade waste. It will be up to the landlord to work out how to dispose of the blades.

At the Woolsthorpe Wind Farm Permit Amendment Hearing, in February 2023, the wind farm's lawyer stated ...

"The host must insure against the adverse actions of the wind farm".

This is what they submitted in writing...

Decommissioning

51 Objection is raised to the risk of decommissioning not being satisfactorily conducted, with a prospect of the land owner unexpectedly being left to deal with the infrastructure.

52 Upon the end of the facility's operational life, above-ground structures will be demolished. (There is significant salvage value in the steel and copper cabling.) Concrete foundations will be cut to a depth below ground and the ground in-filled with soil and re-sown.

53 As the permit runs with the land, the obligation to remove infrastructure exists independently of the operator.

Dated 13 February 2023

Paul Chiappi

Instructed by Herbert Smith Freehills

Lawyers know the Risk.

In the letter to Hexham Wind Farm Hosts, the Hexham Community's lawyer clearly outlined the risk of dealing with a company that has layers of protected entities.

He used a real-life analogy from the building industry to explain what could happen to a Host when the time comes for decommissioning.

Landowners should be aware that, as has been the case with some construction companies responsible for flammable cladding on high-rise buildings, the wind farm company may be placed into voluntary liquidation to avoid liability for restoration works, without affecting the liability of the parent company. This would leave landowners with no recourse and a significant cost to remove the wind turbines.

OHS of Workers

It's all very well for the Host farmer to leave the farm and live elsewhere, but what about the workers?

I believe a Dundonnell Host can't get shearers because of the wind farm's adverse health impacts.

Rugged shearers need their sleep, but they can't sleep in the Host's shearing quarters because of the noise from the wind farm.

Lack of sleep is an OHS issue.

I also understand two farm managers have left the local area because of the adverse health impacts of living and working near wind farms.

Hosts have an OHS obligation to provide a safe working environment.

Although the farmer has waived the rights of any occupiers or "invitees" to have a good night's sleep, he still has a legal obligation to provide a safe workplace for his workers, including sleep disturbance-free accommodation.

Neighbour Agreements / Tree Screening / Tree Planting Agreements:

Example 1: Wind Farm Neighbour Agreement / Deed

Wind farms know the operation of their business causes harm to the neighbours, so “ungagged” neighbours become a liability risk to them.

All non-stakeholders (unsigned neighbours) are a business risk because they can bring a lawsuit against the company.

The wind farm plays down the importance of neighbour agreements but gagging a neighbour with a legally binding confidentiality clause is crucial to the wind farm’s business operations.

Wind farms will never voluntarily abate the noise, instead they gag neighbours with a legally binding agreement. By signing an agreement, neighbours forgo all legal rights to prevent harm to themselves, their family and any future occupier of the land.

Consent to any Impacts

In this neighbour agreement, the neighbour can “complain” to authorities, but the neighbour cannot bring any proceedings against the wind farm to enforce the permit conditions.

Wind farms are not concerned about Authorities taking action.

Authorities never respond to complaints or enforce permit compliance.

However, unsigned neighbours are a threat to the wind farm because they can sue them for damages or adverse health impacts.

By signing the neighbour to a gag agreement negates the risks of neighbours taking action against them for wind farm impacts.

The agreement is a form of entrapment. An impact can mean anything.

Significantly deteriorated health is an impact.

A fire causing damage is an impact?

Like Host Agreements, Neighbour Agreements follow the title. They are covenanted on the title.

All occupiers of the land, now and in the future, must agree to the conditions of the Neighbour Agreement.

5 The Landholder’s Obligations

5.1 Wind Farm Impacts

The Landholder:

- (a) acknowledges and agrees that the construction and operation of the [REDACTED] Wind Farm may result in Wind Farm Impacts;
- (b) acknowledges and agrees that the Property is, by reason of this Deed, an effected premises neighbouring the [REDACTED] Wind Farm for all purposes under the conditions of the [REDACTED] Planning Approval.
- (c) consents to any Wind Farm Impacts, subject to clause 4.1;
- (d) must not, subject to the Company complying with its obligations under clause 4.1:
 - (1) bring any proceedings (or cause or permit any third party to bring any proceedings) against the Company or the Other Persons seeking to enforce any condition of the [REDACTED] Planning Approval; or
 - (2) make any Claims against the Company or the Other Persons in relation to any Wind Farm Impacts;
- (e) must not object to, or procure any third party make an objection to, any application:
 - (1) made for the [REDACTED] Planning Approval in its current form; or
 - (2) made to modify the [REDACTED] Planning Approval, unless such modifications increase the Wind Farm impacts on the Landholders or seek to modify the restrictions set out in clause 4.2.
- (f) must procure that any occupier of any dwelling on the Property complies with each of the obligations contained in this clause 5.1 as if they were a party to this Deed; and
- (g) subject to clause 5.1(d), the Landholder retains all rights to make complaints or objections regarding any Wind Farm Impacts to the National Wind Farm Commissioner (or related Authority).

Complaining to Authorities is useless because they do nothing to stop the impacts.

Confidentiality

The wind industry knows it impacts people, that's why it operates in secret.

Community members will be told nothing until a pamphlet arrives in their letterbox. A glossy letter announcing the "benefits" of a wind farm in the area.

It is at this early stage; before anyone knows anything about wind farms, neighbours are offered tree screening or neighbour agreements.

The wind farm needs to sign up as many neighbours as it can to gag orders. They need to do this early before the community becomes informed.

Stakeholders (signed landowners) are legally prevented from discussing the development. The confidentiality clause binds them to secrecy.

The wind farm won't hold back on this.

If the neighbour breaches confidentiality by discussing the agreement, the wind farm will sue the pants off them.

7.2 Confidentiality

The terms of this Deed are confidential to the parties and must not be disclosed directly or indirectly, in whole or in part, by any of the parties other than:

- (a) as required by law, including in any legal proceedings to enforce this Deed;
- (b) by the Landholder to its immediate family members, insurers, accountants, legal or other professional advisers or auditors; and
- (c) by the Company to any Other Persons, Governmental Agency, potential purchaser of the [REDACTED] Wind Farm, insurers, accountants, legal or other professional advisers or auditors,

provided that, in each case, reasonable steps are taken to ensure that the confidentiality of this Deed is maintained to the extent practicable.

Covenant over the Land Title

Most wind companies are business developers. They set up a wind farm business purely to sell off.

They start with no money and use the landowner's title (by way of the covenant) as business collateral.

They will use the neighbour's title to borrow against, to get a permit, or attract foreign investors.

Take GPG for example; the owner of Berrybank, Darlington, Ryan Corner and Hawkesdale wind farms, they will use the landowner's title to attract a buyer.

A neighbour agreement requires that the landowner assigns their land titles (including all out paddocks) over to the wind farm company and any other company the wind farm happens to sell to.

7.3 Assignment by the Company and Landowner

- (a) The Company may assign the benefit of this Deed to any person without the Landholder's consent.
- (b) The Company will give written notice to the Landholder that it has assigned the benefit of this Deed.
- (c) If clause 7.3(b) applies, the Landholder must, upon the request of the Company, and at the cost and expense of the Company, enter into a deed of covenant with the Company's assignee to continue to observe and perform the Landholder's covenants under this Deed in favour of the assignee as if the assignee was originally a party to this Deed.
- (d) If clause 7.3(b) applies, as part of any such assignment, the Company shall procure the Company assignee's agreement to observe and perform the Company's covenants under this Deed and Clause 7.3 (e) shall not apply if the Company fails to obtain such an agreement.
- (e) On assignment of this Deed, the Company is released from its obligations arising under this Deed from the date of assignment.

A Promise to Comply with the Limit = An Empty Promise

Wind farms will try and reassure the neighbour by saying they must comply with the permit limits.

But this is an empty promise because the regulatory authorities never enforce permit conditions, noise standards or noise limits.

There is too much money at stake.

Responsible Authorities for permit compliance and enforcement will turn a blind eye to permit compliance.

Take Mortlake South Wind Farm for Example.

This wind farm is operating at full capacity (June 2024) whilst at least 30% of its turbines are faulty.

They have no noise compliance data and they have missed all their permit compliance deadlines, so technically the company, Acciona, is operating a non-compliant wind farm.

This wind farm is loud. The Responsible Authority, the Moyne Shire, has received numerous complaints from neighbours, but has done nothing. It seems Councillors don't give a shit; all they want is the money and to hell with the impacted neighbours.

4.1 Comply with limits on Wind Farm Impacts

The Company must ensure that any limits on or standards regarding Wind Farm Impacts contained in the [REDACTED] Planning Approval or any later modified version or replacement thereof or any legislation or regulations, which apply to the Property, are complied with.

Example 2: Visual Impacts – Neighbour Agreement.

The following Neighbour Agreement is compensation for the adverse visual impacts of a house within 3km of turbines..... It's worth a measly few thousand dollars per year.

It's a Trap.

Hidden within the document is the Gag Order Clause.

3.2 Landowner must not oppose Wind Farm

- (a) Subject to clause 3.2(b), the Landowner must not, directly or indirectly, oppose or object to the Project.
- (b) The prohibition in clause 3.2(a) does not apply to taking reasonable action if any Approval or legislation is breached.

The landowner cannot “**object to the project**” – which includes noise, vibration, shadow flicker or any other impacts; being adverse health or financial impacts, caused by the project.

Current legislation does not protect the neighbours.

They are on their own, and if they sign the agreement, no lawyer can protect them either.

Regulatory authorities won't help.

Legislation is designed to promote and support wind farm developments.

The only option for the neighbour to stop the impacts is litigation.

Only non-stakeholder (unsigned) neighbours can take legal action against the wind farm

All Agreements contain Caveats or Covenants.

And, in this Visual Impacts Agreement, for a few crumbs, the wind company has the right to the landowner's title.

10.2 Caveat

- (a) The Landowner consents to the Company lodging one or more caveats over the Land to protect its interests under this Agreement.
- (b) The Company undertakes to withdraw any caveat promptly upon ceasing to hold the relevant registrable interest.

Successors

The Agreement follows the Title.

Any new owner has to agree to the adverse impacts of the wind farm.

The caveat remains on the title for the life of the wind farm – even if the wind farm never goes ahead.

Insurance companies and financiers see this as a liability on the land because the dwellings are often rendered uninhabitable.

10.5 Successors and assigns

This Agreement binds and benefits the parties and their respective successors and permitted assigns.

Indemnities

Indemnities are only worth as much as the paper they are written on. Wind farms are accountable to shareholders not to the neighbour. A neighbour will need to take the wind farm to court to draw down on the indemnity cover.

If the neighbour starts a fire that wipes out the billion-dollar wind farm, how does the indemnity clause stack up?

If the wind farm breaches the indemnity clause and hits the neighbour for damages, what then?

If the wind farm starts a fire and wipes out the neighbour, will the neighbour's insurer cover the cost of tracking down the foreign consortium, suing them on foreign soil, and reclaiming costs under the Neighbour Agreement?

10.3 Indemnity

- (a) The Landowner indemnifies the Company against any claim arising from the Landowner's negligence or breach of this Agreement.
- (b) The Company indemnifies the Landowner against any claim arising from the Company's negligence or breach of this Agreement.
- (c) For the purpose of this clause a party includes their employees, contractors, invitees and agents.

How can an individual fight a billion-dollar company for breaches of this clause?

Read the fine Print – What is the Real Definition of a “Wind Farm” ?

In this agreement, the Neighbour agrees to the following definition of a “wind farm”.

Wind Farm means the Wind Turbines, underground and aboveground powerlines, towers, poles, battery storage, substations, switchyards, transformers, control buildings and facilities, communications cabling and equipment, laydown areas, access tracks, roads, gates and grids, fences, public information areas and all associated works, structures and facilities used for their safe and efficient construction, operation, maintenance and decommissioning, whether actual or proposed (as the context requires) on or in the vicinity of the Land and includes any future technology which may supplement or replace wind energy generation and electricity supply maintenance technology

What the hell ??

What future hell-hole will some future offshore company build next door to this neighbour?

Do the neighbour's banks, asset valuers or insurers know what's in store for this neighbour or the community?

Example 3: Tree Screening or One-off Cash Gift Agreements

The cheapest and quickest way for a wind farm to eliminate the liability risk of a neighbour is to hide a gag clause in a tree screening or one-off cash gift agreement.

In this agreement, the landowner waives their rights to make any claim against the wind farm's consultants for "visual" and "amenity" impacts.

Amenity means anything that contributes to one's enjoyment of the land.

Amenity impacts may include noise nuisance, sleep disturbance, blade flicker, vibration, pulsations, loss of one's natural environment; including death or displacement of endangered species, loss of quiet rural roads for recreation walking and running, loss of serenity and isolation across the landscape, and any other personal reasons why a person would choose to live in the area.

These gifts are often issued very early in the project – even before the wind farm has a permit.

The introduction of trees to a neighbour's house will also be used against them in noise compliance testing.

Often the size of the gift is relative to the predicted impact on the neighbour.

By accepting these gifts, it is deemed the neighbour has been compensated for the loss of the enjoyment of their land.

For a few crumbs, the neighbour relinquishes their right to take legal action against the wind farm for any harm it causes them through their loss of enjoyment of the land.

The agreement follows the title, so future owners of the land are also bound by this tree agreement.

I understand this is one of the largest wind farms around. It must be a bad one because look how they screw over the neighbours.

LANDHOLDER'S OBLIGATIONS

10. The landowner warrants and undertakes that the cash contribution will be spent and applied solely and exclusively for landscape screening.

11. The landowner accepts responsibility for the implementation of the landscaping, including:

- a. sourcing and purchasing of plants;
- b. establishment of area for new landscape screening;
- c. planting of new landscaping plants; and
- d. on-going maintenance of the landscaping.

12. The landowner agrees that there will be no involvement by [REDACTED] Wind Farm in any part of the implementation and maintenance of the landscaping at the landowner's dwelling.

13. By execution of this waiver, the landowner releases [REDACTED] Wind Farm (and any of its affiliates) from any future claim, action, demand or proceeding relating to views, visual impact, and amenity from the landowner's dwelling.

wind farm [REDACTED]