

**Application by Vattenfall Wind Power Limited for the Thanet Extension Offshore Wind Farm Development
Consent Order**

The Examining Authority's second written questions and requests for information (ExQ2)

ExQ2	Question:	Response:
2.3	Compulsory Acquisition, Temporary Possession and other Land or Rights Considerations	
2.3.1.	<p>Crown Lease: Effect on CA Case At CAH1 [EV-039], the Crown Estate made oral submissions in summary that there was not yet an agreement to grant a lease to the Applicant for the offshore elements of the proposed development and that the potential to extend the Thanet Offshore Wind Farm was presently subject to a plan-level HRA which would not be complete until after the closure of this Examination and related to a potential lease area for a maximum installed capacity of 300 MWe.</p> <p>a) In circumstances where a lease for the offshore elements has not been committed to, can any estimate be made of the likelihood of a lease being granted?</p> <p>b) If a lease was unlikely to be granted (49% probability or less) or was not granted, would that have any implications for the Applicant's CA case for land required onshore for grid connection works?</p> <p>c) Are there any circumstances in which the plan-level HRA could reasonably conclude that an extension to the existing Thanet Offshore Wind Farm should not proceed and can any</p>	<p>a) While The Crown Estate and the Applicant may not have entered into an agreement for lease for the Thanet Extension Offshore wind farm development by the closure of the Examination on 11 June 2019, the parties are working to be able to, subject to the outcome of the plan level Habitats Regulations Assessment, exchange such an agreement as soon as possible thereafter.</p> <p>b) That would be a matter for the Examining Authority and the Applicant.</p> <p>c) It is not appropriate to pre-judge the outcome of the ongoing plan level HRA process.</p> <p>d) It is not appropriate to pre-judge the outcome of the ongoing plan level HRA process. In any event, the Applicant's case for CA in relation to onshore matters should be assessed by the Examining Authority independently from the outcome of The Crown Estate's plan level HRA.</p> <p>e) The Crown Estate would grant the Applicant an agreement for lease for a maximum installed capacity of 300 MW or such other maximum capacity as is agreed between the parties. Subject to the Applicant first having obtained all necessary consents for the construction and operation of the wind farm a lease would be</p>

ExQ2	Question:	Response:
	<p>estimate be made of the likelihood of such a conclusion being reached?</p> <p>d) If the plan-level HRA was likely (50% probability or less) to conclude that an extension to the existing Thanet Offshore Wind Farm should not proceed, would that have any implications for the Applicant's CA case for land required onshore for grid connection works?</p> <p>e) Are there any circumstances in which a lease was likely to be granted subject to terms limiting the maximum installed capacity to 300 MWe and can any estimate be made of the likelihood of such a restriction?</p> <p>f) If a granted lease were to limit the maximum installed capacity to 300 MWe, would the Applicant still consider that the proposed development could be delivered as a viable project? Would the implementation of the proposed Structures Exclusion Zone (SEZ) [REP4-018] make any difference to this conclusion?</p>	<p>granted.</p> <p>f) That would be a matter for the Applicant.</p>
2.3.2.	<p>Crown Lease: Effect on CA Case Paragraph 2.6.46 – 2.6.48 of NPS EN-3 recognises that in awarding an agreement for</p>	<p>The Crown Estate is not aware of any such constraining conditions.</p>

ExQ2	Question:	Response:
	<p>lease for an offshore wind extension project, leases may be subject to “<i>various constraining conditions, including the presence of an existing operational wind farm</i>”. Can the Applicant and the Crown Estate please identify whether there are any constraining conditions that may be applicable in this case?</p>	
2.3.4.	<p>Crown Consent: PA2008 s135 PA2008 s135(2) provides that ‘[a]n order granting development consent may include any other provision applying in relation to Crown land, or rights benefiting the Crown, only if the appropriate Crown authority consents to the inclusion of the provision’. At CAH1 [EV-039], the Crown Estate made oral submissions in summary that as there was no onshore Crown Land subject to CA or TP, there was no need for the Crown to provide consent. There have been two NSIP examinations and Secretary of State decisions that have considered the question of Crown consent in the absence of any onshore Crown Land: Triton Knoll Array and Burbo Bank Extension Offshore Wind Farms. Both ExA recommendations and SoS decisions were clear that the failure to identify solely offshore Crown interests in sea-bed in a Book of Reference was</p>	<p>a) The Crown Estate and the Applicant are working together to enable The Crown Estate to provide the necessary consent under PA2008 s135(2) prior to determination of the Applicant’s application.</p> <p>b) Any PA2008 s135 consent relating to the Border Force lease area in the Ramac land is a matter for the Ministry of Justice and not The Crown Estate.</p>

ExQ2	Question:	Response:
	<p>not fatal to an application. However, the Burbo Bank Recommendation Report (paragraphs 6.12 – 20) identified it was necessary for the consent of the Crown under PA2008 s 135(2) to be provided before the Order could be made. The Crown provided the requisite letter of consent [Burbo Bank Extension REP-224] before the Order was made by the SoS.</p> <p>a) The Crown Estate is asked to give specific consideration to the circumstances of the Triton Knoll Array and Burbo Bank Extension applications for development consent in relation to the offshore development proposed in this application and:</p> <ul style="list-style-type: none">i. To provide a letter of consent for the offshore development pursuant to PA2008 s 135(2), identifying clearly whether that consent is absolute or conditional and if conditional identifying the steps required to enable discharge of any conditions; orii. Accepting that consent is required, to identify why in this instance consent cannot be granted; oriii. Making clear with support from written legal submissions, why it is in this case that consent is not required?	

ExQ2	Question:	Response:
	<p>b) Turning to onshore development, the Border Force lease area in the Ramac land is understood to be held by the Ministry of Justice (MoJ). An effect of the CA of this site is that the Border Force compound would be relocated. The Crown Estate and the applicant are asked:</p> <ul style="list-style-type: none">i. Whether this lease is a 'right benefitting the Crown' for the purposes of PA2008 s135(2) and hence whether consent is required before the Order can be made?ii. If consent is required, is the Crown Estate capable of granting that consent or must it be granted directly by or on behalf of the MoJ? If the latter, the applicant is requested to seek consent and to advise the ExA and submit a copy of the relevant correspondence once it is obtained.	