

Vattenfall Wind Power Ltd

Thanet Extension Offshore Wind Farm

Appendix 33 to Deadline 6 Submission: ExQ 1.3.7:
PA2008 s127 Statutory Undertakers Land/ Rights

Relevant Examination Deadline: 6

Submitted by Vattenfall Wind Power Ltd

Date: May 2019

Revision F

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| Approved By: | Daniel Bates |
| Date of Approval: | May 2019 |
| Revision: | F |

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| Revision A | Original document submitted to the Examining Authority |
| Revision B | Revised document submitted to the Examining Authority |
| Revision C | Revised document submitted to the Examining Authority |
| Revision D | Revised document submitted to the Examining Authority |
| Revision E | Revised document submitted to the Examining Authority |
| Revision F | Revised document submitted to the Examining Authority |

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| a) Statutory Undertaker | b) Nature of their undertaking | c) The land or rights affected | d) in relation to land, whether and if so how the tests in PA2008 s127(3)(a) or (b) can be met | e) in relation to rights, whether and if so how the tests in s127(6)(a) or (b) can be met | f) in relation to these matters, whether any protective provisions and /or commercial agreement are anticipated, and if so ¹ : | g) in relation to a statutory undertaker named in an earlier version of the table but in respect of which a settlement has been reached ² : |
|---|---|---|--|--|---|--|
| National Grid Electricity Transmission (NGET) | Electricity Transmission owner and operator | <p>Rights of access, maintenance and other rights shown by sheet 2 of the land plans and by plots 02/120, 02/121, 02/122, 02/123 and 02/130 of the BoR.</p> <p>A leasehold interest at Plot 02/130.</p> | The Applicant is not seeking to acquire freehold land from NGET. | The Applicant seeks to acquire rights (through the creation of new rights) over land in which NGET is the beneficiary of rights to install the Applicant's cables over land in which NGET, and, in Plot 02/130, where NGET owns a leasehold interest to connect into cable sealing ends and the NGET substation. | <p>i) Protective Provisions and Side Agreement are agreed and completed as of 23 May 2019.</p> <p>ii) The Protective Provisions are included in the dDCO.</p> | <p>i) A withdrawal letter from NGET was sent to PINS on 23 May 2019.</p> <p>ii) The Protective Provisions are included in the dDCO.</p> |

¹ i. whether these are already available to the ExA in draft or final form, ii. whether a new document describing them is attached to the response to this question or iii. whether further work is required before they can be documented;

² i. whether the settlement has resulted in their representation(s) being withdrawn in whole or part; and ii. identifying any documents providing evidence of agreement and withdrawal. Page 4

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| | | | | <p>The effect of these crossings referred to above do not require NGET's rights to be extinguished or modified in a way that will detrimentally affect its undertaking. Subject to protective provisions and a satisfactory property agreement being completed in due course, the Applicant considers that its requirements can coexist with NGET's interests.</p> <p>Accordingly, the Applicant considers that the test in S127(6)a can be met.</p> | <p>iii) No further work is required.</p> | |
| NEMO | Electricity interconnector | Rights of access, maintenance and other rights shown by sheets 0, 1 and 2 of the land plans and by plots 00/01, 01/15, 01/20, 01/25, 01/35, | N/A | The Applicant is, in the main, crossing land in which NEMO is a beneficiary of rights, for example rights of access. | <p>i) A side agreement is agreed between the parties</p> | <p>i) A withdrawal letter from NLL is expected soon after D6. ii)</p> |

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| | | <p>01/60, 01/80, 01/85, 01/125, 02/120, 02/121, 02/122, 02/123 and 02/130 of the BoR</p> <p>Rights of access shown by sheets 0 and 1 of the land plans and by plots 00/05, 00/10, 01/01, 01/02, 01/05, 01/06, 01/10, 01/11, 01/30, 01/40, 01/50, 01/65, 01/75 of the BoR</p> <p>Rights shown by sheet 1 of the land plans and by plot 01/70 of the BoR</p> <p>Rights of access, maintenance, unilateral notice and other rights shown by sheet 1 of the land plans and by plots 01/90, 01/105 of the BoR</p> <p>Rights of access and unilateral notice shown by</p> | | <p>The Applicant's scheme may cross NEMO's cable at Plot 02/121, but this final decision is subject to further technical investigation.</p> <p>The Applicant's new rights and proposed apparatus do not require NEMO's rights to be extinguished or modified in a way that will detrimentally affect its undertaking. The Applicant considers that its requirements can coexist with NEMO's interests and the interaction between the two schemes will be governed by a separate proximity agreement.</p> | <p>ii) This is a private agreement between the parties.</p> <p>iii) n/a.</p> | |
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| | | <p>sheets 1 and 2 of the land plans and by plots 01/110, 02/05, 02/10, 02/15, 02/20, 02/25 of the BoR</p> <p>Caution against freehold shown by sheet 2 of the land plans and by plots 01/115</p> | | | | |
| Thanet OFTO | Offshore electricity transmission owner | <p>Rights of access, maintenance and other rights shown by sheets 0 and 2 of the land plans and by plots 00/01, 02/100, 02/115 and 02/130 of the BoR</p> <p>Rights of access, maintenance, unilateral notice and other rights shown by sheet 2 of the land plans and by plots 02/120, 02/121, 02/122, 02/123 of the BoR</p> | N/A | <p>The Applicant is crossing land in which Thanet OFTO is the beneficiary of rights, and may cross the cable itself at Plot 02/120.</p> <p>The Applicant's new rights and proposed apparatus do not require Thanet OFTO's rights to be extinguished or modified in a way that will detrimentally affect its undertaking. The Applicant considers that its requirements can coexist with Thanet OFTO's interests and the</p> | <p>i) A separate proximity and crossing agreement is being negotiated between the parties to govern the relationship between Thanet OFTO's and the Applicant's interests.</p> <p>ii) N/A iii) N/A</p> | <p>i) ii)</p> |

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| | | | | interaction between the two schemes will be governed by a separate proximity agreement. | | |
| Southern Water Limited | Water supply and waste water treatment | Rights of access, maintenance and other rights shown by sheets 1 and 2 of the land plans and by plots 01/40, 01/50, 02/120, 02/121, 02/122, 02/123 and 02/130 of the BoR | N/A | <p>The Applicant is crossing Southern Water Limited water pipelines at various points in the Order.</p> <p>The Applicant's new rights and proposed apparatus do not require Southern Water Limited's rights to be extinguished or modified in a way that will detrimentally affect its undertaking. Subject to the protective provisions in the Order, the Applicant considers that its requirements can coexist with Southern Water Limited's interests.</p> | <p>i) A side agreement is close to being agreed between the parties</p> <p>ii) This is a private agreement between the parties.</p> <p>iii) N/A.</p> | <p>i) A withdrawal letter from Southern Water is expected before the close of examination.</p> <p>ii) N/A.</p> |
| UK Power Networks (UKPN) | Electricity Distribution | Rights of access, maintenance and other rights shown by sheets 1 | N/A | UKPN have a number of low voltage overhead | i) A side agreement is agreed | i) A withdrawal letter from UKPN is |

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| | owner and operator | and 2 of the land plans and by plots 01/40, 01/50, 01/115, 01/120, 02/20, 02/35, 02/40, 02/75, 02/80, 02/95, 02/100, 02/105, 02/110, 02/115, 02/120, 02/121, 02/122, 02/123 and 02/130 of the BoR Rights shown by sheet 2 of the land plans and by plots 02/30, 02/50, 02/90 of the BoR. | | lines and underground cables. The Applicant is negotiating protective provisions with UKPN. The Applicant's new rights and proposed apparatus do not require UKPN's rights to be extinguished or modified in a way that will detrimentally affect its undertaking. Subject to protective provisions, the Applicant considers that its requirements can coexist with UKPN's interests. | between the parties ii) This is a private agreement between the parties. iii) | expected on or soon after D6. ii) |
| British Telecommunications | Telecommunications | Rights of access, maintenance and other rights shown by sheets 1 and 2 of the land plans and by plots 01/80, 01/85, 01/105, 02/120, 02/121, 02/122, 02/123 and 02/130 of the BoR | | The Applicant is crossing BT apparatus in a number of locations. The Applicant will rely on the telecommunications code as applied by Schedule 8 Part 3 of the dDCO. | i) BT will rely on Schedule 8 Part 3 of the dDCO. ii) N/A iii) N/A | |

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| | | | | | | |
| Scotia Gas Networks | | Rights of access, maintenance and other rights shown by sheet 1 of the land plans and by plots 01/45 and 01/55 of the BoR | N/A | <p>The Applicants access works may be in close proximity to a gas pipeline in Sandwich Road.</p> <p>The Applicant's new rights and proposed apparatus do not require Scotia Gas Networks rights to be extinguished or modified in a way that will detrimentally affect its undertaking. Subject to the protective provisions in the Order, the Applicant considers that its requirements can coexist with Scotia Gas Networks.</p> | <p>i) Scotia Gas will rely on the generic protective provisions at Part 1 of Schedule 8 to the dDCO.</p> <p>ii) N/A</p> <p>iii) N/A</p> | |

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