



Hornsea Project Four

Protective Provisions for Harbour Energy

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Revision Summary

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1 Introduction

- 1.1.1.1 The Applicant and Harbour Energy have been in constructive discussions since 2019 and the parties remain confident of completing a coexistence agreement that will negate the need for the imposition by the Secretary of State of protective provisions. The submission of the respective protective provisions is to put the Examiners in an informed position to determine which set of protective provisions they may wish to include within the draft recommended DCO in the event that the parties fail to finalise the coexistence agreement before the end of the Examination.
- 1.1.1.2 Action 26 of Issue Specific Hearing 7 refers to the "Insertion of protective provision together with explanatory note for Harbour Energy Ltd" to be submitted at Deadline 7. As noted above the decision has been made to submit the protective provisions at Deadline 6 but as noted in the [Written Summary of oral case at Issue Specific Hearing 7 G6.7 Rev:1](#) an update will be provided by the Applicant as to the status of discussions including the progress of the coexistence agreement at Deadline 7, however the parties have aligned to submit their respective Protective Provisions at Deadline 6

2 The Applicants Proposed Protective Provisions

- 2.1.1.1 Protective Provisions are attached at Appendix A.

3 Access for the purpose of Decommissioning - Marine Corridor

- 3.1.1.1 A Marine Corridor of 1000m has been agreed between the parties as sufficient for rig and vessel access during decommissioning of the wells, pipelines and subsurface infrastructure. The remaining discussions concern helicopter access to the rig during the relatively short period required for plugging and abandonment of the producing wells only. The Applicant agrees that there may be a commercial impact to Harbour Energy relating to a small proportion of flights that could be delayed due to the presence of the wind turbines during certain weather conditions, should Harbour Energy wish to decommission during the operational phase of Hornsea Four. The Applicant maintains that this would be a minimal impact and would not prevent or significantly delay the decommissioning of the Johnston production wells.
- 3.1.1.2 Further to the above the Applicant proposes a restricted area comprising a spherical area of seabed having a radius of 500m around the two wellheads containing the 6 production wells, and a distance of 500m either side of the flexible pipeline between the 2 wellheads and the rigid pipeline between the Johnston template and Ravenspurn North platform. The Applicant would commit to not to erect a wind turbine generator within the Marine Corridor. The Applicant would also commit to not undertaking temporary works within the Marine Corridor that may lead to a delay to the decommissioning works. [Figure 1](#) shows the Marine

Corridor for indicative purposes only. The final Protective Provisions Plan will be submitted at Deadline 7.

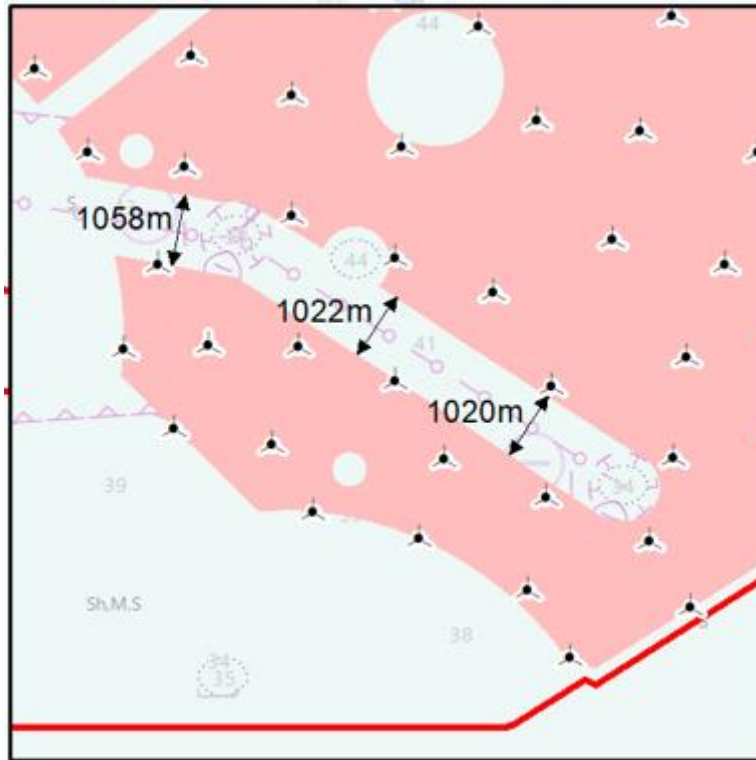


Figure 1: Marine Corridor

- 3.1.1.3 The protective provisions are without prejudice to any rights or obligations or assessment of compensation in accordance with the Ministerial Statement and the Guidance (as applicable). The Ministerial Statement defined as the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy.
- 3.1.1.4 The Applicant and Harbour would also propose to keep each other informed of any relevant activities such that both parties may seek to agree solutions to allow for those activities to successfully coexist as far as reasonably practicable. The parties shall enter into any coexistence proximity agreements prior to construction as required to govern ongoing proximate activities.

4 Additional Commentary

- 4.1.1.1 The Applicant is firmly of the view that it would be disproportionate to sterilise a larger area than proposed at paragraph 3 of the Protective Provisions for decommissioning assets. A minor inconvenience for helicopter access for undertaking the decommissioning activities is

a commercial matter that can be addressed pursuant to a proximity agreement. It is not a safety issue.

- 4.1.1.2 For the avoidance of doubt Hornsea Four would be significantly impacted in terms of the electricity generated if the Examining Authority restricted turbine locations beyond that which is proposed by the Applicant. The specific loss can be calculated once the Applicant has had an opportunity to consider any position proposed by Harbour (on the premise that Harbour seek a wider marine corridor). This would have the impact of making Hornsea Four less competitive and potentially impact the government's wider drive towards net zero.

Appendix A

PART 13

FOR THE PROTECTION OF HARBOUR ENERGY LIMITED, PERENCO UK LIMITED,
PREMIER OIL E&P UK EU LIMITED, DANA PETROLEUM (E&P) LIMITED AND
DANA PETROLEUM LIMITED**Application**

1. For the protection of the licensee from time to time of United Kingdom Petroleum Production Licences P686 and P380, unless otherwise agreed in writing between the undertaker and the licensee the provisions of this part of this Schedule shall have effect for so long as the licence shall remain in full force and effect.

Interpretation

2. In this Part of this Schedule—

“block” means a block of the United Kingdom Continental Shelf designated as such on the map deposited at the principal office of the North Sea Transition Authority;

“coexistence and proximity agreement” means an agreement entered on reasonable terms between the undertaker and the licensee in respect of the undertaker’s works and licensee’s works to reconcile and protect the interests of the parties as are known at the time to secure the implementation of the undertaker’s works and the licensee’s works;

“licences” means United Kingdom Petroleum Production Licences P686 block 43/27a and P380 block 43/26a;

“licensee” means the licensee from time to time of the licence;

“licensee’s works” means the decommissioning of the Johnston Field in accordance with the Johnston Decommissioning Programme (Rev B01, March 2022) as approved by the Offshore Petroleum Regulator for Environment and Decommissioning and as amended from time to time, but excluding any post-decommissioning monitoring and evaluation;

“marine corridor” means the area annotated and shown as the marine corridor on the Johnston protective provisions plan;

“ministerial statement” means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

“Johnston Assets” means any and all facilities and infrastructure owned, operated, leased and/or otherwise contracted to the licensee from time to time for the purposes of the licences including but not limited to one exploration well, six producer wells, four pipelines and 15 umbilicals located in the Johnston Field and shown on the Johnston protective provisions plan;

“Johnston Field” means the area to which the licensee’s rights granted by the licences relate, being at the date hereof, that area shown by the coordinates detailed on the Johnston protective provisions plan;

“the Johnston protective provisions plan” means the plan entitled Johnston protective provisions plan and certified as the Johnston protective provisions plan for the purposes of this Part of this Schedule;

“relevant activities” means all development activity relating to the carrying on of the undertaker’s and licensee’s businesses within, or adjacent to the marine corridor, including (but not limited to) the

preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, the acquisition of or application for new licence oil or gas blocks;

“undertaker’s works” means the authorised development permitted by this order.

Restriction on authorised development

3. Prior to the completion of the licensee’s works, no wind turbine generator shall be erected in the marine corridor, unless otherwise agreed in writing between the licensee and the undertaker.

4. In the event the licensee’s works commence prior to the undertaker’s works, the undertaker must not build, construct, erect or lay any temporary infrastructure and/or carry out any activities within the marine corridor that would interfere with the licensee’s works causing a delay.

Coexistence and proximity agreement

5. If, at any time the undertaker plans to undertake the undertaker’s works and/or any other work which is within five hundred metres (500m) of the Johnston Assets, the undertaker shall notify the licensee and the licensee must, unless the undertaker agrees otherwise, acting reasonably, agree and enter into a crossing and proximity agreement as soon as reasonably practicable. Unless agreed otherwise, the undertaker must not carry out such work prior to a crossing and proximity agreement being entered into with the licensee.

Provision of information

6. Without prejudice to any other rights or obligations under this part of this schedule the licensee and the undertaker shall from time to time keep each other informed of relevant activities such that the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the licence and taking place within the areas subject to the licence.

Compensation

7. Nothing in this part of this schedule shall affect any rights or obligations or assessment of compensation in accordance with the ministerial statement and the associated guidance.