

# Outer Dowsing Offshore Wind

## The Crown Estate Letter of Comfort

### Deadline 2

Date: November 2024

Document Reference: 19.13

Rev: 1.0

Company:	<b>Outer Dowsing Offshore Wind</b>			Asset:	<b>Whole Asset</b>	
Project:	<b>Whole Wind Farm</b>			Sub Project/Package:	Whole Asset	
Document Title or Description:	19.13 The Crown Estate Letter of Comfort					
Internal Document Number:	PP1-ODOW-DEV-CS-LET-0028			3 <sup>rd</sup> Party Doc No (If applicable):	N/A	
<b>Rev No.</b>	<b>Date</b>	<b>Status / Reason for Issue</b>	<b>Author</b>	<b>Checked by</b>	<b>Reviewed by</b>	<b>Approved by</b>
1.0	November 2024	Deadline 2	The Crown Estate	Shepherd & Wedderburn	Outer Dowsing	Outer Dowsing

1 St James's Market  
London  
SW1Y 4AH

Tel:  
Web: [REDACTED]



Jake Laws  
HRA & Derogation Manager  
Outer Dowsing Offshore Wind  
2nd Floor,  
Boundary House,  
91-93 Charter House Street,  
Farringdon  
EC1M 6HR

18<sup>th</sup> November 2024

By Email Only

**RE: Outer Dowsing Offshore Wind (Generating Station) Habitats Regulations Assessment Compensation Measures**

**SUBJECT TO CONTRACT**

Dear Jake

The Crown Estate Commissioners (referred to in this letter as “we” or “us”) have been approached by GT R4 Limited (referred to in this letter as the “Applicant” or “you”) to seek confirmation that, for specific areas of seabed and foreshore, those areas (i) fall within our ownership or (ii) are areas over which we can grant rights, in order to deliver the compensation measures identified in the Development Consent Order (“DCO”) application for the Outer Dowsing Offshore Wind (Generating Station), including those that have been submitted without prejudice. This is sought by the Applicant as they must provide sufficient confidence to the Secretary of State that the compensation measures required by the Project are available, securable and deliverable. We are responding on the matter of whether rights are currently available from us. It is for the Applicant, and not The Crown Estate, to demonstrate that they are securable and deliverable.

**About The Crown Estate**

*The Crown Estate’s management powers on the foreshore and within 12 nautical miles*

The territorial seabed (which extends to **12 nautical miles** as measured from the baselines established by Order in Council), and around half of the foreshore of, England, Wales and Northern Ireland belong to the Crown. Such territorial seabed and foreshore falls under the management of The Crown Estate by virtue of the Crown Estate Act 1961. As a result, subject to certain exclusions, TCE manages the grant of interests within the same, in much the same way as TCE manages on-shore assets, where such land/interests vest in TCE on behalf of the Crown.

*The Crown Estate’s management powers outside 12 nautical miles up to the outer limit of the “Renewable Energy Zone”*

**Beyond the territorial waters**, by virtue of the Energy Act 2004 and secondary legislation, **within the area known as the “Renewable Energy Zone” (or the “REZ”)**, the right to exploit the

Renewable Energy Zone for the production of energy from water or winds or for other purposes connected with such exploitation belongs to the Crown. These rights are for TCE to manage on behalf of the Crown (pursuant to the Crown Estate Act 1961 (as supported by other sources)) in relation to the REZ adjacent to England, Wales and Northern Ireland.

### **About Outer Dowsing**

We understand that the Outer Dowsing Offshore Wind Project (referred to in this letter as the "Project") comprises an offshore wind farm and associated offshore and onshore infrastructure including offshore and onshore high voltage electricity cables, onshore and offshore electricity substation(s), connection(s) to the National Grid and ancillary and temporary works. Should compensation be required in relation to certain effects of its development, we understand that the Applicant is considering several measures including some without prejudice which are discussed in turn below.

### **Outer Dowsing Offshore Wind Habitats Regulations Assessment Offshore Artificial Nesting Structure ("Offshore ANS") Evidence Base and Roadmap Document 7.7.4 Date March 2024**

We understand that:

- (a) following completion of The Project's Report to Inform Appropriate Assessment (RIAA; Document 7.1), the Applicant has been unable to rule out an Adverse Effect on Integrity (AEoI) to the kittiwake features of the Flamborough and Filey Coast Special Protection Area ("SPA") due to collision, when considering the Project in combination with other plans or projects. The Applicant has therefore provided a derogation case for the Project and has developed suitable compensation measures which as far as possible are consistent with The Crown Estate Kittiwake Strategic Compensation Plan (document reference 7.8) as detailed within the Project's Kittiwake Compensation Plan; document reference 7.7.1).
- (b) the use of Offshore ANS forms the primary compensation measure for kittiwakes. The Applicant is therefore considering constructing up to two Offshore ANS **within the REZ** to provide additional nesting space for relevant bird species and to encourage formation of new offshore colonies.

The Crown Estate confirms that, as at the date of this letter, we have the ability to grant the rights which we would anticipate being required in respect of the construction of the Offshore ANS site(s) **within the REZ**, where:

- (a) the grant of such rights would not be inconsistent with existing third-party rights and/or interests in the Offshore ANS site(s); and
- (b) the construction of the Offshore ANS(s) does not interfere with public rights, save to the extent permitted by law (which, where applicable, may be by the grant of relevant consents and/or permissions from, and/or the adoption of measures by, the relevant authorities),

and such grant would be subject to:

- (c) securing appropriate proximity checks results as regards the rights of others;
- (d) the Applicant having obtained all necessary consents and/or permissions from the relevant authorities (and compliance with all relevant legislation); and
- (e) contract and commercial agreement.

**Outer Dowsing Offshore Wind Habitats Regulations Assessment Without Prejudice  
Additional Compensation Measures for Guillemot and Razorbill Document 7.7.6 Date  
March 2024**

The Crown Estate understands that the Applicant also provided a 'without prejudice' derogation case for auk species (guillemot and razorbill) in relation to the Flamborough and Filey Coast SPA and, alongside this, a number of options for Project alone and collaborative compensation measures are being developed as far as possible. The derogation case provides the evidence and roadmap for the delivery of additional measures for the compensation of guillemot and razorbill at colonies of both species in south-western England.

The Applicant has shared nine possible sites with The Crown Estate that we understand to have potential to deliver compensation. These sites are all located **on the foreshore and/or within territorial waters**. For the purpose of initial site feasibility assessment the sites include the foreshore and/or territorial waters to approximately 200m, a landward distance of 50m and 500m extent along the coast. The precise location and extent of the site and the nature of required agreements will be defined at a later date. Management measures being considered may include habitat improvement measures e.g. invasive species management (involving vegetation clearance and scrub clearance) and measures aimed at reduction of disturbance to colonies.

The Crown Estate confirms that, as at the date of this letter, we have the ability to grant the rights which we would anticipate being required in respect of the construction and/or carrying out of the compensatory measures identified above **on the foreshore and/or within territorial waters**, where:

- (a) the site(s) are within The Crown Estate's ownership;
- (b) the grant of such rights would not be inconsistent with existing third-party interests and/or rights in the site(s);
- (c) the Applicant has provided details to The Crown Estate about the precise nature of the proposed activities; and
- (d) such activities do not interfere with public rights e.g. rights to fish and navigate and rights to recreation, save to the extent permitted by law (which, where applicable, may be by the grant of relevant consents and/or permissions from, and/or the adoption of measures by, the relevant authorities),

and such grant would be subject to:

- (f) securing appropriate proximity checks results as regards the rights of others;

- (g) The Crown Estate having approved the details about the precise nature and location of the proposed activities;
- (h) the Applicant having obtained all necessary consents and/or permissions from the relevant authorities (and compliance with all relevant legislation); and
- (i) contract and commercial agreement.

**Outer Dowsing Offshore Wind Habitats Regulations Assessment Without Prejudice  
Benthic Compensation Evidence Base and Roadmap Document 7.6.3 Date March 2024**

**Creation of biogenic reef:**

We understand that the creation of biogenic reef, either in the form of blue mussel *Mytilus edulis* beds or reefs of the native oyster *Ostrea edulis*, could provide compensation for an AEoI to the Inner Dowsing, Race Bank and North Ridge (IDRBNR) SAC, both in relation to Annex I biogenic reefs and Annex I sandbanks.

The Applicant has shared twenty-one areas we understand to be “suitable habitat – preferred” with The Crown Estate (Sites A-P) which equates to 11,526 hectares(ha). For the compensation of Annex I sandbank, a compensation ratio of 3:1 has been used by the Applicant to calculate a required area for oyster reef or blue mussel beds of 17,280m<sup>2</sup> (1.73 ha). For the compensation of Annex I biogenic reef a compensation ratio of 1:1 has been used (5670m<sup>2</sup> or 0.57 ha). These have been provided as estimates only and it is recognised that there may be a necessity to exceed any agreed ratio.

The Crown Estate confirms that, as at the date of this letter, we have the ability to grant the rights which we would anticipate being required in respect of the construction of the biogenic reef **within territorial waters** and **within the REZ**, where:

- (a) the grant of such rights would not be inconsistent with existing third-party interests and/or rights in the site(s);
- (b) the Applicant has provided details to The Crown Estate about the precise nature of the proposed compensatory measure; and
- (c) the construction of the biogenic reef does not interfere with public rights e.g. rights to fish and navigate and rights to recreation, save to the extent permitted by law (which, where applicable, may be by the grant of relevant consents and/or permissions from, and/or the adoption of measures by, the relevant authorities),

and such grant would be subject to:

- (d) securing appropriate proximity checks results as regards the rights of others;
- (e) The Crown Estate having approved the details about the precise nature of the proposed compensatory measure;
- (f) the Applicant having obtained all necessary consents and/or permissions from the relevant authorities (and compliance with all relevant legislation); and
- (g) contract and commercial agreement.

**SAC Extension:**

The Crown Estate understands the Applicant is considering extending the area of an existing SAC to include an additional area of qualifying sandbank and biogenic reef habitat.

This option refers to changing the boundary (extending the area) of an existing Special Area of Conservation (SAC) designated for sandbanks (and potentially also Ross Worm (*Sabellaria spinulosa*)) reef to include an additional area of qualifying sandbank habitat and supporting features, including areas suitable for reef development.

This would be delivered strategically by DEFRA and not a matter for The Crown Estate.

**Redundant Infrastructure Removal:**

The Crown Estate understands the Applicant is considering potential removal of disused telecommunication cables from Designated Sites within the North Sea of England. The removal of redundant infrastructure is included within the suite of measures for the compensation for Annex 1 sandbank.

This is the removal of infrastructure that is no longer in use, and which has been installed on sandbank habitat within a SAC designated for sandbanks in the region (or, if no suitable infrastructure is identified within an SAC, then on similar habitat within the region). The Applicant has identified North Norfolk Sandbanks and Saturn Reef SAC and Haisborough, Hammond and Winterton SAC for this purpose.

The Crown Estate confirms that, as at the date of this letter, we have the ability to grant the rights which we would anticipate being required in respect of the removal of disused telecommunication cables **within territorial waters** and **within the REZ**, where:

- (a) the grant of such rights would not be inconsistent with existing third-party interests and/or rights in the above site(s); and
- (b) the exercise of such rights does not interfere with public rights e.g. rights to fish and navigate and rights to recreation, save to the extent permitted by law (which, where applicable, may be by the grant of relevant consents and/or permissions from, and/or the adoption of measures by, the relevant authorities),

and such grant would be subject to:

- (c) securing appropriate proximity checks results as regards the rights of others;
- (d) the Applicant having obtained all necessary consents and/or permissions from the relevant authorities (and compliance with all relevant legislation) and the owner of such apparatus; and
- (e) contract and commercial agreement.

## **The Crown Estate Summary Position Statement**

It is understood that, if granted consent, the Project intends to be operational by 2030, with offshore construction potentially commencing in 2027 and preparatory works being undertaken from 2026 at the earliest.

It is also understood that the Applicant would secure the necessary consents to deliver the compensation measures, and that the implementation of the compensation measures would be conducted in accordance with the relevant compensation plan and post-consent Compensation Implementation and Monitoring Plan (CIMP) document. Furthermore, the compensation measures would follow established standards and best practice guidelines and would be conducted in close collaboration with stakeholders and restoration experts.

The position of The Crown Estate, as to the availability of the relevant interests and/or rights from us, is as set out above. We understand that there is no certainty on whether compensatory measures will, in fact, be required. For the avoidance of doubt:

1. we are not yet in a position to enter into any legal documentation with the Applicant but the Applicant has requested this letter of comfort as an interim measure to assist with the DCO process;
2. subject to the above mentioned matters and subject to contract, we can confirm that it is our current intention to work with the Applicant in good faith to assist the Applicant in finding appropriate areas to which compensations measures can be facilitated;
3. this letter is intended to be a statement of The Crown Estate's present intention only and accordingly shall not be construed as constituting a promise or warranty as to future conduct; and
4. nothing expressed or implied in this letter is intended to create legal relations between The Crown Estate, the Applicant and/or any third party. In addition, this letter does not constitute any variation to the terms of any of the Project's documents nor shall it be treated as the provision of consent.

**Yours sincerely**

[REDACTED]

**Caroline Price**  
**Head of Nature & Environment (Marine)**