



**Triton Knoll Offshore Wind Farm Limited
Triton Knoll Electrical System**



**Appendix 10: Joint Statement from
Triton Knoll Offshore Wind Farm
Limited and Network Rail**

Date: 29th February 2016

**Appendix 10 of the Applicant's
response to Deadline 8**

Triton Knoll Offshore Wind Farm Limited

Triton Knoll Electrical System

Appendix 10: Joint Statement from Triton Knoll
Offshore Windfarm Limited and Network Rail

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Date: 29th February 2016

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Date of Approval:	29 th February 2016
Revision:	1.0

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1. JOINT STATEMENT FROM TRITON KNOLL OFFSHORE WIND FARM LIMITED AND NETWORK RAIL

- 1.1 This constitutes a joint statement on behalf of Network Rail Infrastructure Limited ("Network Rail") and Triton Knoll Offshore Wind Farm Limited ("the Applicant") in relation to this Application.
- 1.2 The parties have agreed the protective provisions that are required to safeguard Network Rail' s existing apparatus and a copy of the agreed protective provisions are attached to this joint statement.
- 1.3 Network Rail holds interests in the following plots of land which are within the Order limits of the proposed Triton Knoll Electrical System Development Consent Order ("the Proposed Order"): 18/07, 18/08, 22/12, 22/14, 43/12. Agreed heads of terms have now been reached between the parties which provide for the acquisition by the Applicant of the land rights it requires over Network Rail' s interests and the parties are currently negotiating the specific terms of the necessary overarching agreement (a Deed of Undertaking) and the land agreements to be put in place pursuant to these heads of terms. These land rights will be in substitute for those rights set out at Schedule 5 of the Proposed Order.
- 1.4 Until such time as the Deed of Undertaking is signed including the agreed form of the necessary land agreements between the Applicant and Network Rail, Network Rail is not in a position to withdraw its objection to the Application.
- 1.5 At this stage Network Rail does not consider there to be any material impediments to concluding the negotiation of the Deed of Undertaking and the necessary land agreements and will update the Secretary of State as soon as it is able to confirm whether it is in a position to withdraw its objection to the Application."