

Summary

Title: „The landuse agreement in connection with a wind investment”

The aim of this doctoral dissertation is to attempt a dogmatic approach to the economic phenomenon of the landlease agreement in connection with a wind investment. The abovementioned primary aim is accompanied by specific research goals, namely embedding the analyzed agreement within the contractual structure of the wind farm's investment process, determining basic elements of the agreement (entities, subject, purpose, content, in particular the rights and obligations of the parties), proposing its legal qualification, and also attempting to propose solutions for current problems occurring in trading practice, and especially answering the question whether the intervention of the legislator is indispensable.

The research scope of this paper will principally concern private law. Particular emphasis will be placed on obligations and property law, because these legal areas are the most controversial in contractual practice in the terms of wind energy. It is simultaneously worth to point out, that due to the lack of studies on the landuse agreement regarding wind investment, the analysis will be conducted only in general manner. This will allow to create the dogmatic foundations needed for further research.

Hence, the structure of this study will be as follows. At the outset, there should be analysed the significance of the presented agreement in legal trading (Polish and global), present elementary legal regulations on investment in wind energy, as well as outline current knotty juridical problems related to it, in particular in the scope of property law (chapters I and II). Furthermore, the indicated agreement shall be separated from other contracts concluded in the investment process progress (chapter III). The next part of this dissertation is a general comparative approach to the discussed agreement (chapter IV). Later, it is worth discussing the principal elements of the contractual relationship, thus its entities (chapter V), subject and content (chapter VI, VII and VIII). The conducted research allow to attempt to determine the legal qualification of the agreement, and, in the absence of legal regulation, to propose primary groups of provisions that might be applied

respectively to the agreement (chapter IX). The appropriate sequence of the analysis also requires at least a brief reference to issues regarding the contractual liability of the parties of the landlease agreement in connection with a wind investment (chapter X), as well as the termination of the contractual legal relationship (chapter XI).

As part of the legal analysis, the following research methods will be applied. Due to the subject of the study, the analytical and dogmatic method will be of fundamental priority. It will be supplemented by a comparative method, because the essential legal problems referring to the analyzed landuse agreement in connection with a wind investment are extremely similar to those that may be observed in Polish commercial practice. Correspondingly, extensive empirical research will be carried out, the main subject of which will be issues regarding the entering into, content and performance of the agreement in business trading. For this purpose, not only contract templates will be obtained, but also information published in the trade literature on wind energy and the Internet, as well as data acquired from individual entrepreneurs operating in the field of investments in wind farms. In the elemental scope the statistical method also shall be adopted (especially data from the Central Statistical Office and the Energy Regulatory Office), along with mathematical method (calculations with respect to the value of real estate in the light of the leasing contract).

The analysis regarding the landuse agreement in connection with a wind investment allows to put forward the main thesis that the agreement is an original phenomenon, so far unheard of in Polish legal turnover. At the same time, the fundamental foundations of this agreement have developed in business practice, hence it is possible to classify the agreement as an innominate contract, similar to a lease agreement and leasing contract. Therefore, the primary legal regulations that shall be respectively applicable, in the absence of relevant contractual provisions, are, first and foremost, the general provisions of the Polish Civil Code, provisions regarding the lease agreement and the leasing contract, as well as generally accepted and established customs of business transactions, both Polish, as well as international.

In accordance with the current legal status on the date of 1st June 2020.