

**Norfolk Boreas Offshore Wind Farm**

# **3.1 Norfolk Boreas**

# **Updated Draft DCO**

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*Photo: Ormonde Offshore Wind Farm*

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**INFRASTRUCTURE PLANNING**

**The Norfolk Boreas Offshore Wind Farm Order 202X**

*Made* - - - - 2020  
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An application has been made to the Secretary of State in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009<sup>(a)</sup> for an Order under sections 37, 114, 115, 120 and 149A of the Planning Act 2008 (“the 2008 Act”)<sup>(b)</sup>;

And whereas the application was examined by a Panel appointed as an examining authority by the Secretary of State pursuant to Chapter 4 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010<sup>(c)</sup>;

The examining authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74 of the 2008 Act made a report and recommendation to the Secretary of State;

The Secretary of State, having considered the report and recommendation of the Panel, and decided the application, has determined to make an Order giving effect to the proposals comprised in the application with modifications which in its opinion do not make any substantial change to the proposals;

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(a) S.I. 2009/2264 as amended by the Localism Act (Infrastructure Planning) (Consequential Amendments) Regulations 2012 (S.I. 2012/635) and the Infrastructure Planning (Prescribed Consultees and Interested Parties etc) (Amendment) Regulations 2013 (S.I. 2013/522)

(b) 2008 c.29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c.20)

(c) S.I. 2010/103, amended by S.I. 2012/635

The Secretary of State, having considered the report and recommendation of the Panel, is satisfied that open space comprised within the Order land, when burdened with the new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition, to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public and that, accordingly, section 132(3) of the 2008 Act applies;

The Secretary of State in exercise of the powers conferred by sections 114, 115, 120, and 149A of the 2008 Act makes the following Order —

## PART 1

### Preliminary

#### Citation and commencement

1. This Order may be cited as the Norfolk Boreas Offshore Wind Farm Order and comes into force on [X] 202[X].

#### Interpretation

2.—(1) In this Order —

“the 1961 Act” means the Land Compensation Act 1961(a);

“the 1965 Act” means the Compulsory Purchase Act 1965(b);

“the 1980 Act” means the Highways Act 1980(c);

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(d);

“the 1989 Act” means the Electricity Act 1989(e);

“the 1990 Act” means the Town and Country Planning Act 1990(f);

“the 1991 Act” means the New Roads and Street Works Act 1991(g);

“the 2003 Act” means the Communications Act 2003(h);

“the 2004 Act” means the Energy Act 2004(i);

“the 2008 Act” means the Planning Act 2008(j);

“the 2009 Act” means the Marine and Coastal Access Act 2009(k);

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011(l)

“the 2016 Regulations” means the Environmental Permitting (England and Wales) Regulations 2016(m);

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(a) 1961 c.33

(b) 1965 c.56

(c) 1980 c.66

(d) 1981 c.66

(e) 1989 c.29

(f) 1990 c.8

(g) 1991 c.22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c.26). Sections 78(4), 80(4) and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18)

(h) 2003 c.21

(i) 2004 c.20. Section 105 was amended by section 69 of the Energy Act 2008 (c.32)

(j) 2008 c.29. The relevant provisions of the Planning Act 2008 are amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act 2011 (c.20), and by sections 22 to 27 of the Growth and Infrastructure Act 2013 (c.27). Section 149A was inserted by paragraph 4 in Part 1 of Schedule 8 to the Marine and Coastal Access Act 2009 (c.23)

(k) 2009 c.23

(l) S.I. 2011/934

(m) S.I.2016/1154

“access to works plan” means the plan certified as the access to works plan by the Secretary of State for the purposes of this Order;

“ancillary works” means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order and which are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development) and any other development authorised by this Order, which is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works authorised by this Order;

“book of reference” means the book of reference certified by the Secretary of State as the book of reference for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“cable” means any onshore or offshore cable and in respect of any onshore cable includes direct lay cables and/or cables pulled through cable ducts;

“cable ducts” means conduits for the installation of cables and/or fibre optic cables;

“carriageway” has the same meaning as in the 1980 Act;

“commence” means, (a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for pre-construction surveys and monitoring approved under the deemed marine licences or, (b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project other than operations consisting of site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, temporary hard standing, the temporary display of site notices or advertisements and the words “commencement” and “commenced” must be construed accordingly;

“converter building” means the building housing the principal electrical equipment comprised in Work No. 8A;

“deemed marine licences” means the marine licences set out in Schedules 9, 10, 11,12 and 13;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“design and access statement” means the document certified as the design and access statement by the Secretary of State for the purposes of this Order;

“development principles” means the document certified as the development principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“draught height” means the distance between the lowest point of the rotating blade of a wind turbine generator and MHWS;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“highway” and “highway authority” have the same meaning as in the 1980 Act(a);

“horizontal directional drilling” means a trenchless technique for installing an underground duct between two points without the need to excavate vertical shafts;

“Hornsea Project 3” means the project authorised pursuant to the Hornsea Three Offshore Wind Farm Order 20[X];

“Hornsea Project 3 Development Consent Order” means the Hornsea Three Offshore Wind Farm Order 20[X];

“important hedgerows plan” means the document certified as the important hedgerows plan by the Secretary of State for the purposes of this Order;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation site integrity plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity plan by the Secretary of State for the purposes of this Order;

“interface cables” means buried onshore cables and fibre optic cables which connect the onshore project substation to the National Grid substation;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“jointing pit” means an excavation formed to enable the jointing of high voltage power cables and fibre optic cables;

“jointing works” means a process by which two or more cables or fibre optic cables are connected to each other by means of cable joints within a jointing pit;

“landfall” means the location at which the offshore cables and fibre optic cables come ashore;

“land plan” means the plan certified as the land plan by the Secretary of State for the purposes of this Order;

“LIDAR” means light detection and ranging;

“limits of deviation” means the limits of deviation referred to in article 4 (limits of deviation) for the overhead line modification works comprised in Work No. 11B;

“main river” has the same meaning as is in the Water Resources Act 1991(b);

“maintain” includes inspect, upkeep, repair, adjust, and alter, and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable, any component part of any wind turbine generator, offshore electrical substation, offshore service platform, meteorological mast, and the onshore transmission works described in Part 1 of Schedule 1 (authorised development) not including the removal, reconstruction or replacement of foundations and buildings associated with the onshore project substation), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

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(a) “Highway” is defined in section 328(1) for “highway authority”, see section 1  
(b) “main river” is defined in section 113

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“MMO” means the Marine Management Organisation;

“mobilisation area” means an area associated with the onshore transmission works including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“National Grid” means National Grid Electricity Transmission PLC;

“National Grid substation extension” means the extension to the existing 400kV Necton National Grid substation to provide a connection point to the 400kV grid network, including switchgear, circuit breakers and extension to existing busbar structures;

“noise sensitive location” means the location of the relevant Receptor Identifier SSR1–SSR11 in Table 25.27, Chapter 25 of the environmental statement;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to this Order;

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Norfolk Vanguard DCO;

“Norfolk Vanguard DCO” means the Norfolk Vanguard Offshore Wind Farm Order made pursuant to an application submitted to the Secretary of State on 26th June 2018;

“Norfolk Vanguard East” means the eastern offshore area within which wind turbines generators will be situated for the Norfolk Vanguard Offshore Wind Farm;

“offshore cable crossings” means the crossing of existing sub-sea cables or pipelines or other existing offshore infrastructure by the array, interconnecting and/or export cables and fibre optic cables authorised by this Order together with physical protection measures including concrete mattresses, rock placement or other protection methods;

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems, and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore works” means Work Nos. 1 to 4B and any ancillary works in connection with those works;

“onshore cable corridor” means the onshore area in which the cables and fibre optic cables will be located within the Order limits;

“onshore decommissioning plan” means a plan to decommission Work No. 4B to Work No. 12B which includes a programme within which any works of decommissioning must be undertaken;

“onshore project substation” means a facility containing electrical equipment including (but not limited to) power transformers, switchgear, welfare facilities, access, fencing and other associated equipment, structures or buildings;

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters.

“onshore transmission works” means Work Nos. 4C to 12B and any related further associated development in connection with those works and ancillary works described in Schedule 1 Part 1 and Schedule 1 Part 2 respectively;

“Order land” means the land shown on the land plan which is within the limits of land to be acquired and described in the book of reference;

“Order limits” means the limits shown on the works plan within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 2 of Part 1 of Schedule 1 (authorised development) of this Order;

“outline access management plan” means the document certified as the outline access management plan by the Secretary of State for the purposes of this Order;

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order;

“outline operational drainage plan” means the document certified as the outline operational drainage plan by the Secretary of State for the purposes of this Order;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline landscape and ecological management strategy” means the document certified as the outline landscape and ecological management strategy by the Secretary of State for the purposes of this Order;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order;

“outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan” means the document certified as the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of this Order;

“outline scour protection and cable protection plan” means the document certified as the outline scour protection and cable protection plan by the Secretary of State for the purposes of this Order;

“outline skills and employment strategy” means the document certified as the outline skills and employment strategy by the Secretary of State for the purposes of this Order;

“outline traffic management plan” means the document certified as the outline traffic management plan by the Secretary of State for the purposes of this Order;

“outline travel plan” means the document certified as the outline travel plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (onshore)” means the document certified as the outline written scheme of investigation (onshore) by the Secretary of State for the purposes of this Order;

“overhead line modification” means alteration and repositioning of the overhead line, including removal of part of the overhead line, in respect of the existing Walpole to Norwich Main 400kV overhead line between pylons 4VV123 and 4VV127 on land north east of Necton, Norfolk to allow connection into the National Grid substation extension including connecting into the National Grid sealing end compound;

“owner”, in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981(a);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“private means of access to be permanently stopped up plan” means the plan certified as the private means of access to be permanently stopped up plan by the Secretary of State for the purposes of this Order;

“relevant site” means a European offshore marine site and a European site;

“relevant drainage authorities” means the drainage board for the area of land to which the relevant provision of this Order applies within the meaning of section 23 of the Land Drainage Act 1991;

“relevant planning authority” means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

“requirements” means those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works under the Norfolk Vanguard DCO, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement;

“single offshore phase” means carrying out all offshore works as a single construction operation;

“single onshore phase” means a single duct laying operation (where relevant under scenario 2, one separate operation to pull the cables through the ducts and one separate operation to fit out the onshore project substation);

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

“street” means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act(b);

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“temporary stopping up of public rights of way plan” means the plan certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order;

“tetrabase foundation” means a tripod shaped steel frame anchored under its own weight or through pin pile or suction bucket anchoring and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and

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(a) 1981 c.67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). There are other amendments to the 1981 Act which are not relevant to this Order.

(b) “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c.7)

maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“transition jointing pit” means an excavation formed to enable the jointing of the offshore export cables and fibre optic cables comprised in Work No. 4B to the onshore transmission works;

“tribunal” means the Lands Chamber of the Upper Tribunal;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“trenchless installation techniques” means techniques for installing an underground duct between two points, without excavating and back-filling a trench;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“two onshore phases” means a single duct laying operation (where relevant under scenario 2), two separate operations to pull the cables through the ducts and two separate operations to fit out the onshore project substation;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at First Floor, 1 Tudor Street, London, EC4Y 0AH;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“watercourse” includes all rivers, streams, creeks, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include (but is not limited to) corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of this Order;

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain, anything in, on or under land or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions and lengths referred to in this Order are approximate, save in respect of the parameters referred to in paragraph 1(c) and paragraph 1(e) (disposal volumes in connection with Work Nos. 1 to 4B) in Part 1, Schedule 1 (authorised development) requirements 2 to 11 and requirement 16 in Part 3, Schedule 1 (requirements) and conditions 1-8 in Part 4, Schedules 9 and 10 of the deemed marine licences for the generation assets, conditions 1-3 in Part 4, Schedules 11 and 12 of the deemed marine licences for the transmission assets and condition 2 in Part 4, Schedule 13 of the deemed marine licences for the project interconnector assets.

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) Unless otherwise stated, references in this Order to points identified by letters are to be construed as references to the points so lettered on the works plan.

(6) The expression “includes” is to be construed without limitation unless the contrary intention appears.

## PART 2

### Principal Powers

#### **Development consent etc. granted by the Order**

3.—(1) Subject to the provisions of this Order and to the requirements the undertaker is granted—

- (a) Development consent for the authorised development; and
- (b) Consent for the ancillary works,

to be carried out within the Order limits.

(2) Subject to the requirements and conditions in the deemed marine licences, Work Nos. 1 to 4B must be constructed anywhere within the Order limits seaward of MHWS and Work Nos. 4C to 12B must be constructed anywhere within the Order limits landward of MHWS.

(3) Unless otherwise stated under Part 3 of Schedule 1, the requirements apply to scenario 1 and scenario 2.

#### **Limits of deviation**

4. In the event of scenario 2, in carrying out the overhead line modification as part of Work No.11B for which it is granted development consent by article 3(1) (development consent etc. granted by the Order) the undertaker may—

- (a) deviate vertically from the levels of the existing 400kV overhead line from Walpole to Norwich Main to be modified as part of Work No.11B—
  - (i) to any extent not exceeding 4 metres upwards; or
  - (ii) to any extent downwards as may be found to be necessary or convenient.
- (b) deviate laterally from the lines or situations of the existing 400kV overhead line from Walpole to Norwich Main to be modified as part of Work No.11B -
  - (i) to any extent not exceeding 25 metres either side of the existing overhead line as shown by the limits of deviation relating to that work on the works plan.

#### **Power to construct and maintain authorised project**

5.—(1) The undertaker may at any time construct and maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain a licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

#### **Benefit of the Order**

6.—(1) Subject to paragraphs (3), (4) and (5), the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (2) below) and such related statutory rights as may be agreed between the undertaker and the transferee;
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (2) below) and such related statutory rights as may be so agreed.

(2) Subject to paragraph (4), the undertaker may with the written consent of the Secretary of State—

- (a) where an agreement has been made in accordance with paragraph (1)(a), transfer to the transferee the whole of any of the deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee; or
  - (b) where an agreement has been made in accordance with paragraph (1)(b), grant to the lessee, for the duration of the period mentioned in paragraph (1)(b), the whole of any of the deemed marine licences and such related statutory rights as may be so agreed.
- (3) The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application and the Secretary of State must provide a response within eight weeks of receipt of the notice.
- (4) The Secretary of State must consult the MMO before giving consent to the transfer or grant to another person of the whole of the benefit of the provisions of the deemed marine licences.
- (5) The Secretary of State must consult National Grid before giving consent to the transfer or grant to a person of any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (2) above).
- (6) The Secretary of State must determine an application for consent made under this article within a period of eight weeks commencing on the date the application is received by the Secretary of State, unless otherwise agreed in writing with the undertaker.
- (7) Where paragraph (11) applies no consent of the Secretary of State is required under paragraph (1) or paragraph (2).
- (8) Where an agreement has been made in accordance with paragraph (1) or (2) references in this Order to the undertaker, except in paragraph (9), (10), or (12), include references to the transferee or lessee.
- (9) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) or (2) are subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.
- (10) Where an agreement has been made in accordance with paragraph (1) or (2)—
- (a) the benefit (“the transferred benefit”) includes any rights that are conferred, and any obligations that are imposed by virtue of the provisions to which the benefit relates;
  - (b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee.
- (11) This paragraph applies where—
- (a) the transferee or lessee is a person who holds a transmission licence under the Electricity Act 1989; or
  - (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
    - (i) no such claims have been made,
    - (ii) any such claim has been made and has been compromised or withdrawn,
    - (iii) compensation has been paid in final settlement of any such claim,
    - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
    - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable; or
  - (c) the transferee or lessee is a person within the same group as Vattenfall AB (publ) (a company incorporated in Sweden with Reg No. 556036–2138, whose registered office is SE–169 92 Stockholm, Sweden) under Section 1261 of the Companies Act 2006.
- (12) The provisions of article 9 (street works), article 11 (stopping up of streets), article 18 (compulsory acquisition of land), article 20 (compulsory acquisition of rights), article 26

(temporary use of land for carrying out the authorised project) and article 27 (temporary use of land for maintaining the authorised project) have effect only for the benefit of the named undertaker and a person who is a transferee or lessee and is also—

- (a) in respect of Works Nos. 4C to 12B a person who holds a licence under the Electricity Act 1989; or
- (b) in respect of functions under article 9 (street works) relating to a street, a street authority.

(13) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(14) The notice required under paragraphs (3) and (13) must—

- (a) state—
  - (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
  - (ii) subject to paragraph (15), the date on which the transfer will take effect;
  - (iii) the provisions to be transferred or granted; and
  - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (9), will apply to the person exercising the powers transferred or granted; and
  - (v) except where paragraph (11)(a) or 11(b) applies, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.
- (b) where relevant, be accompanied by—
  - (i) a plan showing the works or areas to which the transfer or grant relates; and
  - (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(15) The date specified under paragraph (14)(a)(ii) must not be earlier than the expiry of five days from the date of the receipt of the notice.

(16) The notice given under paragraph (13) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

### **Application and modification of legislative provisions**

7.—(1) Regulation 6 of the Hedgerows Regulations 1997<sup>(a)</sup> is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following

“(k) or for carrying out or the maintenance of development which has been authorised by an order granting development consent pursuant to the Planning Act 2008”

(2) The provisions of the Neighbourhood Planning Act 2017<sup>(b)</sup> insofar as they relate to temporary possession of land under articles 27 (temporary use of land for carrying out the authorised project) and 28 (temporary use of land for maintaining the authorised project) of this Order do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

(3) The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—

- (a) the Environmental Permitting (England and Wales) Regulations 2016<sup>(c)</sup>, to the extent that they require a permit for anything that would have required consent made under section 109 of the Water Resources Act 1991 immediately before the repeal of that section;

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(a) SI 1997/1160  
(b) 2017 c.20  
(c) S.I. 2016/1154

- (b) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 of the Water Resources Act 1991(a) that require consent or approval for the carrying out of works;
- (c) section 23 of the Land Drainage Act 1991(b) (prohibition of obstructions etc. in watercourses); and
- (d) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of works.

### **Defence to proceedings in respect of statutory nuisance**

**8.**—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(c) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) or 65 (noise exceeding registered level), of the Control of Pollution Act 1974(d); or
  - (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in compliance with requirement 27 (control of noise during operational phase); or
  - (ii) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 and section 65(8) of that Act (corresponding provision in relation to consent for registered noise level to be exceeded), do not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised project.

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(a) Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c.16), section 84(2) of, and paragraph 3 of Schedule 11 to, the Marine and Coastal Access Act 2009, paragraph 49 of Schedule 2 to the Flood and Water Management Act 2010 (c.29) and paragraph 315 of Schedule 2 to S.I. 2013/755. Paragraph 6 was amended by paragraph 26 of Schedule 15 to the Environment Act 1995(c.25) and section 224 of, and paragraph 24 of Schedule 16 and Part 5 of Schedule 22 to, the Marine and Coastal Access Act 2009. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995

(b) 1991 c.59. Section 23 was amended by paragraph 192 of Schedule 22 to the Environment Act 1995, paragraph 32 of Schedule 2 to the Flood and Water Management Act 2010 and S.I. 2013/755. Section 66 was amended by paragraph 38 of Schedule 2 to the Flood and Water Management Act 2010 and by section 86(3) of the Water Act 2014

(c) 1990 c.43. There are amendments to this Act which are not relevant to the Order.

(d) 1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to the Order.

## PART 3

### Streets

#### Street works

9.—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Part 1 of Schedule 2 (streets subject to street works) in the event of scenario 1, or Part 2 of Schedule 2 (streets subject to street works) in the event of scenario 2, as is within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel within or under it;
- (b) tunnel or bore under the street;
- (c) remove or use all earth and materials in or under the street;
- (d) place and keep apparatus under the street;
- (e) maintain apparatus under the street or change its position; and
- (f) execute any works required for or incidental to any works referred to in sub-paragraphs (a), (b), (c), (d) and (e).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) In this article “apparatus” has the same meaning as in Part 3 of the 1991 Act.

#### Public rights of way

10. The undertaker may, in connection with the carrying out of the authorised project, temporarily stop up each of the public rights of way specified in columns (2) to the extent specified in column (3) of Part 1 of Schedule 3 (public rights of way to be temporarily stopped up) in the event of scenario 1, or Part 2 of Schedule 3 (public rights of way to be temporarily stopped up) in the event of scenario 2, by reference to the letters shown on the temporary stopping up of public rights of way plan.

#### Stopping up of streets

11.—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, divert and alter any street and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may, during and for the purposes of carrying out the authorised project, use any street temporarily stopped up, diverted or altered under the powers conferred by this article within the Order limits as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary stopping up, diversion or alteration of a street under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily stop up, divert or alter the streets specified in column 1 Part 1 of Schedule 4 (Streets to be temporarily stopped up – Scenario 1) in the event of scenario 1, or column 1 Part 2 of Schedule 4 (Streets to be temporarily stopped up – Scenario 2) in the event of scenario 2, to the extent specified, by reference to the letters and numbers shown on the streets to be temporarily stopped up plan, in column (3) of that Schedule.

(5) The undertaker must not temporarily stop up, divert, alter or use as a temporary working site—

- (a) any street referred to in paragraph (4) without first consulting the street authority; and

(b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(b) that street authority is deemed to have granted consent.

(7) In the event of scenario 1 the undertaker may, in connection with the carrying out of the authorised development, stop up the private means of access specified in columns (1) and (2) of Part 3 of Schedule 4 (permanent stopping up of private means of access for which a substitute is to be provided) to the extent specified, by reference to the letters and numbers shown on the private means of access to be permanently stopped up plan, described in column (3) of that Schedule provided that—

(a) the new private means of access, specified in column (4) Part 3 of Schedule 4, is constructed and substituted for it; or

(b) a temporary alternative route for the passage of such traffic as could have used the private means of access to be stopped up is first provided and subsequently maintained by the undertaker, between the commencement and termination points for the stopping up of the private means of access until the completion and opening of the new private means of access in accordance with paragraph (7)(a).

(8) Where a private means of access has been stopped up under paragraph (7) of this article—

(a) all rights of way over or along the private means of access so stopped up are extinguished; and

(b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the private means of access as is bounded on both sides by land owned by the undertaker.

(9) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

### **Access to works**

12.—(1) The undertaker may, for the purposes of the authorised project—

(a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) Part 1 of Schedule 5 (access to works) in the event of scenario 1, or columns (1) and (2) Part 2 of Schedule 5 (access to works) in the event of scenario 2; and

(b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 22 (highway accesses), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the relevant planning authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) that relevant planning authority is deemed to have granted approval.

### **Agreements with street authorities**

13.—(1) A street authority and the undertaker may enter into agreements with respect to—

(a) any temporary stopping up, alteration or diversion of a street authorised by this Order; or

(b) the carrying out in the street of any of the works referred to in article 9(1) (street works).

(2) Such an agreement may, without prejudice to the generality of paragraph (1)—

(a) make provision for the street authority to carry out any function under this Order which relates to the street in question;

- (b) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
- (c) contain such terms as to payment and otherwise as the parties consider appropriate.

### **Application of the 1991 Act**

**14.—**(1) The provisions of the 1991 Act mentioned in paragraph 2 that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under article 9 (street works); and
- (b) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under article 11 (temporary stopping up of streets)

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act are—

- (a) subject to paragraph (3), section 55 (notice of starting date of works);
- (b) section 57 (notice of emergency works);
- (c) section 60 (general duty of undertakers to co-operate);
- (d) section 68 (facilities to be afforded to street authority);
- (e) section 69 (works likely to affect other apparatus in the street);
- (f) section 76 (liability for cost of temporary traffic regulation);
- (g) section 77 (liability for cost of use of alternative route); and
- (h) all provisions of that Act that apply for the purposes of the provisions referred to in subparagraphs (a) to (g).

(3) Sections 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

## **PART 4**

### **Supplemental Powers**

#### **Discharge of water and works to watercourses**

**15.—**(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain subject to the obtaining of consent and approval respectively pursuant to paragraphs (3) and (4) below.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 of the Water Industry Act 1991(a) (right to communicate with public sewers).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

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(a) 1991 c.56. Section 106 was amended by sections 36(2) and 99 of the Water Act 2003 (c.37), and Section 35(8)(a) of the Competition and Services (Utilities) Act 1992 (c.43) and amended by sections 32 and 42 of, and paragraph 16(2) of Schedule 3 to, the Flood and Water Management Act 2010 (date in force to be appointed see section 49(3)(h)(i)). There are other amendments to this section which are not relevant to this Order.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to article 15(1) except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(6) Nothing in this article overrides the requirement for an environmental permit under Regulation 12(1)(b) of the 2016 Regulations insofar as the discharge activity comes within the definition contained within the 2016 Regulations.

(7) Subject to paragraph (8) below, the undertaker may in connection with the carrying out or maintenance of the authorised project, alter the bed or banks of, and construct works in, under, over or within any watercourse and may divert, alter, interrupt or obstruct the flow of any watercourse within the Order limits.

(8) The undertaker must not:

- (a) undertake any works within 8 metres of, any watercourse forming part of a river, or within 16 metres of a tidally influenced main river without the consent of the Environment Agency, which must not be unreasonably withheld but may be subject to reasonable conditions; and
- (b) undertake any works to any ordinary watercourse without the consent of the relevant drainage authorities or Norfolk County Council as the case may be, which must not be unreasonably withheld but may be subject to reasonable conditions.

(9) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, a relevant drainage authority or a local authority;
- (b) “ordinary watercourse” has the meaning given in the Land Drainage Act 1991;
- (c) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991 have the same meaning as in that Act.

(10) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within the relevant period specified in Part 7 of Schedule 17 that person is deemed to have granted consent or given approval, as the case may be.

#### **Authority to survey and investigate the land onshore**

**16.—**(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised project and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days’ notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required on entering the land, produce written evidence of their authority to do so; and

- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes may be made under this article—

- (a) in land forming a railway without the consent of Network Rail Infrastructure Limited; or
- (b) in land held by or in right of the Crown without the consent of the Crown.

(5) No trial holes may be made under this article—

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld.

(6) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

- (a) under paragraph (5)(a) in the case of a highway authority; or
- (b) under paragraph (5)(b) in the case of a street authority;

that authority is deemed to have granted consent.

(8) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

### **Removal of human remains**

17.—(1) In this article, “the specified land” means the land within the Order limits.

(2) Before the undertaker carries out any development or works which will or may disturb any human remains in the specified land, it must remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.

(3) Before any such remains are removed from the specified land, the undertaker must give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—

- (a) publishing a notice once in each of 2 successive weeks in a newspaper circulating in the area of the authorised project; and
- (b) displaying a notice in a conspicuous place on or near to the specified land.

(4) As soon as reasonably practicable after the first publication of a notice under paragraph (3), the undertaker must send a copy of the notice to the relevant planning authority.

(5) At any time within 56 days after the first publication of a notice under paragraph (3), any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person’s intention to undertake the removal of the remains.

(6) Where a person has given notice under paragraph (5), and the remains in question can be identified, that person may cause such remains to be—

- (a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or
- (b) removed to, and cremated in, any crematorium

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question must be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who must remove the remains and as to the payment of the costs of the application.

(8) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.

(9) If—

- (a) within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or
- (b) such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice, but the person who gave the notice fails to remove the remains within a further period of 56 days; or
- (c) within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or
- (d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10), the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

(11) On the re-interment or cremation of any remains under this article—

- (a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and
- (b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (4).

(12) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(13) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(14) Section 25 of the Burial Act 1857<sup>(a)</sup> (bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State) does not apply to a removal carried out in accordance with this article.

## PART 5

### Powers of Acquisition

#### Compulsory acquisition of land

**18.—**(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project or to facilitate, or is incidental, to it.

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(a) 1857 c.81. There are amendments to this Act which are not relevant to this Order.

(2) This article is subject to paragraph (2) of article 20 (compulsory acquisition of rights) and **article 26** (temporary use of land for carrying out the authorised project).

### **Time limit for exercise of authority to acquire land compulsorily**

**19.**—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

- (a) no notice to treat may be served under Part 1 of the 1965 Act; and
- (b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 22 (application of the Compulsory Purchase (Vesting Declarations) Act 1981)(a).

(2) The authority conferred by article 26 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

### **Compulsory acquisition of rights**

**20.**—(1) The undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this article, article 21 (private rights) and article 29 (statutory undertakers), in the case of the Order land specified in column (1) of Part 1 of Schedule 6 (land in which only new rights etc. may be acquired) in the event of scenario 1, or column (1) of Part 2 of Schedule 6 (land in which only new rights etc. may be acquired) in the event of scenario 2, the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Part of that Schedule.

(3) Subject to section 8 of the 1965 Act, as substituted by paragraph 5 of Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires an existing right over land or restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights under paragraph (1) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

### **Private rights**

**21.**—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) are

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(a) 1981 c.66. Sections 2, 6 and 11 were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). There are other amendments to the 1981 Act which are not relevant to this Order.

suspended and unenforceable or, where so notified by the undertaker to the person with the benefit of such private rights or restrictive covenants, extinguished in so far as in either case their continuance would be inconsistent with the acquisition—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry)

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under **article 20** (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry) in pursuance of the right

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 30 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

- (a) any notice given by the undertaker before—
  - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
  - (ii) the undertaker's appropriation of the land,
  - (iii) the undertaker's entry onto the land, or
  - (iv) the undertaker's taking temporary possession of the land

that any or all of those paragraphs do not apply to any right specified in the notice; or

- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(7) If an agreement referred to in paragraph (6)(b)—

- (a) is made with a person in or to whom the right is vested or belongs; and
- (b) is expressed to have effect also for the benefit of those deriving title from or under that person

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

### **Application of the Compulsory Purchase (Vesting Declarations) Act 1981**

- 22.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.
- (2) The 1981 Act, as so applied, has effect with the following modifications.
- (3) Section 5 (earliest date for execution of declaration) is omitted.
- (4) Section 5A (time limit for general vesting declaration) is omitted(a).
- (5) In section 5B (extension of time limit during challenge)—
- (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and
- (b) for “the three year period mentioned in section 4” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Boreas Offshore Wind Farm Order 202[X]”.
- (6) In section 7 (constructive notice to treat), in subsection (1)(a), the words “(as modified by section 4 of the Acquisition of Land Act 1981)” are omitted.
- (7) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).
- (8) References to the 1965 Act in the 1981 Act must be construed as references to that Act as applied by section 125 of the 2008 Act (as modified by article 23 (application of Part 1 of the Compulsory Purchase Act 1965) to the compulsory acquisition of land under this Order.

### **Application of Part 1 of the Compulsory Purchase Act 1965**

- 23.**—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.
- (2) In section 4A(1) (extension of time limit during challenge)—
- (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and
- (b) for “the three year period specified in section 4” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Boreas Offshore Wind Farm Order 202[X]”.
- (3) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Boreas Offshore Wind Farm Order 202[X]”
- (4) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—
- (a) omit paragraphs 1(2) and 14(2); and
- (b) at the end insert—

“PART 4

INTERPRETATION

**30.** In this Schedule, references to entering on and taking possession of land do not include doing so under article 26 (temporary use of land for carrying out the authorised development) or article 27 (temporary use of land for maintaining the authorised development) of the Norfolk Boreas Wind Farm Order 202[X].”

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(a) Section 5A to the 1981 Act was inserted by section 182(2) of the Housing and Planning Act 2016 (c.22)

### **Acquisition of subsoil or airspace only**

**24.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil or airspace of the land referred to in paragraph (1) of article 18 (compulsory acquisition of land) or **article 20** (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil or airspace of land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

### **Rights under or over streets**

**25.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or air-space over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

### **Temporary use of land for carrying out the authorised project**

**26.**—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) enter on and take temporary possession of—
  - (i) the land specified in columns (1) and (2) of Part 1 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 1, or the land specified in columns (1) and (2) of Part 2 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 2, for the purpose specified in relation to that land in column (3) of that Part of that Schedule; and
  - (ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the 1981 Act;
- (b) remove any buildings and vegetation from that land;
- (c) construct temporary works (including the provision of means of access), running tracks, security fencing, bridges, structures and buildings on that land;
- (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project; and
- (e) construct any works, or use the land, as specified in relation to that land in column 3 Part 1 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 1, or column 3 Part 2 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 2, or any mitigation works.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) Part 1 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 1, or that land in column (4) Part 2 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 2, unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

- (a) replace any building, structure, drain or electric line removed under this article;
- (b) remove any drainage works installed by the undertaker under this article; or
- (c) remove any new road surface or other improvements carried out under this article to any street specified in Part 1 of Schedule 2 (streets subject to street works) in the event of scenario 1, or Part 2 of Schedule 2 (streets subject to street works) in the event of scenario 2.

(5) The undertaker must pay compensation to the owners and occupiers of land which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

- (a) acquiring new rights or imposing restrictive covenants over any part of that land under article 20 (compulsory acquisition of rights) to the extent that such land is listed in column (1) Part 1 of Schedule 6 (land in which new rights etc., may be acquired) in the event of scenario 1, or column (1) Part 2 of Schedule 6 (land in which new rights etc., may be acquired) in the event of scenario 2; or
- (b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 24 (acquisition of subsoil or airspace only).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

### **Temporary use of land for maintaining authorised project**

27.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised project; and
  - (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.
- (2) Paragraph (1) does not authorise the undertaker to take temporary possession of—
- (a) any house or garden belonging to a house; or
  - (b) any building (other than a house) if it is for the time being occupied.
- (3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.
- (4) The undertaker is not required to comply with Paragraph (3) in a case of emergency and if an emergency exists they must—
- (a) give to the owners and occupiers of the land in question notice of its intended entry or (as the case may be) of its having entered onto the land as soon as is reasonably practicable; and
  - (b) comply with Paragraph (1) so far as is reasonably possible in the circumstances.
- (5) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.
- (6) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.
- (7) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.
- (8) Any dispute as to a person’s entitlement to compensation under paragraph (7), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.
- (9) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (7).
- (10) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.
- (11) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).
- (12) In this article “the maintenance period”, in relation to any part of the authorised project, means the period of 5 years beginning with the date on which the authorised project first exports electricity to the national electricity transmission network.

**Extinguishment of private rights and restrictive covenants relating to apparatus removed from land subject to temporary possession**

**28.—**(1) This article applies to any Order land of which the undertaker takes temporary possession under article 26 (Temporary use of land for carrying out the authorised project).

(2) Subject to paragraph (3), all private rights or restrictive covenants in relation to apparatus belonging to National Grid removed from any land to which this article applies will remain intact from the date on which the undertaker gives up temporary possession of that land.

(3) If the undertaker, in agreement with National Grid, gives notice before the date that the undertaker gives up temporary possession of the land that any or all of the private rights or restrictive covenants in relation to apparatus belonging to National Grid removed from the land to which this article applies will be extinguished, such rights will be extinguished.

(4) Any extinguishment of rights by paragraph (3) does not give rise to any cause of action relating to the presence on or in the land of any foundations and the undertaker is not required to remove foundations when giving up temporary possession).

### **Statutory undertakers**

29. Subject to the provisions of Schedule 17 (protective provisions) the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plan within the limits of the land to be acquired and described in the book of reference; and
- (b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

### **Recovery of costs of new connections**

30.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 29 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29 (statutory undertakers), any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003; and

“public utility undertaker” has the same meaning as in the 1980 Act.

## **PART 6**

### **Operations**

#### **Operation of generating station**

31.—(1) The undertaker is hereby authorised to operate the generating station comprised in the authorised project.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

### **Deemed marine licences under the 2009 Act**

32. The marine licences set out in Schedules 9, 10, 11, 12 and 13 are deemed to have been granted under Part 4 of the 2009 Act (marine licensing) for the licensed marine activities set out in Part 3, and subject to the conditions set out in Part 4, of each licence.

## **PART 7**

### **Miscellaneous and General**

#### **Application of landlord and tenant law**

33.—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants may prejudice the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease).

#### **Operational land for purposes of the 1990 Act**

34. Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).

#### **Felling or lopping of trees and removal of hedgerows**

35.—(1) The undertaker may fell or lop any tree or shrub near any part of the authorised project, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised project—

- (a) remove any hedgerows within the Order limits and specified in Part 2 of Schedule 14 (Hedgerows) in the event of scenario 1 (scenario 1 - removal of hedgerows) and Part 5 of Schedule 14 (Hedgerows) in the event of scenario 2 (scenario 2 - removal of hedgerows)

and those hedgerows that, after assessment, are not classed as important hedgerows specified in Part 4 of Schedule 14 (Hedgerows) (scenario 2 - removal of potentially important hedgerows); and

- (b) remove the important hedgerows as are within the Order limits and specified in Part 1 of Schedule 14 (Hedgerows) in the event of scenario 1 (scenario 1 - removal of important hedgerows), and Part 3 of Schedule 14 (Hedgerows) in the event of scenario 2 (scenario 2 - removal of important hedgerows) and those hedgerows that, after assessment, are classed as important hedgerows specified in Part 4 of Schedule 14 (Hedgerows) (scenario 2 - removal of potentially important hedgerows).

(5) In this article “hedgerow” and “important hedgerow” have the same meaning as in the Hedgerow Regulations 1997(a).

### **Trees subject to tree preservation orders**

**36.**—(1) The undertaker may fell or lop any tree within or overhanging land within the Order limits subject to a tree preservation order which was made after 28 February 2017 or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 of the 1961 Act.

### **Certification of plans etc**

**37.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the following for certification that they are true copies of the documents referred to in this Order —

- (a) the environmental statement (document reference 6.1);
- (b) the land plan (document reference 2.2);
- (c) the works plan (document reference 2.4);
- (d) the access to works plan (document reference 2.5);
- (e) the temporary stopping up of public rights of way plan (document reference 2.6);
- (f) the streets to temporarily stopped up plan (document reference 2.7);
- (g) the important hedgerows plan (document reference 2.11);
- (h) the private means of access to be permanently stopped up plan (document reference 2.12);
- (i) the book of reference (document reference 4.3);
- (j) the outline code of construction practice (document reference 8.1);
- (k) the design and access statement (document reference 8.3);
- (l) the outline written scheme of investigation (onshore) (document reference 8.5);
- (m) the outline written scheme of investigation (offshore) (document reference 8.6);

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(a) S.I. 1997/1160

- (n) the outline landscape and ecological management strategy (document reference 8.7);
- (o) the outline traffic management plan (document reference 8.8);
- (p) the outline travel plan (document reference 8.9);
- (q) the outline access management plan (document reference 8.10);
- (r) the outline offshore operations and maintenance plan (document reference 8.11);
- (s) the offshore in principle monitoring plan (document reference 8.12);
- (t) the draft marine mammal mitigation protocol (document reference 8.13);
- (u) the outline project environmental management plan (document reference 8.14);
- (v) the outline scour protection and cable protection plan (document reference 8.16);
- (w) the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity plan (document reference 8.17);
- (x) the outline marine traffic monitoring strategy (document reference 8.18);
- (y) the outline fisheries liaison and co-existence plan (document reference 8.19);
- (z) the outline Norfolk Boreas Haisborough, Hammond, and Winterton Special Area of Conservation Site Integrity plan (document reference 8.20);
- (aa) the outline operational drainage plan (document reference 8.21);
- (bb) the outline skills and employment strategy (document reference 8.22); and
- (cc) the development principles (document reference 8.23).

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

(3) Where a plan or document certified under paragraph (1)—

- (a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and
- (b) identifies that provision by a number, or combination of numbers and letters, which is different from the number, or combination of numbers and letters by which the corresponding provision of this Order is identified in the Order as made

the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provision (if any) corresponding to that provision in the Order as made.

### **Arbitration**

**38.**—(1) Subject to article 41 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled in arbitration in accordance with the rules at Schedule 15 of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) Any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order shall not be subject to arbitration.

(3) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

### **Procedure in relation to certain approvals etc**

**39.**—(1) Where an application is made to or request is made of the relevant planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain, or any other relevant discharging authority, for any agreement or approval required or contemplated by any of

the provisions of the Order, such agreement or approval must, if given, be given in writing and may not be unreasonably withheld.

(2) Schedule 16 (procedure for discharge of requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34 and 35 in Part 3 of Schedule 1 (requirements).

#### **Abatement of works abandoned or decayed**

40. Where Work No. 1(a) to (f) or Work No. 2 or any part of those works is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense to repair and restore or remove Work No. 1(a) to (f) or Work No. 2 or any relevant part of those works, without prejudice to any notice served under section 105(2) of the 2004 Act. The notice may also require the restoration of the site of the relevant part(s) of Work No. 1(a) to (f) or Work No. 2 to a safe and proper condition within an area and to such an extent as may be specified in the notice.

#### **Saving provisions for Trinity House**

41. Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

#### **Crown rights**

42.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee to take, use, enter on or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department; or

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any land which is Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

#### **Protective provisions**

43. Schedule 17 (protective provisions) has effect.

Signed by authority of the Secretary of State for Business, Energy & Industrial Strategy

Address	<i>Name</i>
Date	Head of [Unit] Department for Business, Energy & Industrial Strategy

# SCHEDULES

## SCHEDULE 1

Article 2

### Authorised Project

#### PART 1

#### Authorised Development

1. A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea approximately 73 km from the Norfolk coast, comprising—

#### **Offshore**

Work No. 1

in the event of scenario 1 and scenario 2:

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 180 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), gravity base, or tetrabase fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to one offshore service platform fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating, and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings;

in the event of scenario 1:

- (f) a network of subsea cables and fibre optic cables connecting wind turbine generators within (a) above to an offshore electrical platform within Norfolk Vanguard East including one or more offshore cable crossings.

#### **Associated Development**

Associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 2 – in the event of scenario 1 and scenario 2, up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;

Work No. 3A – in the event of scenario 1 and scenario 2, a network of subsea cables and fibre optic cables within the area shown on the works plans comprising Work No.2 for the transmission of electricity and electronic communications between the offshore electrical platforms and including one or more offshore cable crossings;

Work No. 3B – in the event of scenario 1, up to 3 project interconnector cables to connect Work No. 2 to an offshore electrical platform within the Norfolk Vanguard Offshore Wind Farm including one or more offshore cable crossings;

Work No. 4A – in the event of scenario 1 and scenario 2, up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MLWS including one or more offshore cable crossings;

#### **Intertidal area**

Work No. 4B – in the event of scenario 1 and scenario 2, up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk;

#### **In the county of Norfolk, district of North Norfolk**

Work No. 4C – in the event of scenario 1 and scenario 2, the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts underground from MHWS at Work No. 4B to Work No. 5;

Work No. 5 – onshore transmission works consisting of:

- (a) in the event of scenario 1, up to four cables and associated fibre optic cables to be pulled through existing ducts laid underground from Work No. 4C to Work No. 6;
- (b) in the event of scenario 2, up to four cables to be laid in ducts underground and associated fibre optic cables laid underground within cable ducts from Work No. 4C to Work No. 6;

#### **In the county of Norfolk, district of Broadland**

Work No. 6 – onshore transmission works consisting of:

- (a) in the event of scenario 1, up to four cables and associated fibre optic cables to be pulled through existing ducts laid underground from Work No. 5 to Work No. 7;
- (b) in the event of scenario 2, up to four cables to be laid in ducts underground and associated fibre optic cables laid underground within cable ducts from Work No. 5 to Work No. 7;

#### **In the county of Norfolk, district of Breckland**

Work No. 7 – onshore transmission works consisting of:

- (a) in the event of scenario 1, up to four cables and associated fibre optic cables to be pulled through existing ducts laid underground from Work No. 6 to Work No. 8A;
- (b) in the event of scenario 2, up to four cables to be laid in ducts underground and associated fibre optic cables laid underground within cable ducts from Work No. 6 to Work No. 8A;

Work No. 8A – in the event of scenario 1 and scenario 2 (within the areas shown on the works plans), an onshore project substation to the east of the existing Necton National Grid substation;

Work No. 8B – in the event of scenario 1 and scenario 2 (within the areas shown on the works plans), surface water management, bunding, embankments, boundary treatments and landscaping in connection with Work No. 8A;

Work No. 9 – in the event of scenario 1 and scenario 2 (within the areas shown on the works plans), works consisting of the connection of up to twelve interface cables, laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 8A to Work No. 10A;

Work No. 10A – works consisting of:

- (a) in the event of scenario 1, an extension to the existing Necton National Grid substation in an easterly direction;
- (b) in the event of scenario 2, an extension to the existing Necton National Grid substation in a westerly direction;

Work No. 10B – works consisting of:

- (a) in the event of scenario 1, additional surface water management in connection with Work No. 10A including the re-siting of the existing attenuation pond;
- (b) in the event of scenario 2, additional surface water management in connection with Work No. 10A;

Work No. 10C – in the event of scenario 1 and scenario 2 (within the areas shown on the works plans), bunding, embankments, boundary treatments and landscaping in connection with Work No. 10A;

Work No. 11A – in the event of scenario 2, the removal of one existing pylon and construction of two new permanent pylons, as shown marked by (W) and (E) on the works plans, and the installation of conductors, insulators and fittings on to the pylons;

Work No. 11B – in the event of scenario 2, the overhead line modification;

Work No. 12A – in the event of scenario 1, permanent access to Work No. 8A comprising an extension from the existing access connecting the A47 to the Norfolk Vanguard Offshore Wind Farm onshore project substation;

Work No. 12B – in the event of scenario 2, permanent accesses connecting the A47 to Work No.8A, Work No. 10A and Work No. 10B including highway widening works on the A47 to create a new junction;

### **Further Associated Development**

In connection with Work Nos. 1 to 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 1 to 4B and the disposal of up to a total of 48,692,212m<sup>3</sup> in the event of scenario 1, or 45,092,212m<sup>3</sup> in the event of scenario 2, of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;
- (d) removal of static fishing equipment; and
- (e) disposal of drill arisings in connection with any foundation drilling up to a total of 413,913m<sup>3</sup>.

In connection with such Work Nos. 4C to 12B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) works to secure vehicular and/or pedestrian means of access including the creation of new tracks, footpaths, and/or widening, creating of passing places, upgrades, creation of bell

mouths, creation of temporary slip roads and improvements of existing tracks, footpaths and roads;

- (b) temporary access tracks and running tracks both alongside and used for the purpose of constructing Work Nos. 5, 6, 7, and 9;
- (c) car parking areas, welfare facilities, temporary offices and workshops;
- (d) bunds, embankments, swales, landscaping, boundary treatments and works to mitigate any effects of the construction, operation or maintenance of the authorised project;
- (e) spoil and equipment storage;
- (f) jointing pits, manholes, kiosks, marker posts, link boxes and other works associated with laying ducts and/or cables and fibre optic cables and/or pulling cables and fibre optic cables through cable ducts;
- (g) water supply works, foul drainage provision, surface water management systems, temporary drainage during installation of ducts and/or cables and fibre optic cables and at the onshore project substation and culverting;
- (h) works of restoration;
- (i) fencing or other means of enclosure;
- (j) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (k) working sites and mobilisation areas in connection with the construction of the authorised development;
- (l) bowsers, septic tanks, generators and standby generators;
- (m) ramps and temporary bridges used for the purpose of constructing and carrying out Work Nos. 5, 6, 7, and 9;
- (n) works for the provision of apparatus including cabling, water and electricity supply works;
- (o) habitat creation and archaeological works; and
- (p) works, apparatus, plant and machinery for the purposes of or in connection with the relevant part of the authorised project.

In the event of scenario 2, in connection with Work No. 11A and Work No. 11B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope the work assessed by the environmental statement, including—

- (a) the construction of a temporary overhead electric line comprising three temporary pylons, conductors, insulators and fittings between pylons 4VV123 and 4VV127; and
- (b) the temporary diversion of the overhead line onto the temporary pylons.

2. The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 14' 28.789" N	3° 3' 31.257" E	441	52° 43' 2.861" N	1° 59' 17.394" E
2	52° 56' 14.962" N	3° 8' 41.012" E	442	52° 43' 17.859" N	1° 58' 57.179" E
3	52° 52' 14.268" N	2° 45' 34.286" E	443	52° 43' 19.625" N	1° 58' 54.953" E
4	53° 3' 46.017" N	2° 45' 35.676" E	444	52° 43' 21.284" N	1° 58' 53.106" E
5	53° 8'	2° 48'	445	52° 43'	1° 58'

	27.770" N	38.429" E		21.796" N	52.576" E
6	53° 13' 52.532" N	3° 2' 3.556" E	446	52° 43' 23.547" N	1° 58' 50.895" E
7	53° 13' 53.967" N	3° 2' 7.131" E	447	52° 45' 46.103" N	1° 56' 43.184" E
8	53° 13' 59.710" N	3° 2' 21.440" E	448	52° 46' 2.160" N	1° 56' 27.260" E
9	53° 14' 8.462" N	3° 2' 43.249" E	449	52° 46' 3.532" N	1° 56' 26.078" E
10	53° 14' 21.060" N	3° 3' 12.673" E	450	52° 46' 17.577" N	1° 56' 12.146" E
11	53° 10' 30.403" N	2° 59' 5.331" E	451	52° 46' 37.038" N	1° 55' 33.566" E
12	53° 10' 30.387" N	2° 59' 6.176" E	452	52° 46' 51.513" N	1° 54' 38.977" E
13	53° 10' 30.403" N	2° 59' 7.022" E	453	52° 46' 58.151" N	1° 53' 21.115" E
14	53° 10' 30.451" N	2° 59' 7.863" E	454	52° 46' 59.490" N	1° 52' 52.341" E
15	53° 10' 30.531" N	2° 59' 8.699" E	455	52° 47' 32.039" N	1° 39' 38.159" E
16	53° 10' 30.641" N	2° 59' 9.524" E	456	52° 47' 32.129" N	1° 39' 36.152" E
17	53° 10' 30.783" N	2° 59' 10.336" E	457	52° 47' 32.273" N	1° 39' 33.526" E
18	53° 10' 30.955" N	2° 59' 11.131" E	458	52° 47' 32.388" N	1° 39' 31.565" E
19	53° 10' 31.157" N	2° 59' 11.907" E	459	52° 47' 32.521" N	1° 39' 29.607" E
20	53° 10' 31.388" N	2° 59' 12.661" E	460	52° 47' 32.673" N	1° 39' 27.652" E
21	53° 10' 31.646" N	2° 59' 13.389" E	461	52° 47' 32.844" N	1° 39' 25.702" E
22	53° 10' 31.932" N	2° 59' 14.088" E	462	52° 47' 33.028" N	1° 39' 23.714" E
23	53° 10' 32.243" N	2° 59' 14.756" E	463	52° 47' 33.217" N	1° 39' 21.768" E
24	53° 10' 32.579" N	2° 59' 15.390" E	464	52° 47' 33.425" N	1° 39' 19.828" E
25	53° 10' 32.938" N	2° 59' 15.988" E	465	52° 47' 33.652" N	1° 39' 17.893" E
26	53° 10' 33.319" N	2° 59' 16.548" E	466	52° 47' 33.896" N	1° 39' 15.964" E
27	53° 10' 33.721" N	2° 59' 17.066" E	467	52° 47' 34.155" N	1° 39' 13.999" E
28	53° 10' 34.141" N	2° 59' 17.541" E	468	52° 47' 34.419" N	1° 39' 12.073" E
29	53° 10' 34.578" N	2° 44' 50.985" E	469	52° 47' 34.701" N	1° 39' 10.153" E
30	53° 10' 35.031" N	2° 59' 18.356" E	470	52° 47' 35.001" N	1° 39' 8.241" E

31	53° 10' 35.497" N	2° 59' 18.692" E	471	52° 47' 35.320" N	1° 39' 6.337" E
32	53° 10' 35.975" N	2° 59' 18.978" E	472	52° 47' 35.827" N	1° 39' 3.397" E
33	53° 10' 36.463" N	2° 59' 19.214" E	473	52° 47' 36.193" N	1° 39' 1.398" E
34	53° 10' 36.959" N	2° 59' 19.398" E	474	52° 47' 36.599" N	1° 38' 59.313" E
35	53° 10' 37.461" N	2° 59' 19.531" E	475	52° 47' 37.000" N	1° 38' 57.371" E
36	53° 10' 37.966" N	2° 59' 19.610" E	476	52° 47' 37.497" N	1° 38' 55.056" E
37	53° 10' 38.474" N	2° 59' 19.637" E	477	52° 47' 37.906" N	1° 38' 53.193" E
38	53° 10' 38.982" N	2° 59' 19.610" E	478	52° 47' 38.332" N	1° 38' 51.340" E
39	53° 10' 39.488" N	2° 59' 19.531" E	479	52° 47' 38.777" N	1° 38' 49.499" E
40	53° 10' 39.990" N	2° 59' 19.399" E	480	52° 47' 39.239" N	1° 38' 47.670" E
41	53° 10' 40.485" N	2° 59' 19.214" E	481	52° 48' 39.902" N	1° 33' 32.091" E
42	53° 10' 40.973" N	2° 59' 18.978" E	482	52° 49' 1.602" N	1° 33' 25.973" E
43	53° 10' 41.451" N	2° 59' 18.692" E	483	52° 49' 2.819" N	1° 33' 19.121" E
44	53° 10' 41.918" N	2° 59' 18.356" E	484	52° 49' 3.674" N	1° 33' 13.073" E
45	53° 10' 42.370" N	2° 59' 17.972" E	485	52° 49' 3.797" N	1° 33' 6.096" E
46	53° 10' 42.807" N	2° 59' 17.542" E	486	52° 49' 2.898" N	1° 32' 57.549" E
47	53° 10' 43.228" N	2° 59' 17.067" E	487	52° 49' 4.139" N	1° 32' 54.271" E
48	53° 10' 43.629" N	2° 59' 16.548" E	488	52° 49' 4.845" N	1° 32' 52.212" E
49	53° 10' 44.010" N	2° 59' 15.989" E	489	52° 49' 5.188" N	1° 32' 51.467" E
50	53° 10' 44.369" N	2° 59' 15.391" E	490	52° 49' 6.147" N	1° 32' 49.575" E
51	53° 10' 44.705" N	2° 59' 14.757" E	491	52° 49' 7.035" N	1° 32' 47.473" E
52	53° 10' 45.017" N	2° 59' 14.089" E	492	52° 49' 7.208" N	1° 32' 46.999" E
53	53° 10' 45.302" N	2° 59' 13.389" E	493	52° 49' 8.015" N	1° 32' 44.486" E
54	53° 10' 45.561" N	2° 59' 12.661" E	494	52° 49' 8.663" N	1° 32' 42.319" E
55	53° 10' 45.792" N	2° 59' 11.908" E	495	52° 49' 8.910" N	1° 32' 41.417" E
56	53° 10'	2° 59'	496	52° 49'	1° 32'

	45.993" N	11.132" E		9.102" N	41.019" E
57	53° 10' 46.166" N	2° 59' 10.336" E	497	52° 49' 9.635" N	1° 32' 40.648" E
58	53° 10' 46.307" N	2° 59' 9.524" E	498	52° 49' 9.807" N	1° 32' 40.345" E
59	53° 10' 46.418" N	2° 59' 8.699" E	499	52° 49' 9.768" N	1° 32' 39.737" E
60	53° 10' 46.498" N	2° 59' 7.864" E	500	52° 49' 9.855" N	1° 32' 38.941" E
61	53° 10' 46.545" N	2° 59' 7.022" E	501	52° 49' 10.086" N	1° 32' 38.247" E
62	53° 10' 46.561" N	2° 59' 6.176" E	502	52° 49' 10.218" N	1° 32' 37.939" E
63	53° 10' 46.545" N	2° 59' 5.331" E	503	52° 49' 10.691" N	1° 32' 36.993" E
64	53° 10' 46.498" N	2° 59' 4.489" E	504	52° 49' 11.553" N	1° 32' 35.417" E
65	53° 10' 46.418" N	2° 59' 3.654" E	505	52° 49' 12.200" N	1° 32' 33.887" E
66	53° 10' 46.307" N	2° 59' 2.829" E	506	52° 49' 12.742" N	1° 32' 32.736" E
67	53° 10' 46.166" N	2° 44' 18.728" E	507	52° 49' 13.080" N	1° 32' 31.922" E
68	53° 10' 45.993" N	2° 59' 1.221" E	508	52° 49' 13.507" N	1° 32' 31.040" E
69	53° 10' 45.792" N	2° 59' 0.445" E	509	52° 49' 14.325" N	1° 32' 29.767" E
70	53° 10' 45.561" N	2° 58' 59.691" E	510	52° 49' 14.340" N	1° 32' 29.796" E
71	53° 10' 45.302" N	2° 58' 58.964" E	511	52° 49' 15.178" N	1° 32' 31.478" E
72	53° 10' 45.017" N	2° 58' 58.264" E	512	52° 49' 15.638" N	1° 32' 32.401" E
73	53° 10' 44.705" N	2° 58' 57.596" E	513	52° 49' 45.178" N	1° 33' 31.705" E
74	53° 10' 44.369" N	2° 58' 56.962" E	514	52° 49' 45.944" N	1° 33' 33.513" E
75	53° 10' 44.010" N	2° 58' 56.364" E	515	52° 49' 46.772" N	1° 33' 35.540" E
76	53° 10' 43.629" N	2° 58' 55.804" E	516	52° 49' 47.579" N	1° 33' 37.591" E
77	53° 10' 43.228" N	2° 58' 55.286" E	517	52° 49' 48.363" N	1° 33' 39.664" E
78	53° 10' 42.807" N	2° 58' 54.811" E	518	52° 49' 49.126" N	1° 33' 41.760" E
79	53° 10' 42.370" N	2° 58' 54.380" E	519	52° 49' 49.866" N	1° 33' 43.878" E
80	53° 10' 41.918" N	2° 58' 53.997" E	520	52° 49' 50.585" N	1° 33' 46.016" E
81	53° 10' 41.451" N	2° 58' 53.661" E	521	52° 49' 51.280" N	1° 33' 48.175" E

82	53° 10' 40.973" N	2° 58' 53.374" E	522	52° 49' 51.952" N	1° 33' 50.354" E
83	53° 10' 40.485" N	2° 58' 53.139" E	523	52° 49' 52.602" N	1° 33' 52.551" E
84	53° 10' 39.990" N	2° 58' 52.954" E	524	52° 49' 53.228" N	1° 33' 54.767" E
85	53° 10' 39.488" N	2° 58' 52.822" E	525	52° 49' 53.831" N	1° 33' 57.000" E
86	53° 10' 38.982" N	2° 58' 52.742" E	526	52° 49' 54.410" N	1° 33' 59.251" E
87	53° 10' 38.474" N	2° 58' 52.716" E	527	52° 49' 54.965" N	1° 34' 1.518" E
88	53° 10' 37.966" N	2° 58' 52.742" E	528	52° 49' 55.496" N	1° 34' 3.800" E
89	53° 10' 37.461" N	2° 58' 52.822" E	529	52° 49' 56.003" N	1° 34' 6.098" E
90	53° 10' 36.959" N	2° 58' 52.954" E	530	52° 49' 56.486" N	1° 34' 8.409" E
91	53° 10' 36.463" N	2° 58' 53.139" E	531	52° 49' 56.944" N	1° 34' 10.735" E
92	53° 10' 35.975" N	2° 58' 53.375" E	532	52° 49' 57.378" N	1° 34' 13.073" E
93	53° 10' 35.497" N	2° 58' 53.661" E	533	52° 49' 57.786" N	1° 34' 15.423" E
94	53° 10' 35.031" N	2° 58' 53.997" E	534	52° 49' 58.171" N	1° 34' 17.784" E
95	53° 10' 34.578" N	2° 58' 54.381" E	535	52° 49' 58.530" N	1° 34' 20.157" E
96	53° 10' 34.141" N	2° 58' 54.812" E	536	52° 49' 58.864" N	1° 34' 22.539" E
97	53° 10' 33.721" N	2° 58' 55.287" E	537	52° 49' 59.173" N	1° 34' 24.930" E
98	53° 10' 33.319" N	2° 58' 55.805" E	538	52° 49' 59.456" N	1° 34' 27.330" E
99	53° 10' 32.938" N	2° 58' 56.364" E	539	52° 49' 59.714" N	1° 34' 29.738" E
100	53° 10' 32.579" N	2° 58' 56.962" E	540	52° 49' 59.947" N	1° 34' 32.153" E
101	53° 10' 32.243" N	2° 58' 57.597" E	541	52° 50' 0.154" N	1° 34' 34.574" E
102	53° 10' 31.932" N	2° 58' 58.265" E	542	52° 50' 0.336" N	1° 34' 37.001" E
103	53° 10' 31.646" N	2° 58' 58.964" E	543	52° 50' 0.492" N	1° 34' 39.433" E
104	53° 10' 31.388" N	2° 58' 59.692" E	544	52° 50' 0.623" N	1° 34' 41.869" E
105	53° 10' 31.157" N	2° 59' 0.445" E	545	52° 50' 0.727" N	1° 34' 44.308" E
106	53° 10' 30.955" N	2° 59' 1.221" E	546	52° 50' 0.806" N	1° 34' 46.750" E
107	53° 10'	2° 59' 2.017"	547	52° 50'	1° 34'

	30.783" N	E		0.859" N	49.193" E
108	53° 10'	2° 59' 2.829"	548	52° 50'	1° 34'
	30.641" N	E		0.887" N	51.638" E
109	53° 10'	2° 59' 3.654"	549	52° 50'	1° 34'
	30.531" N	E		0.888" N	54.083" E
110	53° 10'	2° 59' 4.489"	550	52° 50'	1° 34'
	30.451" N	E		0.864" N	56.528" E
111	53° 14'	3° 3' 31.257"	551	52° 50'	1° 34'
	28.789" N	E		0.814" N	58.972" E
112	52° 56'	3° 8' 41.012"	552	52° 50'	1° 35' 1.414"
	14.962" N	E		0.739" N	E
113	52° 54'	2° 58'	553	52° 50'	1° 35' 3.854"
	27.033" N	15.457" E		0.637" N	E
114	52° 54'	2° 58'	554	52° 50'	1° 35' 6.290"
	11.424" N	22.820" E		0.510" N	E
115	52° 53'	2° 58'	555	52° 50'	1° 35' 8.722"
	56.239" N	29.982" E		0.357" N	E
116	52° 49'	2° 56'	556	52° 50'	1° 35'
	50.103" N	54.167" E		0.178" N	11.150" E
117	52° 48'	2° 51'	557	52° 49'	1° 35'
	9.945" N	14.086" E		59.974" N	13.572" E
118	52° 47'	2° 46'	558	52° 49'	1° 35'
	34.455" N	27.112" E		59.745" N	15.987" E
119	52° 47'	2° 45'	559	52° 49'	1° 35'
	27.871" N	34.063" E		59.490" N	18.396" E
120	52° 47'	2° 44' 3.046"	560	52° 49'	1° 35'
	16.559" N	E		59.209" N	20.797" E
121	52° 47'	2° 43'	561	52° 49'	1° 35'
	15.589" N	55.247" E		58.903" N	23.190" E
122	52° 47'	2° 43'	562	52° 49'	1° 35'
	15.589" N	55.243" E		58.573" N	25.573" E
123	52° 47'	2° 43'	563	52° 49'	1° 35'
	14.341" N	45.216" E		58.217" N	27.947" E
124	52° 47'	2° 43'	564	52° 49'	1° 35'
	13.615" N	39.381" E		57.836" N	30.310" E
125	52° 46'	2° 34'	565	52° 49'	1° 35'
	3.346" N	18.016" E		57.430" N	32.661" E
126	52° 47'	2° 34'	566	52° 49'	1° 35'
	9.359" N	17.247" E		56.999" N	35.001" E
127	52° 47'	2° 34'	567	52° 49'	1° 35'
	25.496" N	17.365" E		56.544" N	37.328" E
128	52° 49'	2° 34'	568	52° 49'	1° 35'
	38.834" N	15.809" E		56.064" N	39.641" E
129	52° 48'	2° 33'	569	52° 49'	1° 35'
	47.472" N	28.343" E		55.560" N	41.940" E
130	52° 48'	2° 26'	570	52° 49'	1° 35'
	3.133" N	37.427" E		55.032" N	44.225" E
131	52° 50'	2° 24'	571	52° 49'	1° 35'
	8.137" N	33.205" E		54.480" N	46.494" E
132	52° 50'	2° 24'	572	52° 49'	1° 35'
	8.399" N	32.945" E		53.904" N	48.746" E

133	52° 50' 8.619" N	2° 24' 32.726" E	573	52° 49' 53.304" N	1° 35' 50.982" E
134	52° 50' 9.644" N	2° 24' 31.706" E	574	52° 49' 52.681" N	1° 35' 53.200" E
135	52° 50' 19.691" N	2° 24' 21.712" E	575	52° 49' 52.034" N	1° 35' 55.400" E
136	52° 50' 19.704" N	2° 24' 21.712" E	576	52° 49' 51.868" N	1° 35' 55.943" E
137	52° 50' 19.798" N	2° 24' 21.712" E	577	52° 48' 40.863" N	1° 39' 22.453" E
138	52° 53' 42.801" N	2° 24' 21.744" E	578	52° 48' 40.702" N	1° 39' 22.924" E
139	52° 53' 42.811" N	2° 24' 21.744" E	579	52° 48' 40.367" N	1° 39' 23.994" E
140	52° 54' 35.314" N	2° 34' 15.972" E	580	52° 48' 40.234" N	1° 39' 24.393" E
141	52° 51' 3.549" N	2° 34' 15.852" E	581	52° 48' 40.107" N	1° 39' 24.797" E
142	52° 51' 3.549" N	2° 34' 15.864" E	582	52° 48' 39.560" N	1° 39' 26.596" E
143	52° 51' 3.486" N	2° 34' 19.188" E	583	52° 48' 39.405" N	1° 39' 27.124" E
144	52° 51' 3.295" N	2° 34' 22.530" E	584	52° 48' 39.261" N	1° 39' 27.661" E
145	52° 51' 2.978" N	2° 34' 25.846" E	585	52° 48' 38.783" N	1° 39' 29.512" E
146	52° 51' 2.535" N	2° 34' 29.122" E	586	52° 48' 38.649" N	1° 39' 30.055" E
147	52° 51' 1.968" N	2° 34' 32.346" E	587	52° 48' 38.525" N	1° 39' 30.606" E
148	52° 51' 1.280" N	2° 34' 35.504" E	588	52° 48' 38.044" N	1° 39' 32.861" E
149	52° 51' 0.473" N	2° 34' 38.585" E	589	52° 48' 37.927" N	1° 39' 33.484" E
150	52° 50' 59.551" N	2° 34' 41.577" E	590	52° 48' 37.569" N	1° 39' 35.557" E
151	52° 50' 58.516" N	2° 34' 44.466" E	591	52° 48' 37.477" N	1° 39' 36.124" E
152	52° 50' 57.374" N	2° 34' 47.243" E	592	52° 48' 37.396" N	1° 39' 36.696" E
153	52° 50' 56.129" N	2° 34' 49.896" E	593	52° 48' 37.137" N	1° 39' 38.662" E
154	52° 50' 54.785" N	2° 34' 52.414" E	594	52° 48' 37.067" N	1° 39' 39.237" E
155	52° 50' 53.348" N	2° 34' 54.788" E	595	52° 48' 37.008" N	1° 39' 39.816" E
156	52° 50' 51.823" N	2° 34' 57.008" E	596	52° 48' 36.824" N	1° 39' 41.805" E
157	52° 50' 50.218" N	2° 34' 59.065" E	597	52° 48' 36.776" N	1° 39' 42.387" E
158	52° 50'	2° 35' 0.952"	598	52° 48'	1° 39'

	48.537" N	E		36.739" N	42.971" E
159	52° 50'	2° 35' 2.661"	599	52° 48'	1° 39'
	46.788" N	E		36.617" N	45.198" E
160	52° 50'	2° 35' 4.185"	600	52° 48'	1° 39'
	44.977" N	E		36.608" N	45.442" E
161	52° 50'	2° 35' 5.518"	601	52° 48'	1° 39'
	43.112" N	E		36.111" N	58.227" E
162	52° 50'	2° 35' 6.655"	602	52° 47'	1° 57'
	41.200" N	E		53.162" N	17.842" E
163	52° 50'	2° 35' 7.591"	603	52° 47'	1° 57'
	39.248" N	E		51.688" N	48.405" E
164	52° 50'	1° 32'	604	52° 47'	1° 58' 0.642"
	37.265" N	42.319" E		50.436" N	E
165	52° 50'	2° 35' 9.346"	605	52° 47'	1° 58'
	32.920" N	E		48.214" N	12.320" E
166	52° 50'	2° 35' 9.316"	606	52° 47'	1° 58'
	2.151" N	E		42.495" N	33.820" E
167	52° 49'	2° 35' 9.346"	607	52° 47'	1° 58'
	58.941" N	E		36.793" N	49.157" E
168	52° 49'	2° 35' 9.840"	608	52° 47'	1° 59' 7.719"
	6.921" N	E		27.713" N	E
169	52° 48'	2° 35' 9.996"	609	52° 47'	1° 59'
	50.491" N	E		19.963" N	19.409" E
170	52° 48'	2° 35'	610	52° 47'	1° 59'
	34.062" N	10.152" E		10.581" N	30.409" E
171	52° 47'	2° 35'	611	52° 45'	2° 1' 51.874"
	39.858" N	10.667" E		3.401" N	E
172	52° 47'	2° 35'	612	52° 45'	2° 1' 52.189"
	38.680" N	10.728" E		3.127" N	E
173	52° 47'	2° 35'	613	52° 45'	2° 1' 53.183"
	37.466" N	10.917" E		2.287" N	E
174	52° 47'	2° 35'	614	52° 45'	2° 1' 53.925"
	36.261" N	11.231" E		1.635" N	E
175	52° 47'	2° 35'	615	52° 45'	2° 1' 54.277"
	35.071" N	11.670" E		1.351" N	E
176	52° 47'	2° 35'	616	52° 45'	2° 1' 55.510"
	33.900" N	12.231" E		0.388" N	E
177	52° 47'	2° 35'	617	52° 45'	2° 1' 55.877"
	32.753" N	12.912" E		0.110" N	E
178	52° 47'	2° 35'	618	52° 44'	2° 1' 56.258"
	31.634" N	13.711" E		59.840" N	E
179	52° 47'	2° 35'	619	52° 44'	2° 1' 57.587"
	30.547" N	14.624" E		58.926" N	E
180	52° 47'	2° 35'	620	52° 44'	2° 1' 57.982"
	29.498" N	15.647" E		58.663" N	E
181	52° 47'	2° 35'	621	52° 44'	2° 1' 58.390"
	28.489" N	16.778" E		58.407" N	E
182	52° 47'	2° 35'	622	52° 44'	2° 1' 59.812"
	27.525" N	18.010" E		57.545" N	E
183	52° 47'	2° 35'	623	52° 44'	
	26.611" N	19.340" E		57.298" N	2° 2' 0.233" E

184	52° 47' 25.748" N	2° 35' 20.762" E	624	52° 44' 57.059" N	2° 2' 0.667" E
185	52° 47' 24.942" N	2° 35' 22.271" E	625	52° 44' 56.253" N	2° 2' 2.175" E
186	52° 47' 24.194" N	2° 35' 23.860" E	626	52° 44' 56.022" N	2° 2' 2.621" E
187	52° 47' 23.509" N	2° 35' 25.523" E	627	52° 44' 55.800" N	2° 2' 3.078" E
188	52° 47' 22.888" N	2° 35' 27.254" E	628	52° 44' 55.053" N	2° 2' 4.667" E
189	52° 47' 22.334" N	2° 35' 29.046" E	629	52° 44' 54.839" N	2° 2' 5.136" E
190	52° 47' 21.849" N	2° 35' 30.892" E	630	52° 44' 54.635" N	2° 2' 5.615" E
191	52° 47' 21.436" N	2° 35' 32.784" E	631	52° 44' 53.950" N	2° 2' 7.278" E
192	52° 47' 21.096" N	2° 35' 34.716" E	632	52° 44' 53.755" N	2° 2' 7.768" E
193	52° 47' 20.829" N	2° 35' 36.679" E	633	52° 44' 53.569" N	2° 2' 8.268" E
194	52° 47' 20.638" N	2° 35' 38.665" E	634	52° 44' 52.949" N	2° 2' 9.998" E
195	52° 47' 20.523" N	2° 35' 40.667" E	635	52° 44' 52.773" N	2° 2' 10.507" E
196	52° 47' 20.485" N	2° 35' 42.678" E	636	52° 44' 52.607" N	2° 2' 11.025" E
197	52° 47' 20.523" N	2° 35' 44.688" E	637	52° 44' 52.053" N	2° 2' 12.816" E
198	52° 47' 20.637" N	2° 35' 46.691" E	638	52° 44' 51.897" N	2° 2' 13.343" E
199	52° 47' 20.744" N	2° 35' 47.803" E	639	52° 44' 51.751" N	2° 2' 13.877" E
200	52° 47' 20.744" N	2° 35' 47.804" E	640	52° 44' 51.267" N	2° 2' 15.722" E
201	52° 47' 21.786" N	2° 35' 56.101" E	641	52° 44' 51.131" N	2° 2' 16.263" E
202	52° 48' 16.490" N	2° 43' 13.626" E	642	52° 44' 51.006" N	2° 2' 16.812" E
203	52° 48' 20.763" N	2° 43' 47.964" E	643	52° 44' 50.593" N	2° 2' 18.703" E
204	52° 48' 21.026" N	2° 43' 49.928" E	644	52° 44' 50.478" N	2° 2' 19.257" E
205	52° 48' 21.364" N	2° 43' 51.862" E	645	52° 44' 50.373" N	2° 2' 19.818" E
206	52° 48' 21.774" N	2° 43' 53.756" E	646	52° 44' 50.034" N	2° 2' 21.747" E
207	52° 48' 22.256" N	2° 43' 55.605" E	647	52° 44' 49.940" N	2° 2' 22.313" E
208	52° 48' 22.808" N	2° 43' 57.400" E	648	52° 44' 49.857" N	2° 2' 22.883" E
209	52° 48'	2° 43'	649	52° 44'	2° 2' 24.844" E

	23.426" N	59.134" E		49.592" N	E
210	52° 48' 24.109" N	2° 44' 0.801" E	650	52° 44' 49.520" N	2° 2' 25.418" E
211	52° 48' 24.854" N	2° 44' 2.393" E	651	52° 44' 49.459" N	2° 2' 25.996" E
212	52° 48' 25.659" N	2° 44' 3.905" E	652	52° 44' 49.268" N	2° 2' 27.980" E
213	52° 48' 26.519" N	2° 44' 5.331" E	653	52° 44' 49.218" N	2° 2' 28.561" E
214	52° 48' 27.432" N	2° 44' 6.665" E	654	52° 44' 49.179" N	2° 2' 29.143" E
215	52° 48' 28.394" N	2° 44' 7.902" E	655	52° 44' 49.065" N	2° 2' 31.144" E
216	52° 48' 29.401" N	2° 44' 9.037" E	656	52° 44' 49.037" N	2° 2' 31.728" E
217	52° 48' 30.449" N	2° 44' 10.065" E	657	52° 44' 49.021" N	2° 2' 32.314" E
218	52° 48' 31.534" N	2° 44' 10.983" E	658	52° 44' 48.989" N	2° 2' 34.021" E
219	52° 48' 32.652" N	2° 44' 11.786" E	659	52° 44' 48.983" N	2° 2' 34.638" E
220	52° 48' 33.799" N	2° 44' 12.472" E	660	52° 44' 49.220" N	2° 15' 49.970" E
221	52° 48' 34.969" N	2° 44' 13.037" E	661	52° 44' 49.236" N	2° 15' 51.345" E
222	52° 48' 36.158" N	2° 44' 13.481" E	662	52° 44' 49.268" N	2° 15' 53.169" E
223	52° 48' 37.362" N	2° 44' 13.800" E	663	52° 44' 49.284" N	2° 15' 53.754" E
224	52° 48' 38.576" N	2° 44' 13.994" E	664	52° 44' 49.311" N	2° 15' 54.339" E
225	52° 48' 39.226" N	2° 44' 14.030" E	665	52° 44' 49.422" N	2° 15' 56.340" E
226	52° 48' 39.637" N	2° 44' 14.030" E	666	52° 44' 49.460" N	2° 15' 56.922" E
227	52° 51' 27.631" N	2° 44' 14.043" E	667	52° 44' 49.509" N	2° 15' 57.503" E
228	52° 52' 45.444" N	2° 44' 14.140" E	668	52° 44' 49.680" N	2° 15' 59.308" E
229	52° 52' 48.722" N	2° 44' 14.144" E	669	52° 44' 49.731" N	2° 15' 59.809" E
230	52° 52' 48.725" N	2° 44' 14.157" E	670	52° 44' 49.791" N	2° 16' 0.309" E
231	52° 52' 50.325" N	2° 44' 14.415" E	671	52° 44' 51.112" N	2° 16' 10.573" E
232	52° 52' 51.923" N	2° 44' 14.716" E	672	52° 44' 51.112" N	2° 16' 10.573" E
233	52° 52' 53.518" N	2° 44' 15.059" E	673	52° 45' 49.555" N	2° 23' 47.080" E
234	52° 52' 55.109" N	2° 44' 15.444" E	674	52° 45' 49.557" N	2° 23' 47.097" E

235	52° 52' 56.696" N	2° 44' 15.871" E	675	52° 46' 11.399" N	2° 26' 38.781" E
236	52° 52' 58.279" N	2° 44' 16.340" E	676	52° 46' 11.399" N	2° 26' 38.782" E
237	52° 52' 59.857" N	2° 44' 16.851" E	677	52° 46' 58.179" N	2° 32' 48.486" E
238	52° 53' 1.430" N	2° 44' 17.403" E	678	52° 46' 59.273" N	2° 32' 57.168" E
239	52° 53' 2.998" N	2° 44' 17.996" E	679	52° 47' 4.976" N	2° 33' 42.433" E
240	52° 53' 4.559" N	2° 44' 18.631" E	680	52° 47' 5.398" N	2° 33' 45.780" E
241	52° 53' 6.115" N	2° 44' 19.307" E	681	52° 47' 6.366" N	2° 33' 53.472" E
242	52° 53' 7.663" N	2° 44' 20.024" E	682	52° 47' 6.366" N	2° 33' 53.473" E
243	52° 53' 9.205" N	2° 44' 20.782" E	683	52° 47' 20.744" N	2° 35' 47.803" E
244	52° 53' 10.739" N	2° 44' 21.580" E	684	52° 47' 20.744" N	2° 35' 47.804" E
245	52° 53' 12.265" N	2° 44' 22.419" E	685	52° 47' 21.786" N	2° 35' 56.101" E
246	52° 53' 13.782" N	2° 44' 23.298" E	686	52° 48' 16.490" N	2° 43' 13.626" E
247	52° 53' 15.291" N	2° 44' 24.217" E	687	52° 48' 20.763" N	2° 43' 47.964" E
248	52° 53' 16.791" N	2° 44' 25.175" E	688	52° 48' 21.026" N	2° 43' 49.928" E
249	52° 53' 18.282" N	2° 44' 26.173" E	689	52° 48' 21.364" N	2° 43' 51.862" E
250	52° 53' 19.763" N	2° 44' 27.211" E	690	52° 48' 21.774" N	2° 43' 53.756" E
251	52° 53' 21.233" N	2° 44' 28.287" E	691	52° 48' 22.256" N	2° 43' 55.605" E
252	52° 53' 22.693" N	2° 44' 29.402" E	692	52° 48' 22.808" N	2° 43' 57.400" E
253	52° 53' 24.142" N	2° 44' 30.555" E	693	52° 48' 23.426" N	2° 43' 59.134" E
254	52° 53' 25.580" N	2° 44' 31.747" E	694	52° 48' 24.109" N	2° 44' 0.801" E
255	52° 53' 27.005" N	2° 44' 32.976" E	695	52° 48' 24.854" N	2° 44' 2.393" E
256	52° 53' 28.419" N	2° 44' 34.243" E	696	52° 48' 25.659" N	2° 44' 3.905" E
257	52° 53' 29.821" N	2° 44' 35.547" E	697	52° 48' 26.519" N	2° 44' 5.331" E
258	52° 53' 31.210" N	2° 44' 36.888" E	698	52° 48' 27.432" N	2° 44' 6.665" E
259	52° 53' 32.585" N	2° 44' 38.265" E	699	52° 48' 28.394" N	2° 44' 7.902" E
260	52° 53'	2° 44'	700	52° 48'	2° 44' 9.037"

	33.947" N	39.679" E		29.401" N	E
261	52° 53' 35.295" N	2° 44' 41.128" E	701	52° 48' 30.449" N	2° 44' 10.065" E
262	52° 53' 36.630" N	2° 44' 42.613" E	702	52° 48' 31.534" N	2° 44' 10.983" E
263	52° 53' 37.949" N	2° 44' 44.133" E	703	52° 48' 32.652" N	2° 44' 11.786" E
264	52° 53' 39.254" N	2° 44' 45.687" E	704	52° 48' 33.799" N	2° 44' 12.472" E
265	52° 53' 40.543" N	2° 44' 47.276" E	705	52° 48' 34.969" N	2° 44' 13.037" E
266	52° 53' 41.818" N	2° 44' 48.898" E	706	52° 48' 36.158" N	2° 44' 13.481" E
267	52° 53' 43.076" N	2° 44' 50.554" E	707	52° 48' 37.362" N	2° 44' 13.800" E
268	52° 53' 44.318" N	2° 44' 52.243" E	708	52° 48' 38.576" N	2° 44' 13.994" E
269	52° 53' 45.543" N	2° 44' 53.965" E	709	52° 48' 39.226" N	2° 44' 14.030" E
270	52° 53' 46.752" N	2° 44' 55.719" E	710	52° 48' 39.637" N	2° 44' 14.030" E
271	52° 53' 47.944" N	2° 44' 57.504" E	711	52° 51' 27.631" N	2° 44' 14.043" E
272	52° 53' 49.118" N	2° 44' 59.321" E	712	52° 52' 45.444" N	2° 44' 14.140" E
273	52° 53' 50.275" N	2° 45' 1.169" E	713	52° 52' 48.722" N	2° 44' 14.144" E
274	52° 53' 51.414" N	2° 45' 3.046" E	714	52° 52' 48.725" N	2° 44' 14.157" E
275	52° 53' 52.534" N	2° 45' 4.954" E	715	52° 52' 50.325" N	2° 44' 14.415" E
276	52° 53' 53.636" N	2° 45' 6.891" E	716	52° 52' 51.923" N	2° 44' 14.716" E
277	52° 53' 54.719" N	2° 45' 8.857" E	717	52° 52' 53.518" N	2° 44' 15.059" E
278	52° 53' 55.783" N	2° 45' 10.851" E	718	52° 52' 55.109" N	2° 44' 15.444" E
279	52° 53' 56.827" N	2° 45' 12.874" E	719	52° 52' 56.696" N	2° 44' 15.871" E
280	52° 53' 57.852" N	2° 45' 14.923" E	720	52° 52' 58.279" N	2° 44' 16.340" E
281	52° 53' 58.857" N	2° 45' 16.999" E	721	52° 52' 59.857" N	2° 44' 16.851" E
282	52° 53' 59.841" N	2° 45' 19.102" E	722	52° 53' 1.430" N	2° 44' 17.403" E
283	52° 54' 0.806" N	2° 45' 21.230" E	723	52° 53' 2.998" N	2° 44' 17.996" E
284	52° 54' 1.749" N	2° 45' 23.384" E	724	52° 53' 4.559" N	2° 44' 18.631" E
285	52° 54' 2.672" N	2° 45' 25.562" E	725	52° 53' 6.115" N	2° 44' 19.307" E

286	52° 54' 3.573" N	2° 45' 27.765" E	726	52° 53' 7.663" N	2° 44' 20.024" E
287	52° 54' 4.453" N	2° 45' 29.990" E	727	52° 53' 9.205" N	2° 44' 20.782" E
288	52° 54' 5.312" N	2° 45' 32.239" E	728	52° 53' 10.739" N	2° 44' 21.580" E
289	52° 54' 6.144" N	2° 45' 34.497" E	729	52° 53' 12.265" N	2° 44' 22.419" E
290	53° 3' 46.017" N	2° 45' 35.676" E	730	52° 53' 13.782" N	2° 44' 23.298" E
291	53° 8' 27.770" N	2° 48' 38.429" E	731	52° 53' 15.291" N	2° 44' 24.217" E
292	53° 13' 52.532" N	3° 2' 3.556" E	732	52° 53' 16.791" N	2° 44' 25.175" E
293	53° 13' 53.967" N	3° 2' 7.131" E	733	52° 53' 18.282" N	2° 44' 26.173" E
294	53° 13' 59.710" N	3° 2' 21.440" E	734	52° 53' 19.763" N	2° 44' 27.211" E
295	53° 14' 8.462" N	3° 2' 43.249" E	735	52° 53' 21.233" N	2° 44' 28.287" E
296	53° 14' 21.060" N	3° 3' 12.673" E	736	52° 53' 22.693" N	2° 44' 29.402" E
297	53° 10' 30.403" N	2° 59' 5.331" E	737	52° 53' 24.142" N	2° 44' 30.555" E
298	53° 10' 30.387" N	2° 59' 6.176" E	738	52° 53' 25.580" N	2° 44' 31.747" E
299	53° 10' 30.403" N	2° 59' 7.022" E	739	52° 53' 27.005" N	2° 44' 32.976" E
300	53° 10' 30.451" N	2° 59' 7.863" E	740	52° 53' 28.419" N	2° 44' 34.243" E
301	53° 10' 30.531" N	2° 59' 8.699" E	741	52° 53' 29.821" N	2° 44' 35.547" E
302	53° 10' 30.641" N	2° 59' 9.524" E	742	52° 53' 31.210" N	2° 44' 36.888" E
303	53° 10' 30.783" N	2° 59' 10.336" E	743	52° 53' 32.585" N	2° 44' 38.265" E
304	53° 10' 30.955" N	2° 59' 11.131" E	744	52° 53' 33.947" N	2° 44' 39.679" E
305	53° 10' 31.157" N	2° 59' 11.907" E	745	52° 53' 35.295" N	2° 44' 41.128" E
306	53° 10' 31.388" N	2° 59' 12.661" E	746	52° 53' 36.630" N	2° 44' 42.613" E
307	53° 10' 31.646" N	2° 59' 13.389" E	747	52° 53' 37.949" N	2° 44' 44.133" E
308	53° 10' 31.932" N	2° 59' 14.088" E	748	52° 53' 39.254" N	2° 44' 45.687" E
309	53° 10' 32.243" N	2° 59' 14.756" E	749	52° 53' 40.543" N	2° 44' 47.276" E
310	53° 10' 32.579" N	2° 59' 15.390" E	750	52° 53' 41.818" N	2° 44' 48.898" E
311	53° 10'	2° 59'	751	52° 53'	2° 44'

	32.938" N	15.988" E		43.076" N	50.554" E
312	53° 10'	2° 59'	752	52° 53'	2° 44'
	33.319" N	16.548" E		44.318" N	52.243" E
313	53° 10'	2° 59'	753	52° 53'	2° 44'
	33.721" N	17.066" E		45.543" N	53.965" E
314	53° 10'	2° 59'	754	52° 53'	2° 44'
	34.141" N	17.541" E		46.752" N	55.719" E
315	53° 10'	2° 59'	755	52° 53'	2° 44'
	34.578" N	17.972" E		47.944" N	57.504" E
316	53° 10'	2° 59'	756	52° 53'	2° 44'
	35.031" N	18.356" E		49.118" N	59.321" E
317	53° 10'	2° 59'	757	52° 53'	2° 45' 1.169"
	35.497" N	18.692" E		50.275" N	E
318	53° 10'	2° 59'	758	52° 53'	2° 45' 3.046"
	35.975" N	18.978" E		51.414" N	E
319	53° 10'	2° 59'	759	52° 53'	2° 45' 4.954"
	36.463" N	19.214" E		52.534" N	E
320	53° 10'	2° 59'	760	52° 53'	2° 45' 6.891"
	36.959" N	19.398" E		53.636" N	E
321	53° 10'	2° 59'	761	52° 53'	2° 45' 8.857"
	37.461" N	19.531" E		54.719" N	E
322	53° 10'	2° 59'	762	52° 53'	2° 45'
	37.966" N	19.610" E		55.783" N	10.851" E
323	53° 10'	2° 59'	763	52° 53'	2° 45'
	38.474" N	19.637" E		56.827" N	12.874" E
324	53° 10'	2° 59'	764	52° 53'	2° 45'
	38.982" N	19.610" E		57.852" N	14.923" E
325	53° 10'	2° 59'	765	52° 53'	2° 45'
	39.488" N	19.531" E		58.857" N	16.999" E
326	53° 10'	2° 59'	766	52° 53'	2° 45'
	39.990" N	19.399" E		59.841" N	19.102" E
327	53° 10'	2° 59'	767	52° 54'	2° 45'
	40.485" N	19.214" E		0.806" N	21.230" E
328	53° 10'	2° 59'	768	52° 54'	2° 45'
	40.973" N	18.978" E		1.749" N	23.384" E
329	53° 10'	2° 59'	769	52° 54'	2° 45'
	41.451" N	18.692" E		2.672" N	25.562" E
330	53° 10'	2° 59'	770	52° 54'	2° 45'
	41.918" N	18.356" E		3.573" N	27.765" E
331	53° 10'	2° 59'	771	52° 54'	2° 45'
	42.370" N	17.972" E		4.453" N	29.990" E
332	53° 10'	2° 59'	772	52° 54'	2° 45'
	42.807" N	17.542" E		5.312" N	32.239" E
333	53° 10'	2° 59'	773	52° 54'	2° 45'
	43.228" N	17.067" E		6.144" N	34.497" E
334	53° 10'	2° 59'	774	53° 3'	2° 45'
	43.629" N	16.548" E		46.017" N	35.676" E
335	53° 10'	2° 59'	775	53° 8'	2° 48'
	44.010" N	15.989" E		27.770" N	38.429" E
336	53° 10'	2° 59'	776	53° 13'	
	44.369" N	15.391" E		52.532" N	3° 2' 3.556" E

337	53° 10' 44.705" N	2° 59' 14.757" E	777	53° 13' 53.967" N	3° 2' 7.131" E
338	53° 10' 45.017" N	2° 59' 14.089" E	778	53° 13' 59.710" N	3° 2' 21.440" E
339	53° 10' 45.302" N	2° 59' 13.389" E	779	53° 14' 8.462" N	3° 2' 43.249" E
340	53° 10' 45.561" N	2° 59' 12.661" E	780	53° 14' 21.060" N	3° 3' 12.673" E
341	53° 10' 45.792" N	2° 59' 11.908" E	781	53° 10' 30.403" N	2° 59' 5.331" E
342	53° 10' 45.993" N	2° 59' 11.132" E	782	53° 10' 30.387" N	2° 59' 6.176" E
343	53° 10' 46.166" N	2° 59' 10.336" E	783	53° 10' 30.403" N	2° 59' 7.022" E
344	53° 10' 46.307" N	2° 59' 9.524" E	784	53° 10' 30.451" N	2° 59' 7.863" E
345	53° 10' 46.418" N	2° 59' 8.699" E	785	53° 10' 30.531" N	2° 59' 8.699" E
346	53° 10' 46.498" N	2° 59' 7.864" E	786	53° 10' 30.641" N	2° 59' 9.524" E
347	53° 10' 46.545" N	2° 59' 7.022" E	787	53° 10' 30.783" N	2° 59' 10.336" E
348	53° 10' 46.561" N	2° 59' 6.176" E	788	53° 10' 30.955" N	2° 59' 11.131" E
349	53° 10' 46.545" N	2° 59' 5.331" E	789	53° 10' 31.157" N	2° 59' 11.907" E
350	53° 10' 46.498" N	2° 59' 4.489" E	790	53° 10' 31.388" N	2° 59' 12.661" E
351	53° 10' 46.418" N	2° 59' 3.654" E	791	53° 10' 31.646" N	2° 59' 13.389" E
352	53° 10' 46.307" N	2° 59' 2.829" E	792	53° 10' 31.932" N	2° 59' 14.088" E
353	53° 10' 46.166" N	2° 59' 2.017" E	793	53° 10' 32.243" N	2° 59' 14.756" E
354	53° 10' 45.993" N	2° 59' 1.221" E	794	53° 10' 32.579" N	2° 59' 15.390" E
355	53° 10' 45.792" N	2° 59' 0.445" E	795	53° 10' 32.938" N	2° 59' 15.988" E
356	53° 10' 45.561" N	2° 58' 59.691" E	796	53° 10' 33.319" N	2° 59' 16.548" E
357	53° 10' 45.302" N	2° 58' 58.964" E	797	53° 10' 33.721" N	2° 59' 17.066" E
358	53° 10' 45.017" N	2° 58' 58.264" E	798	53° 10' 34.141" N	2° 59' 17.541" E
359	53° 10' 44.705" N	2° 58' 57.596" E	799	53° 10' 34.578" N	2° 59' 17.972" E
360	53° 10' 44.369" N	2° 58' 56.962" E	800	53° 10' 35.031" N	2° 59' 18.356" E
361	53° 10' 44.010" N	2° 58' 56.364" E	801	53° 10' 35.497" N	2° 59' 18.692" E
362	53° 10'	2° 58'	802	53° 10'	2° 59'

	43.629" N	55.804" E		35.975" N	18.978" E
363	53° 10'	2° 58'	803	53° 10'	2° 59'
	43.228" N	55.286" E		36.463" N	19.214" E
364	53° 10'	2° 58'	804	53° 10'	2° 59'
	42.807" N	54.811" E		36.959" N	19.398" E
365	53° 10'	2° 58'	805	53° 10'	2° 59'
	42.370" N	54.380" E		37.461" N	19.531" E
366	53° 10'	2° 58'	806	53° 10'	2° 59'
	41.918" N	53.997" E		37.966" N	19.610" E
367	53° 10'	2° 58'	807	53° 10'	2° 59'
	41.451" N	53.661" E		38.474" N	19.637" E
368	53° 10'	2° 58'	808	53° 10'	2° 59'
	40.973" N	53.374" E		38.982" N	19.610" E
369	53° 10'	2° 58'	809	53° 10'	2° 59'
	40.485" N	53.139" E		39.488" N	19.531" E
370	53° 10'	2° 58'	810	53° 10'	2° 59'
	39.990" N	52.954" E		39.990" N	19.399" E
371	53° 10'	2° 58'	811	53° 10'	2° 59'
	39.488" N	52.822" E		40.485" N	19.214" E
372	53° 10'	2° 58'	812	53° 10'	2° 59'
	38.982" N	52.742" E		40.973" N	18.978" E
373	53° 10'	2° 58'	813	53° 10'	2° 59'
	38.474" N	52.716" E		41.451" N	18.692" E
374	53° 10'	2° 58'	814	53° 10'	2° 59'
	37.966" N	52.742" E		41.918" N	18.356" E
375	53° 10'	2° 58'	815	53° 10'	2° 59'
	37.461" N	52.822" E		42.370" N	17.972" E
376	53° 10'	2° 58'	816	53° 10'	2° 59'
	36.959" N	52.954" E		42.807" N	17.542" E
377	53° 10'	2° 58'	817	53° 10'	2° 59'
	36.463" N	53.139" E		43.228" N	17.067" E
378	53° 10'	2° 58'	818	53° 10'	2° 59'
	35.975" N	53.375" E		43.629" N	16.548" E
379	53° 10'	2° 58'	819	53° 10'	2° 59'
	35.497" N	53.661" E		44.010" N	15.989" E
380	53° 10'	2° 58'	820	53° 10'	2° 59'
	35.031" N	53.997" E		44.369" N	15.391" E
381	53° 10'	2° 58'	821	53° 10'	2° 59'
	34.578" N	54.381" E		44.705" N	14.757" E
382	53° 10'	2° 58'	822	53° 10'	2° 59'
	34.141" N	54.812" E		45.017" N	14.089" E
383	53° 10'	2° 58'	823	53° 10'	2° 59'
	33.721" N	55.287" E		45.302" N	13.389" E
384	53° 10'	2° 58'	824	53° 10'	2° 59'
	33.319" N	55.805" E		45.561" N	12.661" E
385	53° 10'	2° 58'	825	53° 10'	2° 59'
	32.938" N	56.364" E		45.792" N	11.908" E
386	53° 10'	2° 58'	826	53° 10'	2° 59'
	32.579" N	56.962" E		45.993" N	11.132" E
387	53° 10'	2° 58'	827	53° 10'	2° 59'
	32.243" N	57.597" E		46.166" N	10.336" E

388	53° 10' 31.932" N	2° 58' 58.265" E	828	53° 10' 46.307" N	2° 59' 9.524" E
389	53° 10' 31.646" N	2° 58' 58.964" E	829	53° 10' 46.418" N	2° 59' 8.699" E
390	53° 10' 31.388" N	2° 58' 59.692" E	830	53° 10' 46.498" N	2° 59' 7.864" E
391	53° 10' 31.157" N	2° 59' 0.445" E	831	53° 10' 46.545" N	2° 59' 7.022" E
392	53° 10' 30.955" N	2° 59' 1.221" E	832	53° 10' 46.561" N	2° 59' 6.176" E
393	53° 10' 30.783" N	2° 59' 2.017" E	833	53° 10' 46.545" N	2° 59' 5.331" E
394	53° 10' 30.641" N	2° 59' 2.829" E	834	53° 10' 46.498" N	2° 59' 4.489" E
395	53° 10' 30.531" N	2° 59' 3.654" E	835	53° 10' 46.418" N	2° 59' 3.654" E
396	53° 10' 30.451" N	2° 59' 4.489" E	836	53° 10' 46.307" N	2° 59' 2.829" E
397	52° 52' 23.652" N	2° 46' 27.791" E	837	53° 10' 46.166" N	2° 59' 2.017" E
398	52° 51' 50.970" N	2° 46' 27.714" E	838	53° 10' 45.993" N	2° 59' 1.221" E
399	52° 52' 49.498" N	2° 52' 4.152" E	839	53° 10' 45.792" N	2° 59' 0.445" E
400	52° 53' 4.385" N	2° 51' 57.093" E	840	53° 10' 45.561" N	2° 58' 59.691" E
401	52° 53' 19.948" N	2° 51' 49.713" E	841	53° 10' 45.302" N	2° 58' 58.964" E
402	53° 14' 28.789" N	3° 3' 31.257" E	842	53° 10' 45.017" N	2° 58' 58.264" E
403	52° 56' 14.962" N	3° 8' 41.012" E	843	53° 10' 44.705" N	2° 58' 57.596" E
404	52° 52' 23.652" N	2° 46' 27.791" E	844	53° 10' 44.369" N	2° 58' 56.962" E
405	52° 47' 34.455" N	2° 46' 27.112" E	845	53° 10' 44.010" N	2° 58' 56.364" E
406	52° 47' 27.871" N	2° 45' 34.063" E	846	53° 10' 43.629" N	2° 58' 55.804" E
407	52° 47' 16.559" N	2° 44' 3.046" E	847	53° 10' 43.228" N	2° 58' 55.286" E
408	52° 47' 15.589" N	2° 43' 55.247" E	848	53° 10' 42.807" N	2° 58' 54.811" E
409	52° 47' 15.589" N	2° 43' 55.243" E	849	53° 10' 42.370" N	2° 58' 54.380" E
410	52° 47' 14.341" N	2° 43' 45.216" E	850	53° 10' 41.918" N	2° 58' 53.997" E
411	52° 47' 13.615" N	2° 43' 39.381" E	851	53° 10' 41.451" N	2° 58' 53.661" E
412	52° 43' 46.039" N	2° 16' 19.075" E	852	53° 10' 40.973" N	2° 58' 53.374" E
413	52° 43'	2° 16'	853	53° 10'	2° 58'

	45.182" N	10.004" E		40.485" N	53.139" E
414	52° 43' 44.634" N	2° 16' 0.162" E	854	53° 10' 39.990" N	2° 58' 52.954" E
415	52° 43' 44.531" N	2° 15' 54.221" E	855	53° 10' 39.488" N	2° 58' 52.822" E
416	52° 43' 44.490" N	2° 15' 51.462" E	856	53° 10' 38.982" N	2° 58' 52.742" E
417	52° 43' 44.512" N	2° 7' 23.550" E	857	53° 10' 38.474" N	2° 58' 52.716" E
418	52° 42' 44.166" N	2° 3' 14.512" E	858	53° 10' 37.966" N	2° 58' 52.742" E
419	52° 42' 43.152" N	2° 3' 9.802" E	859	53° 10' 37.461" N	2° 58' 52.822" E
420	52° 42' 42.369" N	2° 3' 4.946" E	860	53° 10' 36.959" N	2° 58' 52.954" E
421	52° 42' 31.534" N	2° 1' 44.644" E	861	53° 10' 36.463" N	2° 58' 53.139" E
422	52° 42' 31.056" N	2° 1' 40.338" E	862	53° 10' 35.975" N	2° 58' 53.375" E
423	52° 42' 30.948" N	2° 1' 39.044" E	863	53° 10' 35.497" N	2° 58' 53.661" E
424	52° 42' 30.701" N	2° 1' 34.686" E	864	53° 10' 35.031" N	2° 58' 53.997" E
425	52° 42' 30.654" N	2° 1' 30.309" E	865	53° 10' 34.578" N	2° 58' 54.381" E
426	52° 42' 30.675" N	2° 1' 29.003" E	866	53° 10' 34.141" N	2° 58' 54.812" E
427	52° 42' 30.833" N	2° 1' 25.173" E	867	53° 10' 33.721" N	2° 58' 55.287" E
428	52° 42' 33.173" N	2° 0' 49.768" E	868	53° 10' 33.319" N	2° 58' 55.805" E
429	52° 42' 34.216" N	2° 0' 40.941" E	869	53° 10' 32.938" N	2° 58' 56.364" E
430	52° 42' 34.439" N	2° 0' 39.649" E	870	53° 10' 32.579" N	2° 58' 56.962" E
431	52° 42' 35.302" N	2° 0' 35.379" E	871	53° 10' 32.243" N	2° 58' 57.597" E
432	52° 42' 41.649" N	2° 0' 7.655" E	872	53° 10' 31.932" N	2° 58' 58.265" E
433	52° 42' 43.788" N	2° 0' 0.073" E	873	53° 10' 31.646" N	2° 58' 58.964" E
434	52° 42' 44.149" N	1° 59' 59.016" E	874	53° 10' 31.388" N	2° 58' 59.692" E
435	52° 42' 45.445" N	1° 59' 55.557" E	875	53° 10' 31.157" N	2° 59' 0.445" E
436	52° 42' 55.437" N	1° 59' 30.877" E	876	53° 10' 30.955" N	2° 59' 1.221" E
437	52° 42' 55.855" N	1° 59' 29.924" E	877	53° 10' 30.783" N	2° 59' 2.017" E
438	52° 42' 58.378" N	1° 59' 24.593" E	878	53° 10' 30.641" N	2° 59' 2.829" E

439	52° 42' 58.842" N	1° 59' 23.685" E	879	53° 10' 30.531" N	2° 59' 3.654" E
440	52° 43' 0.673" N	1° 59' 20.588" E	880	53° 10' 30.451" N	2° 59' 4.489" E

## PART 2

### Ancillary Works

1. Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised development;
- (b) beacons, fenders and other navigational warning or ship impact protection works; and
- (c) temporary works for the benefit or protection of land or structures affected by the authorised development.

## PART 3

### Requirements

#### Time limits

1. The authorised project must commence no later than the expiration of five years beginning with the date this Order comes into force.

#### Detailed offshore design parameters

2.—(1) Subject to paragraph (2), any wind turbine generator forming part of the authorised project must not—

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;
- (d) be less than 760 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 760 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind);
- (e) have a draught height of less than 22 metres from MHWS.

(2) References to the location of a wind turbine generator in paragraph (2) above are references to the centre point of that turbine.

3.—(1) The total number of wind turbine generators forming part of the authorised project must not exceed 180.

(2) The total number of offshore electrical platforms forming part of the authorised project must not exceed two.

(3) The total number of offshore service platforms must not exceed one.

(4) The total number of meteorological masts must not exceed two.

(5) The total number of LIDAR measurement buoys must not exceed two and the total number of wave measurement buoys must not exceed two.

4.—(1) The dimensions of any offshore electrical platforms forming part of the authorised project (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) The dimensions of any offshore service platform forming part of the authorised project (excluding helipads) must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

(3) Each meteorological mast must not exceed a height of 200 metres above HAT.

(4) Each meteorological mast must not have more than one supporting foundation.

5.—(1) The total length of cables must not exceed 1,190 kilometres and the total length of cable trench within which the cables will be placed must not exceed 910 kilometres;

(2) The total volume of cable protection must not exceed 321,436m<sup>3</sup>

(3) The total area occupied by cable protection must not exceed 606,086m<sup>2</sup>; and

(4) The length of cables and volume and area of cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following parameters in respect of the corresponding Work Nos.—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 1(e and f) (array)	600 kilometres	204,000 m <sup>3</sup>	400,000 m <sup>2</sup>
Work No. 3A (interconnector link)	90 kilometres	17,000 m <sup>3</sup>	34,000 m <sup>2</sup>
Work No. 3B (project interconnector)	180 kilometres	41,000 m <sup>3</sup>	74,000 m <sup>2</sup>
Work No. 4A and 4B (export cable)	500 kilometres	76,436 m <sup>3</sup>	132,086 m <sup>2</sup>

(5) In the event of scenario 1, the undertaker may commence either Work No. 3A or Work No. 3B and, for the avoidance of doubt, must not commence both of Work No. 3A and Work No. 3B.

6.—(1) In relation to a wind turbine generator, each foundation using piles must not have—

(a) more than four driven piles;

(b) in the case of single pile structures, a pile diameter which is more than 15 metres; or

(c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963m<sup>2</sup>.

7.—(1) In relation to a meteorological mast, each foundation using piles must not have—

(a) more than four driven piles;

(b) in the case of single pile structures, a pile diameter which is more than 10 metres;

(c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

8.—(1) In relation to an offshore electrical platform, each foundation using piles must not have—

(a) more than 18 driven piles;

(b) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to the offshore electrical platform(s), the foundations must not have a combined seabed footprint area (excluding scour protection) of greater than 15,000 m<sup>2</sup>.

9.—(1) In relation to any offshore service platform, each foundation using piles must not have—

- (a) more than six driven piles;
- (b) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to an offshore service platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

10.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 78.5m<sup>2</sup> per buoy and 157m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

11. The total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts, offshore electrical platforms and LIDAR measurement buoys forming part of the authorised project must not exceed 27,369,513m<sup>3</sup> or 5,473,903m<sup>2</sup> and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan.

#### **Aviation safety**

12.—(1) The undertaker must exhibit such lights, with such shape, colour and character and at such times as are required in writing by Air Navigation Order 2016(a) and/or determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the CAA. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised development unless otherwise agreed in writing with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the offshore works, in writing of the following information—

- (a) the date of the commencement of construction of the offshore works;
- (b) the date any wind turbine generators are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any wind turbine generator, meteorological mast, offshore electrical platform and offshore service platform to be constructed;
- (e) the latitude and longitude of each wind turbine generator, meteorological mast, offshore electrical platform and offshore service platform to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the offshore works.

#### **Ministry of Defence surveillance operations**

13.—(1) No wind turbine generator forming part of the authorised development is permitted to rotate its rotor blades on its horizontal axis until the Secretary of State having consulted with the Ministry of Defence confirms satisfaction in writing that appropriate mitigation will be implemented and maintained for the life of the authorised development and that arrangements

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have been put in place with the Ministry of Defence to ensure that the approved mitigation is implemented.

(2) For the purposes of this requirement—

- (a) “appropriate mitigation” means measures to prevent or remove any adverse effects which the authorised development will have on the air defence radar at Remote Radar Head (RRH) Trimingham and the Ministry of Defence’s air surveillance and control operations;
- (b) “approved mitigation” means the detailed Radar Mitigation Scheme (RMS) that will set out the appropriate measures and timescales for implementation as agreed with the Ministry of Defence at the time the Secretary of State confirms satisfaction in writing in accordance with paragraph (1);
- (c) “Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, Kingston Road, Sutton Coldfield, B75 7RL or any successor body.

(3) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the life of the authorised development.

### **Offshore decommissioning**

14. No offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act has been submitted to the Secretary of State for approval.

### **Scenarios, stages, and phases of authorised development onshore**

15.—(1) Subject to paragraph (2), the undertaker may commence only:

- (a) scenario 1; or
- (b) scenario 2.

(2) In the event that the Norfolk Vanguard Offshore Wind Farm is commenced (in accordance with the meaning contained in article 2 of the Norfolk Vanguard DCO), the undertaker may only commence scenario 1 and, for the avoidance of doubt, must not commence scenario 2.

(3) The onshore transmission works may not be commenced until notification has been submitted to the relevant planning authority:

- (a) as to whether the undertaker intends to commence scenario 1 or scenario 2; and
- (b) detailing whether the onshore transmission works will be constructed in a single onshore phase or in two onshore phases.

(4) The onshore transmission works may not be commenced until a written scheme setting out the stages of the onshore transmission works for the relevant onshore phase has been submitted to the relevant planning authority.

(5) The written scheme must be implemented as notified under paragraph (4).

### **Detailed design parameters onshore**

16.—(1) The total number of converter buildings for the onshore project substation must not exceed two.

(2) Construction works for the onshore project substation must not commence until details of the layout, scale and external appearance of the same have been submitted to and approved by the relevant planning authority.

(3) The onshore project substation must be constructed in accordance with the details approved by the relevant planning authority.

(4) Any details provided by the undertaker pursuant to paragraph (2) must accord with the design and access statement and be within the Order limits.

(5) Buildings (including the converter buildings) comprised in Work No. 8A must not exceed a height of 19 metres above existing ground level and external electrical equipment comprised in Work No. 8A must not exceed a height of 25 metres above existing ground level.

(6) The total footprint of each converter building must not exceed 110 metres by 70 metres.

(7) The fenced compound area (excluding its accesses) for the onshore project substation comprised in Work No. 8A must not exceed 250 metres by 300 metres.

(8) For the purposes of paragraph (5) of this requirement,

(a) In the event of scenario 1, 'existing ground level' means 73 metres above ordnance datum; and

(b) In the event of scenario 2, 'existing ground level' means 72 metres above ordnance datum.

(9) The external electrical equipment comprised in Work No. 10A must not exceed a height of 15 metres above existing ground level.

(10) For the purposes of paragraph (9) of this requirement, 'existing ground level' means 69 metres above ordnance datum.

(11) The fenced compound area (excluding its accesses) for the extension to the Necton National Grid substation comprised in Work No. 10A must not exceed 135 metres by 150 metres in the event of scenario 1, or exceed 200 metres by 150 metres in the event of scenario 2.

(12) In the event of scenario 2:

(a) construction works for the permanent replacement overhead pylons comprised in Work No. 11A must not commence until details of the same have been submitted to and approved by the relevant planning authority;

(b) the permanent replacement overhead line pylon works comprised in Work No. 11A must be constructed in accordance with the details approved by the relevant planning authority;

(c) the permanent replacement overhead line pylons comprised in Work No. 11A must not exceed a height of 55 metres above existing ground level, and for the purposes of this sub-paragraph 'existing ground level' means between 66 and 69 metres above ordnance datum in respect of the eastern pylon identified on work plan 41b of 42 with the letter 'E' and between 68 and 70 metres above ordnance datum in respect of the western pylon identified on work plan 41b of 42 with the letter 'W'; and

(d) the total footprint of each permanent replacement overhead line pylon comprised in Work No. 11A must not exceed 25 metres by 25 metres.

(13) In the event of scenario 2, trenchless installation techniques must be used for the purposes of passing under—

(a) the River Wensum (Work No. 7);

(b) King's Beck (Work No. 5);

(c) Wendling Beck (Work No. 7);

(d) River Bure (Work No. 6);

(e) North Walsham and Dilham Canal (Work No. 5);

(f) the Witton Hall Plantation along Old Hall Road (Work No. 5);

(g) the Wendling Carr County Wildlife Site (Work No. 7);

(h) Little Wood County Wildlife Site (Work No. 7);

(i) land south of the Dillington Carr County Wildlife Site (Work No. 7);

(j) Kerdiston proposed County Wildlife Site (Work No. 6);

(k) Marriott's Way County Wildlife Site/ Public Right of Way (Work No. 6);

(l) Paston Way and Knapton Cutting County Wildlife Site (Work No. 5);

(m) Norfolk Coast Path (Work No. 4C);

(n) Norwich to Cromer railway line at north Walsham (Work No. 5);

- (o) Wymondham to North Elmham Railway line at Dereham (Work No. 7);
- (p) A47 Road (Work No. 7);
- (q) A140 Road (Work No. 6);
- (r) A149 Road (Work No. 5); and
- (s) A1067 Road (Work No. 7).

(14) The number of underground cable ducts to be installed at the landfall must not exceed two.

(15) The footprint of temporary works areas must not exceed the following parameters:

<i>Temporary Work Area</i>	<i>Maximum footprint (m<sup>2</sup>)</i>
Mobilisation areas	10,000 m <sup>2</sup> for each mobilisation area
Trenchless crossing compounds (Scenario 2 only)	7,500m <sup>2</sup> at each drill entry site and 5,000m <sup>2</sup> at each drill exit site
Temporary landfall compounds at Work No. 4C (up to two)	3,000 m <sup>2</sup> for each compound
Temporary construction compound associated with Work No. 8A and 8B.	20,000 m <sup>2</sup>

### **Landfall method statement**

17.—(1) Works No. 4A, 4B or 4C must not commence until a method statement for the construction of Works No. 4A, 4B and 4C has been submitted to and approved in writing by North Norfolk District Council in consultation with the relevant statutory nature conservation body.

(2) The method statement referred to in sub-paragraph (1) must include measures for long horizontal directional drilling below the coastal shore platform and cliff base at the landfall as well as measures for ongoing inspection of Work No. 4C and reporting of results to North Norfolk District Council during the operation of the authorised project.

(3) In the event that inspections indicate that as a result of the rate and extent of landfall erosion Work No. 4C could become exposed during the operation of the authorised project the undertaker must, as soon as practicable, submit proposals in writing for remedial measures to protect Work No. 4C, together with a timetable for their implementation, to North Norfolk District Council for their approval in consultation with the relevant statutory nature conservation body.

(4) The method statement and any proposals for remedial measures must be implemented as approved.

### **Provision of landscaping**

18.—(1) No stage of the onshore transmission works may commence until for that stage a written landscaping management scheme and associated work programme (which accords with the outline landscape and ecological management strategy) has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body.

(2) The landscaping management scheme must include details of proposed hard and soft landscaping works appropriate for the relevant stage, including—

- (a) location, number, species, size and planting density of any proposed planting, including any trees;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) hard surfacing materials;
- (d) details of existing trees to be removed, and details of existing trees and hedgerows to be retained with measures for their protection during the construction period;
- (e) retained historic landscape features and proposals for restoration, where relevant;
- (f) implementation timetables for all landscaping works;

- (g) proposed finished heights, form and gradient of earthworks;
- (h) maintenance of the landscaping;
- (i) sustainable drainage measures integrated into the details of hard and soft landscaping works at the onshore project substation (Work No. 8B); and
- (j) guidance on the use of materials and colours relating to the design of the onshore project substation (Work No. 8A).

(3) The landscaping management scheme must be implemented as approved.

### **Implementation and maintenance of landscaping**

**19.—**(1) All landscaping works must be carried out in accordance with the landscaping management schemes approved under requirement 18 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Any tree or shrub planted as part of an approved landscaping management scheme that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise agreed in writing with the relevant planning authority.

### **Code of construction practice**

**20.—**(1) No stage of the onshore transmission works may commence until for that stage a code of construction practice has been submitted to and approved by the relevant planning authority, in consultation with Norfolk County Council, the Environment Agency and the relevant statutory nature conservation body.

(2) The code of construction practice must accord with the outline code of construction practice and include details, as appropriate to the relevant stage, on—

- (a) relevant health, safety and environmental legislation and compliance;
- (b) local community liaison responsibilities;
- (c) artificial light emissions;
- (d) contaminated land and groundwater;
- (e) construction noise and vibration;
- (f) soil management;
- (g) construction method statements;
- (h) site and excavated waste management;
- (i) construction surface water and drainage;
- (j) materials management;
- (k) screening, fencing and site security;
- (l) air quality
- (m) invasive species management; and
- (n) proposals for managing public rights of way.

(3) The code of construction practice approved in relation to the relevant stage of the onshore transmission works must be followed in relation to that stage of the onshore transmission works.

(4) Pre-commencement screening, fencing and site security works must only take place in accordance with a specific plan for such pre-commencement works which must accord with the relevant details for screening, fencing and site security set out in the outline code of construction practice, and which has been submitted to and approved by the relevant planning authority.

## **Traffic**

**21.—**(1) No stage of the onshore transmission works may commence until for that stage the following plans, as appropriate for the relevant stage, have for that stage been submitted to and approved by the relevant planning authority in consultation with the highway authority—

- (a) a traffic management plan which must be in accordance with the outline traffic management plan;
- (b) a travel plan which must be in accordance with the outline travel plan; and
- (c) an access management plan which must be in accordance with the outline access management plan.

(2) The plans approved under paragraph (1) must be implemented upon commencement of the relevant stage of the onshore transmission works.

(3) If any of the accesses identified in the outline access management plan are required for pre-commencement archaeological investigations, a specific plan for such accesses which must accord with the relevant details set out in the outline access management plan must be submitted to and approved by the relevant planning authority, in consultation with the highway authority, prior to the construction and use of such accesses. The accesses identified must be constructed and used in accordance with the details contained in the specific plan so approved.

(4) In circumstances where the Hornsea Project 3 Development Consent Order is granted and development of Hornsea Project 3 commences, and notwithstanding the requirement of subparagraph (a) of paragraph (1) above, the traffic management plan shall include, in respect of Link 34 as referred to in Chapter 24 of the environmental statement, revised details of a scheme of traffic mitigation which shall be submitted to, and approved in writing by, the relevant planning authority, in consultation with the highway authority.

## **Highway accesses**

**22.—**(1) The access management plan submitted for approval under Requirement 21(1)(c) must include details of the siting, design, layout and any access management measures for any new, permanent or temporary means of access (including, where relevant, details of reinstatement measures) to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic.

(2) The highway accesses for each stage of the onshore transmission works must be constructed or altered and the works described in paragraph (1) above in relation to access management measures must be carried out, as the case may be, in accordance with the approved details before they are brought into use for the purposes of the authorised project.

## **Archaeological written scheme of investigation**

**23.—**(1) No stage of the onshore transmission works may commence until for that stage an archaeological written scheme of investigation (which accords with the outline written scheme of investigation (onshore)) has, after consultation with Norfolk County Council and Historic England, been submitted to and approved by the relevant planning authority.

(2) In the event that archaeological site investigation is required, the scheme must include details of the following—

- (a) an assessment of significance and research questions; and
- (b) the programme and methodology of site investigation and recording;
- (c) the programme for post investigation assessment;
- (d) provision to be made for analysis of the site investigation and recording;
- (e) provision to be made for publication and dissemination of the analysis and records of the site investigation;
- (f) provision to be made for archive deposition of the analysis and records of the site investigation; and

(g) nomination of a competent person or persons/organisation to undertake the works set out within the written scheme of investigation.

(3) Any archaeological site investigation, archaeological works or watching brief must be carried out in accordance with the approved scheme.

(4) Pre-commencement surveys, site preparation works and archaeological investigations must only take place in accordance with a specific written scheme of investigation which is in accordance with the details set out in the outline written scheme of investigation (onshore), and which has been submitted to and approved by the relevant planning authority.

### **Ecological management plan**

**24.**—(1) No stage of the onshore transmission works may commence until for that stage a written ecological management plan (which accords with the outline landscape and ecological management strategy as appropriate for the relevant stage) has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body. The ecological management plan must be informed by post consent ecological surveying of previously un-surveyed areas for the relevant stage.

(2) The ecological management plan must include an implementation timetable and must be carried out as approved.

(3) Pre-commencement site clearance works must only take place in accordance with a specific ecological management plan for site clearance works which is in accordance with the relevant details for site clearance works set out in the outline landscape and ecological management strategy, and which has been submitted to and approved by the relevant planning authority. The plan for site clearance works must be informed by post consent ecological surveying of previously un-surveyed areas for the relevant stage referred to in the plan.

(4) Construction works within 5km of the Broadland Special Protection Area and Ramsar site must be carried out in accordance with the mitigation relating to onshore ornithology contained in section 10.3.1 to 10.3.2 of the outline landscape and ecological management strategy, which must be incorporated into the ecological management plan.

### **Watercourse crossings**

**25.**—(1) No stage of the onshore transmission works involving the crossing, diversion and subsequent reinstatement of any designated main river or ordinary watercourse may commence until a scheme and programme for any such crossing, diversion and reinstatement in that stage has been submitted to and, approved by the relevant planning authority in consultation with Norfolk County Council, the Environment Agency, relevant drainage authorities and the relevant statutory nature conservation body.

(2) The designated main river or ordinary watercourse must be crossed, diverted and subsequently reinstated in accordance with the approved scheme and programme.

(3) Unless otherwise permitted under paragraph (1), throughout the period of construction of the onshore transmission works, all ditches, watercourses, field drainage systems and culverts must be maintained such that the flow of water is not impaired or the drainage onto and from adjoining land rendered less effective.

### **Construction hours**

**26.**—(1) Construction work for the onshore transmission works must only take place between 0700 hours and 1900 hours Monday to Friday, and 0700 hours to 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in paragraphs (2) to (4).

(2) Outside the hours specified in paragraph (1), construction work may be undertaken for essential activities including but not limited to—

- (a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring, drilling, and pulling cables (including fibre optic cables) through ducts;
  - (b) delivery to the onshore transmission works of abnormal loads that may otherwise cause congestion on the local road network;
  - (c) works required that may necessitate the temporary closure of roads;
  - (d) onshore transmission works requiring trenchless installation techniques;
  - (e) onshore transmission works at the landfall;
  - (f) commissioning or outage works associated with the extension to the Necton National Grid substation comprised within Work No. 10A;
  - (g) commissioning or outage works associated with the overhead line modification works comprised within Work No. 11A and Work No. 11B;
  - (h) electrical installation; and
  - (i) emergency works.
- (3) Outside the hours specified in paragraph (1), construction work may be undertaken for non-intrusive activities including but not limited to—
- (a) fitting out works within the onshore project substation buildings comprised within Work No. 8A; and
  - (b) daily start up or shut down.
- (4) Save for emergency works, full details, including but not limited to type of activity, vehicle movements and type, timing and duration and any proposed mitigation, of all essential construction activities under paragraph (2) and undertaken outside of the hours specified in paragraph (1) must be agreed with the relevant planning authority in writing in advance, and must be carried out within the agreed time.
- (5) No crushing or screening works must take place at any time on any of the mobilisation areas, without the prior written consent of the relevant planning authority.

### **Control of noise during operational phase and during maintenance**

**27.—**(1) The noise rating level for the use of Work No. 8A and during maintenance must not exceed 35dB  $L_{Aeq}$  (5 minutes) at any time at a free field location immediately adjacent to any noise sensitive location.

(2) The noise rating level for the use of Work No. 8A and during maintenance must not exceed 32 dB  $L_{Leq}$  (15 minutes) in the 100Hz third octave band at any time at a free field location immediately adjacent to any noise sensitive location.

(3) Work No. 8A must not commence operation until a scheme for monitoring compliance with the noise rating levels set out in paragraphs (1) and (2) above has been submitted to and approved by the relevant planning authority. The scheme must include identification of suitable monitoring locations (and alternative surrogate locations if appropriate) and times when the monitoring is to take place to demonstrate that the noise levels have been achieved after both initial commencement of operations and six months after Work No. 8A is at full operational capacity. Such measurements must be submitted to the relevant planning authority no later than 28 days following completion to confirm the rating level of operational noise emissions do not exceed the levels specified in sub-paragraphs (1) and (2), including details of any remedial works and a programme of implementation should the emissions exceed the stated levels.

(4) The monitoring scheme must be implemented as approved.

### **European protected species onshore**

**28.—**(1) No stage of the onshore transmission works may commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on

any of the land affected, or likely to be affected, by that stage of the onshore transmission works or in any of the trees to be lopped or felled as part of that stage of the onshore transmission works.

(2) Where a European protected species is shown to be present, the relevant part(s) of the onshore transmission works must not begin until, after consultation with the relevant statutory nature conservation body and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority. The onshore transmission works must be carried out in accordance with the approved scheme.

(3) “European protected species” has the same meaning as in regulations 42 and 46 of the Conservation of Habitats and Species Regulations 2017(a).

### **Onshore decommissioning**

**29.**—(1) Within six months of the permanent cessation of commercial operation of the onshore transmission works an onshore decommissioning plan must be submitted to the relevant planning authority for approval.

(2) The onshore decommissioning plan must be implemented as approved.

(3) The undertaker must notify the relevant planning authority in writing of the permanent cessation of commercial operation of the onshore transmission works within 28 days of such permanent cessation.

### **Requirement for written approval**

**30.** Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or another person is required, that approval or agreement must be given in writing.

### **Amendments to approved details**

**31.**—(1) With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another person, the approved details must be carried out as approved unless an amendment or variation is previously agreed in writing by the relevant planning authority or that other person in accordance with paragraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other person that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(3) The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person.

### **Operational drainage plan**

**32.**—(1) Each of Work Nos. 8A, 8B, 10A, 10B and 10C must not commence until a written plan for drainage during operation of the relevant work, has been submitted to and approved by the relevant planning authority, following consultation with Norfolk County Council and the Environment Agency.

(2) The operational drainage plan must accord with the principles for the relevant work set out in the outline operational drainage plan, and must include a timetable for implementation.

(3) The operational drainage plan must be implemented as approved.

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### **Skills and employment strategy**

33.—(1) In the event of scenario 2, no stage of the onshore transmission works may commence until a skills and employment strategy (which accords with the outline skills and employment strategy) has been submitted to and approved in writing by Norfolk County Council.

(2) Prior to submission of the skills and employment strategy for approval in accordance with paragraph (1), the undertaker must consult North Norfolk District Council, Broadland District Council, Breckland District Council, Norfolk County Council and the New Anglia Local Enterprise Partnership on the content of the strategy.

(3) The skills and employment strategy must be implemented as approved.

### **Cromer Primary Surveillance Radar**

34.—(1) No erection of any wind turbine generator forming part of the authorised development may commence until the Secretary of State having consulted with NATS has confirmed satisfaction in writing that appropriate mitigation will be implemented and maintained for the lifetime of the authorised development and that arrangements have been put in place with NATS to ensure that the approved mitigation is implemented and in operation prior to erection of the wind turbine generators.

(2) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the lifetime of the authorised development.

(3) For the purposes of this requirement—

“appropriate mitigation” means measures to prevent or remove any adverse effects which the operation of the authorised development will have on NATS’ ability to provide safe and efficient air traffic (surveillance and control) services/operations during the lifetime of the authorised development in respect of which all necessary stakeholder consultation has been completed by NATS and all necessary approvals and regulatory consents have been obtained;

“approved mitigation” means the detailed Primary Surveillance Radar Mitigation Scheme setting out the appropriate mitigation approved by the Secretary of State and confirmed in writing in accordance with paragraph (1);

“NATS” means NATS (En-Route) Plc or any successor body.

“lifetime of the authorised development” means the period ending when the wind turbine generators are finally decommissioned and removed.

### **Reuse of temporary works in the event of scenario 1**

35.—(1) In the event that any temporary works which have been constructed pursuant to the Norfolk Vanguard Offshore Wind Farm are proposed to be reused by the undertaker in connection with the authorised project, such reuse may not commence until a scheme which accords with paragraph (2) has been submitted to and approved by the relevant planning authority.

(2) The scheme to be submitted for approval under paragraph (1) must include details of the temporary works to be reused and a timetable for their reuse;

(3) The scheme must be implemented as approved.

## **SCHEDULE 2**

Article 9

### **Streets subject to Street Works**

#### **PART 1**

#### **Scenario 1**

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*(1) Area*

*(2) Street subject to street works*

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District of North Norfolk	Private track between reference points 1a and 1b on the works plan
District of North Norfolk	WHIMPWELL STREET between reference points 2a and 2b on the works plan
District of North Norfolk	Private track between reference points 2c and 2d on the works plan
District of North Norfolk	GRUB STREET between reference points 2e and 2f on the works plan
District of North Norfolk	GRUB STREET between reference points 2g and 2h on the works plan
District of North Norfolk	WALCOTT GREEN between reference points 3a and 3b on the works plan
District of North Norfolk	STALHAM ROAD (B1159) between reference points 3c and 3d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 3e and 3f on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 4a and 4b on the works plan
District of North Norfolk	THE STREET between reference points 4c and 4d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 5a and 5b on the works plan
District of North Norfolk	HOOLEHOUSE ROAD between reference points 5c and 5d on the works plan
District of North Norfolk	CROSSWAYS LANE between reference points 5e and 5f on the works plan
District of North Norfolk	BACTON ROAD between reference points 6a and 6b on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6c and 6d on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6e and 6f on the works plan
District of North Norfolk	OLD HALL ROAD between reference points 6g and 6h on the works plan
District of North Norfolk	BACTON ROAD between reference points 7a and 7b on the works plan
District of North Norfolk	PASTON ROAD between reference points 7c and 7d on the works plan
District of North Norfolk	HALL LANE between reference points 8a and 8b on the works plan
District of North Norfolk	HALL LANE between reference points 8c and 8d on the works plan
District of North Norfolk	LITTLE LONDON ROAD between reference points 8e and 8f on the works plan
District of North Norfolk	B1145 between reference points 8g and 8h on the works plan
District of North Norfolk	BRADFIELD ROAD between reference points 9a and 9b on the works plan
District of North Norfolk	Private track between reference points 9c and 9d on the works plan
District of North Norfolk	LYNGATE ROAD between reference points 9e and 9f on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10a and 10b on the works plan

District of North Norfolk	CROMER ROAD (A149) between reference points 10c and 10d on the works plan
District of North Norfolk	Private track between reference points 10e and 10f on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10g and 10h on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10i and 10j on the works plan
District of North Norfolk	BRICK KILN LANE between reference points 11a and 11b on the works plan
District of North Norfolk	Private track between reference points 11c and 11d on the works plan
District of North Norfolk	RECTORY ROAD between reference points 12a and 12b on the works plan
District of North Norfolk	FELMINGHAM ROAD between reference points 12c and 12d on the works plan
District of North Norfolk	Private track between reference points 13a and 13b on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13c and 13d on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13e and 13f on the works plan
District of North Norfolk	Private track between reference points 13g and 13h on the works plan
District of North Norfolk	Private track between reference points 13i and 13j on the works plan
District of North Norfolk	BANNINGHAM ROAD between reference points 14a and 14b on the works plan
District of Broadland	CHURCH LANE between reference points 14c and 14d on the works plan
District of Broadland	A140 between reference points 14e and 14f on the works plan
District of Broadland	DRABBLEGATE between reference points 14g and 14h on the works plan
District of Broadland	CROMER ROAD between reference points 15a and 15b on the works plan
District of Broadland	INGWORTH ROAD between reference points 16a and 16b on the works plan
District of Broadland	BLICKLING ROAD between reference points 16c and 16d on the works plan
District of Broadland	BLICKLING ROAD between reference points 16e and 16f on the works plan
District of Broadland	SILVERGATE LANE between reference points 16g and 16h on the works plan
District of Broadland	AYLSHAM ROAD between reference points 17a and 17b on the works plan
District of Broadland	HEYDON ROAD between reference points 18a and 18b on the works plan
District of Broadland	HEYDON ROAD between reference points 18c and 18d on the works plan
District of Broadland	OULTON STREET between reference points 19a and 19b on the works plan
District of Broadland	HOLT ROAD (B1149) between reference points 19c and 19d on the works plan

District of Broadland	OULTON STREET between reference points 20a and 20b on the works plan
District of Broadland	SOUTHGATE LANE between reference points 20c and 20d on the works plan
District of Broadland	HEYDON ROAD between reference points 20e and 20f on the works plan
District of Broadland	Private track between reference points 21a and 21b on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 21c and 21d on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 21e and 21f on the works plan
District of Broadland	Private track between reference points 21g and 21h on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 22a and 22b on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22c and 22d on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22e and 22f on the works plan
District of Broadland	Private track between reference points 22g and 22h on the works plan
District of Broadland	KERDISTON ROAD between reference points 23a and 23b on the works plan
District of Broadland	Private track between reference points 23c and 23d on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24a and 24b on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24c and 24d on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24e and 24f on the works plan
District of Broadland	Private track between reference points 24g and 24h on the works plan
District of Broadland	DEREHAM ROAD between reference points 24i and 24j on the works plan
District of Broadland	Private track between reference points 24k and 24l on the works plan
District of Broadland	NOWHERE LANE between reference points 24m and 24n on the works plan
District of Broadland	JORDAN LANE between reference points 25a and 25b on the works plan
District of Breckland	Private track between reference points 26a and 26b on the works plan
District of Breckland	Private track between reference points 26c and 26d on the works plan
District of Breckland	Private track between reference points 26e and 26f on the works plan
District of Breckland	WELL LANE between reference points 27a and 27b on the works plan
District of Breckland	FAKENHAM ROAD between reference points 27c and 27d on the works plan
District of Breckland	LIME KILN ROAD between reference points 27e and 27f on the works plan

District of Breckland	Private track between reference points 27g and 27h on the works plan
District of Breckland	LIME KILN ROAD between reference points 27i and 27j on the works plan
District of Breckland	Private track between reference points 28a and 28b on the works plan
District of Breckland	MILL STREET between reference points 28c and 28d on the works plan
District of Breckland	BYLAUGH ROAD between reference points 28e and 28f on the works plan
District of Breckland	Private track between reference points 28g and 28h on the works plan
District of Breckland	ELSING ROAD between reference points 29a and 29b on the works plan
District of Breckland	SWANTON ROAD between reference points 29c and 29d on the works plan
District of Breckland	WOODGATE ROAD between reference points 30a and 30b on the works plan
District of Breckland	FROG'S HALL LANE between reference points 30c and 30d on the works plan
District of Breckland	Private track between reference points 30e and 30f on the works plan
District of Breckland	NORWICH ROAD between reference points 31a and 31b on the works plan
District of Breckland	MOWLES ROAD between reference points 31c and 31d on the works plan
District of Breckland	TUDDENHAM ROAD between reference points 31e and 31f on the works plan
District of Breckland	SWANTON ROAD between reference points 31g and 31h on the works plan
District of Breckland	Dirty Lane between reference points 32a and 32b on the works plan
District of Breckland	HALL ROAD between reference points 32c and 32d on the works plan
District of Breckland	HALL ROAD between reference points 32e and 32f on the works plan
District of Breckland	NORTHALL GREEN between reference points 33a and 33b on the works plan
District of Breckland	HALL ROAD between reference points 33c and 33d on the works plan
District of Breckland	BEETLEY ROAD between reference points 33e and 33f on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34a and 34b on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34c and 34d on the works plan
District of Breckland	Private track between reference points 34e and 34f on the works plan
District of Breckland	MILL LANE between reference points 34g and 34h on the works plan
District of Breckland	GRESSENHALL ROAD between reference points 35a and 35b on the works plan
District of Breckland	CHURCH LANE between reference points 35c and 35d on the works plan

District of Breckland	CHURCH LANE between reference points 35e and 35f on the works plan
District of Breckland	LONGHAM ROAD between reference points 36a and 36b on the works plan
District of Breckland	A47 between reference points 37a and 37b on the works plan
District of Breckland	DALE ROAD between reference points 37c and 37d on the works plan
District of Breckland	DALE ROAD between reference points 37e and 37f on the works plan
District of Breckland	DEREHAM ROAD between reference points 37g and 37h on the works plan
District of Breckland	DEREHAM ROAD between reference points 37i and 37j on the works plan
District of Breckland	BRADENHAM LANE between reference points 38a and 38b on the works plan
District of Breckland	Private track between reference points 38c and 38d on the works plan
District of Breckland	BRADENHAM LANE between reference points 38e and 38f on the works plan
District of Breckland	HULVER STREET between reference points 38g and 38h on the works plan
District of Breckland	HAGGARDS WAY between reference points 39a and 39b on the works plan
District of Breckland	Smugglers Lane between reference points 39c and 39d on the works plan
District of Breckland	Private track between reference points 39e and 39f on the works plan
District of Breckland	Goggles Lane between reference points 40a and 40b on the works plan
District of Breckland	Private track between reference points 40c and 40d on the works plan
District of Breckland	Private track between reference points 41a and 41b on the works plan
District of Breckland	Private track between reference points 41o and 41q on the works plan
District of Breckland	Private track between reference points 41r and 41s on the works plan

## PART 2

### Scenario 2

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Private track between reference points 1a and 1b on the works plan
District of North Norfolk	WHIMPWELL STREET between reference points 2a and 2b on the works plan
District of North Norfolk	Private track between reference points 2c and 2d on the works plan
District of North Norfolk	GRUB STREET between reference points 2e and 2f on the works plan
District of North Norfolk	GRUB STREET between reference points 2g and 2h on the works plan

District of North Norfolk	WALCOTT GREEN between reference points 3a and 3b on the works plan
District of North Norfolk	STALHAM ROAD (B1159) between reference points 3c and 3d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 3e and 3f on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 4a and 4b on the works plan
District of North Norfolk	THE STREET between reference points 4c and 4d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 5a and 5b on the works plan
District of North Norfolk	HOOLEHOUSE ROAD between reference points 5c and 5d on the works plan
District of North Norfolk	CROSSWAYS LANE between reference points 5e and 5f on the works plan
District of North Norfolk	BACTON ROAD between reference points 6a and 6b on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6c and 6d on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6e and 6f on the works plan
District of North Norfolk	OLD HALL ROAD between reference points 6g and 6h on the works plan
District of North Norfolk	BACTON ROAD between reference points 7a and 7b on the works plan
District of North Norfolk	PASTON ROAD between reference points 7c and 7d on the works plan
District of North Norfolk	HALL LANE between reference points 8a and 8b on the works plan
District of North Norfolk	HALL LANE between reference points 8c and 8d on the works plan
District of North Norfolk	LITTLE LONDON ROAD between reference points 8e and 8f on the works plan
District of North Norfolk	B1145 between reference points 8g and 8h on the works plan
District of North Norfolk	BRADFIELD ROAD between reference points 9a and 9b on the works plan
District of North Norfolk	Private track between reference points 9c and 9d on the works plan
District of North Norfolk	LYNGATE ROAD between reference points 9e and 9f on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10a and 10b on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10c and 10d on the works plan
District of North Norfolk	Private track between reference points 10e and 10f on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10g and 10h on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10i and 10j on the works plan
District of North Norfolk	BRICK KILN LANE between reference points 11a and 11b on the works plan

District of North Norfolk	Private track between reference points 11c and 11d on the works plan
District of North Norfolk	RECTORY ROAD between reference points 12a and 12b on the works plan
District of North Norfolk	FELMINGHAM ROAD between reference points 12c and 12d on the works plan
District of North Norfolk	Private track between reference points 13a and 13b on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13c and 13d on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13e and 13f on the works plan
District of North Norfolk	Private track between reference points 13g and 13h on the works plan
District of North Norfolk	Private track between reference points 13i and 13j on the works plan
District of North Norfolk	BANNINGHAM ROAD between reference points 14a and 14b on the works plan
District of Broadland	CHURCH LANE between reference points 14c and 14d on the works plan
District of Broadland	A140 between reference points 14e and 14f on the works plan
District of Broadland	DRABBLEGATE between reference points 14g and 14h on the works plan
District of Broadland	CROMER ROAD between reference points 15a and 15b on the works plan
District of Broadland	INGWORTH ROAD between reference points 16a and 16b on the works plan
District of Broadland	BLICKLING ROAD between reference points 16c and 16d on the works plan
District of Broadland	BLICKLING ROAD between reference points 16e and 16f on the works plan
District of Broadland	SILVERGATE LANE between reference points 16g and 16h on the works plan
District of Broadland	AYLSHAM ROAD between reference points 17a and 17b on the works plan
District of Broadland	HEYDON ROAD between reference points 18a and 18b on the works plan
District of Broadland	HEYDON ROAD between reference points 18c and 18d on the works plan
District of Broadland	OULTON STREET between reference points 19a and 19b on the works plan
District of Broadland	HOLT ROAD (B1149) between reference points 19c and 19d on the works plan
District of Broadland	OULTON STREET between reference points 20a and 20b on the works plan
District of Broadland	SOUTHGATE LANE between reference points 20c and 20d on the works plan
District of Broadland	HEYDON ROAD between reference points 20e and 20f on the works plan
District of Broadland	Private track between reference points 21a and 21b on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 21c and 21d on the works plan

District of Broadland	CAWSTON ROAD (B1145) between reference points 21e and 21f on the works plan
District of Broadland	Private track between reference points 21g and 21h on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 22a and 22b on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22c and 22d on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22e and 22f on the works plan
District of Broadland	Private track between reference points 22g and 22h on the works plan
District of Broadland	KERDISTON ROAD between reference points 23a and 23b on the works plan
District of Broadland	Private track between reference points 23c and 23d on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24a and 24b on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24c and 24d on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24e and 24f on the works plan
District of Broadland	Private track between reference points 24g and 24h on the works plan
District of Broadland	DEREHAM ROAD between reference points 24i and 24j on the works plan
District of Broadland	Private track between reference points 24k and 24l on the works plan
District of Broadland	NOWHERE LANE between reference points 24m and 24n on the works plan
District of Broadland	JORDAN LANE between reference points 25a and 25b on the works plan
District of Breckland	Private track between reference points 26a and 26b on the works plan
District of Breckland	Private track between reference points 26c and 26d on the works plan
District of Breckland	Private track between reference points 26e and 26f on the works plan
District of Breckland	WELL LANE between reference points 27a and 27b on the works plan
District of Breckland	FAKENHAM ROAD between reference points 27c and 27d on the works plan
District of Breckland	LIME KILN ROAD between reference points 27e and 27f on the works plan
District of Breckland	Private track between reference points 27g and 27h on the works plan
District of Breckland	LIME KILN ROAD between reference points 27i and 27j on the works plan
District of Breckland	Private track between reference points 28a and 28b on the works plan
District of Breckland	MILL STREET between reference points 28c and 28d on the works plan
District of Breckland	BYLAUGH ROAD between reference points 28e and 28f on the works plan

District of Breckland	Private track between reference points 28g and 28h on the works plan
District of Breckland	ELSING ROAD between reference points 29a and 29b on the works plan
District of Breckland	SWANTON ROAD between reference points 29c and 29d on the works plan
District of Breckland	WOODGATE ROAD between reference points 30a and 30b on the works plan
District of Breckland	FROG'S HALL LANE between reference points 30c and 30d on the works plan
District of Breckland	Private track between reference points 30e and 30f on the works plan
District of Breckland	NORWICH ROAD between reference points 31a and 31b on the works plan
District of Breckland	MOWLES ROAD between reference points 31c and 31d on the works plan
District of Breckland	TUDDENHAM ROAD between reference points 31e and 31f on the works plan
District of Breckland	SWANTON ROAD between reference points 31g and 31h on the works plan
District of Breckland	Dirty Lane between reference points 32a and 32b on the works plan
District of Breckland	HALL ROAD between reference points 32c and 32d on the works plan
District of Breckland	HALL ROAD between reference points 32e and 32f on the works plan
District of Breckland	NORTHALL GREEN between reference points 33a and 33b on the works plan
District of Breckland	HALL ROAD between reference points 33c and 33d on the works plan
District of Breckland	BEETLEY ROAD between reference points 33e and 33f on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34a and 34b on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34c and 34d on the works plan
District of Breckland	Private track between reference points 34e and 34f on the works plan
District of Breckland	MILL LANE between reference points 34g and 34h on the works plan
District of Breckland	GRESSENHALL ROAD between reference points 35a and 35b on the works plan
District of Breckland	CHURCH LANE between reference points 35c and 35d on the works plan
District of Breckland	CHURCH LANE between reference points 35e and 35f on the works plan
District of Breckland	LONGHAM ROAD between reference points 36a and 36b on the works plan
District of Breckland	A47 between reference points 37a and 37b on the works plan
District of Breckland	DALE ROAD between reference points 37c and 37d on the works plan
District of Breckland	DALE ROAD between reference points 37e and 37f on the works plan

District of Breckland	DEREHAM ROAD between reference points 37g and 37h on the works plan
District of Breckland	DEREHAM ROAD between reference points 37i and 37j on the works plan
District of Breckland	BRADENHAM LANE between reference points 38a and 38b on the works plan
District of Breckland	Private track between reference points 38c and 38d on the works plan
District of Breckland	BRADENHAM LANE between reference points 38e and 38f on the works plan
District of Breckland	HULVER STREET between reference points 38g and 38h on the works plan
District of Breckland	HAGGARDS WAY between reference points 39a and 39b on the works plan
District of Breckland	Smugglers Lane between reference points 39c and 39d on the works plan
District of Breckland	Private track between reference points 39k and 39l on the works plan
District of Breckland	Goggles Lane between reference points 40a and 40b on the works plan
District of Breckland	Private track between reference points 40e and 40f on the works plan
District of Breckland	Private track between reference points 41a and 41b on the works plan
District of Breckland	Private track between reference points 41c and 41d on the works plan
District of Breckland	Private track between reference points 41e and 41f on the works plan
District of Breckland	Private track between reference points 41g and 41h on the works plan
District of Breckland	A47 between reference points 41i and 41j on the works plan
District of Breckland	A47 between reference points 41k and 41l on the works plan
District of Breckland	Private track between reference points 41m and 41n on the works plan
District of Breckland	Private track between reference points 41o and 41p on the works plan
District of Breckland	A47 between reference points 42a and 42b on the works plan

### SCHEDULE 3

Article 10

### Public Rights of Way to be temporarily stopped up

#### PART 1

##### Scenario 1

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Restricted byway reference 1 Happisburgh RB22	Approximately 10 metres of Restricted byway reference 1

District of North Norfolk	Footpath reference 2 Happisburgh FP7	Happisburgh RB22 shown in purple between points 1a and 1b on Sheet 1 of the public rights of way to be temporarily stopped up plan Approximately 50 metres of footpath reference 2 Happisburgh FP7 shown in orange between points 3a and 3b on Sheet 3 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 3 Witton FP3	Approximately 40 metres of footpath reference 3 Witton FP3 shown in orange between points 4a and 4b on Sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 4 Witton FP4	Approximately 50 metres of footpath reference 4 Witton FP4 shown in orange between points 4d and 4e on Sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 5 Witton FP7	Approximately 50 metres of footpath reference 5 Witton FP7 shown in orange between points 5a and 5b on Sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 6 Witton FP8	Approximately 60 metres of footpath reference 6 Witton FP8 shown in orange between points 5c and 5d on Sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 7 Paston FP4	Approximately 180 metres of footpath reference 7 Paston FP4 shown in orange between points 7a and 7b on Sheet 7 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 8 Knapton FP10	Approximately 60 metres of footpath reference 8 Knapton FP10 shown in orange between points 8a and 8b on Sheet 8 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 9 North Walsham FP4	Approximately 50 metres of footpath reference 9 North Walsham FP4 shown in orange between points 10a and 10b on Sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Bridleway reference 10	Approximately 60 metres of

	Felmingham BR12	bridleway reference 10 Felmingham BR12 shown in green between points 10e and 10f on Sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 11 Suffield FP1	Approximately 50 metres of footpath reference 11 Suffield FP1 shown in orange between points 11a and 11b on Sheet 11 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 12 Suffield FP3	Approximately 50 metres of footpath reference 12 Suffield FP3 shown in orange between points 12a and 12b on Sheet 12 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 13 Colby FP2	Approximately 40 metres of footpath reference 13 Colby FP2 shown in orange between points 13a and 13b on Sheet 13 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 14 Colby FP2	Approximately 10 metres of footpath reference 14 Colby FP2 shown in orange between points 13d and 13e on Sheet 13 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 15 Aylsham BR30	Approximately 50 metres of bridleway reference 15 Aylsham BR30 shown in green between points 14a and 14b on Sheet 14 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 16 Blickling FP11	Approximately 90 metres of footpath reference 16 Blickling FP11 shown in orange between points 15a and 15b on Sheet 15 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 17 Blickling BR12	Approximately 10 metres of bridleway reference 17 Blickling BR12 shown in green between points 16a and 16b on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 18 Blickling FP14	Approximately 80 metres of footpath reference 18

District of Broadland	Long distance trail reference 19 Weavers Way	Blickling FP14 shown in orange between points 16c and 16d on Sheet 16 of the public rights of way to be temporarily stopped up plan Approximately 80 metres of long distance trail reference 19 Weavers Way shown in brown between points 16e and 16f on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 20 Reepham FP18	Approximately 50 metres of footpath reference 20 Reepham FP18 shown in orange between points 21a and 21b on Sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 21 Reepham FP18	Approximately 10 metres of footpath reference 21 Reepham FP18 shown in orange between points 21c and 21d on Sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 22 Reepham FP34	Approximately 360 metres of footpath reference 22 Reepham FP34 shown in orange between points 22a and 22b on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 23 Salle FP8	Approximately 50 metres of footpath reference 23 Salle FP8 shown in orange between points 22c and 22d on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 24 Reepham FP11	Approximately 10 metres of footpath reference 24 Reepham FP11 shown in orange between points 22e and 22f on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 25 Reepham FP8	Approximately 50 metres of footpath reference 25 Reepham FP8 shown in orange between points 22g and 22h on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 26 Reepham FP8	Approximately 10 metres of footpath reference 26 Reepham FP8 shown in orange

District of Breckland	Long distance trail reference 27 Wensum Way	between points 22i and 22j on Sheet 22 of the public rights of way to be temporarily stopped up plan Approximately 940 metres of long distance trail reference 27 Wensum Way shown in brown between points 29a and 29b on Sheet 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 28 Wensum Way	Approximately 50 metres of long distance trail reference 28 Wensum Way shown in brown between points 29c and 29d on Sheet 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 29 Dereham FP9	Approximately 60 metres of footpath reference 29 Dereham FP9 shown in orange between points 32a and 32b on Sheet 32 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 30 Hoe FP6	Approximately 570 metres of footpath reference 30 Hoe FP6 shown in orange between points 34a and 34b on Sheet 34 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 31 Dereham FP20	Approximately 280 metres of footpath reference 31 Dereham FP20 shown in orange between points 34c and 34d on Sheet 34 of the public rights of way to be temporarily stopped up plan

## PART 2

### Scenario 2

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Restricted byway reference 1 Happisburgh RB22	Approximately 10 metres of Restricted byway reference 1 Happisburgh RB22 shown in purple between points 1a and 1b on Sheet 1 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 2 Happisburgh FP7	Approximately 50 metres of footpath reference 2 Happisburgh FP7 shown in orange between points 3a and

District of North Norfolk	Footpath reference 3 Witton FP3	3b on Sheet 3 of the public rights of way to be temporarily stopped up plan Approximately 170 metres of footpath reference 3 Witton FP3 shown in orange between points 4a and 4c on Sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 4 Witton FP4	Approximately 50 metres of footpath reference 4 Witton FP4 shown in orange between points 4d and 4e on Sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 5 Witton FP7	Approximately 50 metres of footpath reference 5 Witton FP7 shown in orange between points 5a and 5b on Sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 6 Witton FP8	Approximately 60 metres of footpath reference 6 Witton FP8 shown in orange between points 5c and 5d on Sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 7 Paston FP4	Approximately 180 metres of footpath reference 7 Paston FP4 shown in orange between points 7a and 7b on Sheet 7 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 8 Knapton FP10	Approximately 60 metres of footpath reference 8 Knapton FP10 shown in orange between points 8a and 8b on Sheet 8 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 9 North Walsham FP4	Approximately 100 metres of footpath reference 9 North Walsham FP4 shown in orange between points 10a and 10c on Sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Bridleway reference 10 Felmingham BR12	Approximately 300 metres of bridleway reference 10 Felmingham BR12 shown in green between points 10d and 10f on Sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 11 Suffield FP1	Approximately 50 metres of footpath reference 11 Suffield FP1 shown in orange between

		points 11a and 11b on Sheet 11 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 12 Suffield FP3	Approximately 100 metres of footpath reference 12 Suffield FP3 shown in orange between points 12a and 12c on Sheet 12 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 13 Colby FP2	Approximately 90 metres of footpath reference 13 Colby FP2 shown in orange between points 13a and 13c on Sheet 13 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 14 Colby FP2	Approximately 10 metres of footpath reference 14 Colby FP2 shown in orange between points 13d and 13e on Sheet 13 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 15 Aylsham BR30	Approximately 50 metres of bridleway reference 15 Aylsham BR30 shown in green between points 14a and 14b on Sheet 14 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 16 Blickling FP11	Approximately 90 metres of footpath reference 16 Blickling FP11 shown in orange between points 15a and 15b on Sheet 15 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 17 Blickling BR12	Approximately 10 metres of bridleway reference 17 Blickling BR12 shown in green between points 16a and 16b on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 18 Blickling FP14	Approximately 80 metres of footpath reference 18 Blickling FP14 shown in orange between points 16c and 16d on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Long distance trail reference 19 Weavers Way	Approximately 80 metres of long distance trail reference 19 Weavers Way shown in brown between points 16e and 16f on Sheet 16 of the public rights of way to be temporarily stopped

District of Broadland	Footpath reference 20 Reepham FP18	up plan Approximately 50 metres of footpath reference 20 Reepham FP18 shown in orange between points 21a and 21b on Sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 21 Reepham FP18	Approximately 10 metres of footpath reference 21 Reepham FP18 shown in orange between points 21c and 21d on Sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 22 Reepham FP34	Approximately 360 metres of footpath reference 22 Reepham FP34 shown in orange between points 22a and 22b on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 23 Salle FP8	Approximately 50 metres of footpath reference 23 Salle FP8 shown in orange between points 22c and 22d on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 24 Reepham FP11	Approximately 10 metres of footpath reference 24 Reepham FP11 shown in orange between points 22e and 22f on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 25 Reepham FP8	Approximately 50 metres of footpath reference 25 Reepham FP8 shown in orange between points 22g and 22h on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 26 Reepham FP8	Approximately 10 metres of footpath reference 26 Reepham FP8 shown in orange between points 22i and 22j on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 27 Wensum Way	Approximately 940 metres of long distance trail reference 27 Wensum Way shown in brown between points 29a and 29b on Sheet 29 of the public rights of way to be temporarily stopped up plan

District of Breckland	Long distance trail reference 28 Wensum Way	Approximately 50 metres of long distance trail reference 28 Wensum Way shown in brown between points 29c and 29d on Sheet 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 29 Dereham FP9	Approximately 60 metres of footpath reference 29 Dereham FP9 shown in orange between points 32a and 32b on Sheet 32 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 30 Hoe FP6	Approximately 570 metres of footpath reference 30 Hoe FP6 shown in orange between points 34a and 34b on Sheet 34 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 31 Dereham FP20	Approximately 280 metres of footpath reference 31 Dereham FP20 shown in orange between points 34c and 34d on Sheet 34 of the public rights of way to be temporarily stopped up plan

## SCHEDULE 4

Article 11

### Streets to be stopped up

#### PART 1

##### Streets to be temporarily stopped up (Scenario 1)

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	Private track	Approximately 340 meters of Private track as is within Work No.4C as shown between point 1a and 1b on sheet 1 of the streets to be temporarily stopped up plan
District of North Norfolk	WHIMPWELL STREET	Approximately 50 meters of WHIMPWELL STREET as is within Work No.5 as shown between point 2a and 2b on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	GRUB STREET	Approximately 50 meters of GRUB STREET as is within Work No.5 as shown between point 2e and 2f on sheet 2 of the streets to be temporarily

District of North Norfolk	WALCOTT GREEN	stopped up plan Approximately 50 meters of WALCOTT GREEN as is within Work No.5 as shown between point 3a and 3b on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 20 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 3e and 3f on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 30 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 4a and 4b on sheet 4 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 70 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 5a and 5b on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	HOOLEHOUSE ROAD	Approximately 50 meters of HOOLEHOUSE ROAD as is within Work No.5 as shown between point 5c and 5d on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	CROSSWAYS LANE	Approximately 40 meters of CROSSWAYS LANE as is within Work No.5 as shown between point 5e and 5f on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 meters of BACTON ROAD as is within Work No.5 as shown between point 6a and 6b on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 60 meters of THATCHED COTTAGE ROAD as is within Work No.5 as shown between point 6c and 6d on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 30 meters of THATCHED COTTAGE ROAD as is within Work No.5 as shown between point 6e and 6f on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 meters of

District of North Norfolk	PASTON ROAD	BACTON ROAD as is within Work No.5 as shown between point 7a and 7b on sheet 7 of the streets to be temporarily stopped up plan Approximately 60 meters of PASTON ROAD as is within Work No.5 as shown between point 7c and 7d on sheet 7 of the streets to be temporarily stopped up plan
District of North Norfolk	HALL LANE	Approximately 30 meters of HALL LANE as is within Work No.5 as shown between point 8a and 8b on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	HALL LANE	Approximately 80 meters of HALL LANE as is within Work No.5 as shown between point 8c and 8d on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	LITTLE LONDON ROAD	Approximately 90 meters of LITTLE LONDON ROAD as is within Work No.5 as shown between point 8e and 8f on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 30 meters of CROMER ROAD as is within Work No.5 as shown between point 10a and 10b on sheet 10 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 50 meters of CROMER ROAD as is within Work No.5 as shown between point 10e and 10f on sheet 10/11 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 40 meters of CROMER ROAD as is within Work No.5 as shown between point 10g and 10h on sheet 10/11 of the streets to be temporarily stopped up plan
District of North Norfolk	BRICK KILN LANE	Approximately 20 meters of BRICK KILN LANE as is within Work No.5 as shown between point 11a and 11b on sheet 11 of the streets to be temporarily stopped up plan
District of North Norfolk	FELMINGHAM ROAD	Approximately 50 meters of FELMINGHAM ROAD as is within Work No.5 as shown between point 12c and 12d on

District of North Norfolk	CHURCH ROAD	sheet 12 of the streets to be temporarily stopped up plan Approximately 30 meters of CHURCH ROAD as is within Works No.5 as shown between point 13c and 13d on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 50 meters of CHURCH ROAD as is within Work No.5 as shown between point 13e and 13f on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	BANNINGHAM ROAD	Approximately 50 meters of BANNINGHAM ROAD as is within Work No.5 as shown between point 14a and 14b on sheet 14 of the streets to be temporarily stopped up plan
District of Broadland	INGWORTH ROAD	Approximately 30 meters of INGWORTH ROAD as is within Work No.6 as shown between point 16a and 16b on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 50 meters of BLICKLING ROAD as is within Work No.6 as shown between point 16c and 16d on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 30 meters of BLICKLING ROAD as is within Work No.6 as shown between point 16e and 16f on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 70 meters of HEYDON ROAD as is within Work No.6 as shown between point 18a and 18b on sheet 18 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 30 meters of HEYDON ROAD as is within Work No.6 as shown between point 18c and 18d on sheet 18 of the streets to be temporarily stopped up plan
District of Broadland	OULTON STREET	Approximately 30 meters of OULTON STREET as is within Work No.6 as shown between point 19a and 19b on sheet 19 of the streets to be temporarily stopped up plan

District of Broadland	HOLT ROAD (B1149)	Approximately 50 meters of HOLT ROAD (B1149) as is within Work No.6 as shown between point 19c and 19d on sheet 19 of the streets to be temporarily stopped up plan
District of Broadland	OULTON STREET	Approximately 70 meters of OULTON STREET as is within Work No.6 as shown between point 20a and 20b on sheet 19/20 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 50 meters of HEYDON ROAD as is within Work No.6 as shown between point 20e and 20f on sheet 20 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 70 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 21c and 21d on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 30 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 21e and 21f on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 100 meters of Private track as is within Work No.6 as shown between point 21g and 21h on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 50 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 22a and 22b on sheet 21/22 of the streets to be temporarily stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 50 meters of WOOD DALLING ROAD as is within Work No.6 as shown between point 22c and 22d on sheet 22 of the streets to be temporarily stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 30 meters of WOOD DALLING ROAD as is within Work No.6 as shown between point 22e and 22f on sheet 22 of the streets to be temporarily stopped up plan

District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24c and 24d on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24e and 24f on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24g and 24h on sheet 24 of the streets to be temporarily stopped up plan
District of Breckland	MILL STREET	Approximately 50 meters of MILL STREET as is within Work No.7 as shown between point 28c and 28d on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	BYLAUGH ROAD	Approximately 30 meters of BYLAUGH ROAD as is within Work No.7 as shown between point 28e and 28f on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	ELSING ROAD	Approximately 30 meters of ELSING ROAD as is within Work No.7 as shown between point 29a and 29b on sheet 29 of the streets to be temporarily stopped up plan
District of Breckland	SWANTON ROAD	Approximately 50 meters of SWANTON ROAD as is within Work No.7 as shown between point 29c and 29d on sheet 29 of the streets to be temporarily stopped up plan
District of Breckland	WOODGATE ROAD	Approximately 20 meters of WOODGATE ROAD as is within Work No.7 as shown between point 30a and 30b on sheet 30 of the streets to be temporarily stopped up plan
District of Breckland	NORWICH ROAD	Approximately 50 meters of NORWICH ROAD as is within Work No.7 as shown between point 31a and 31b on sheet 31 of the streets to be temporarily stopped up plan

District of Breckland	MOWLES ROAD	Approximately 30 meters of MOWLES ROAD as is within Work No.7 as shown between point 31c and 31d on sheet 31 of the streets to be temporarily stopped up plan
District of Breckland	TUDDENHAM ROAD	Approximately 80 meters of TUDDENHAM ROAD as is within Work No.7 as shown between point 31e and 31f on sheet 31/32 of the streets to be temporarily stopped up plan
District of Breckland	SWANTON ROAD	Approximately 50 meters of SWANTON ROAD as is within Work No.7 as shown between point 31g and 31h on sheet 31/32 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 32c and 32d on sheet 32 of the streets to be temporarily stopped up plan
District of Breckland	NORTHALL GREEN	Approximately 100 meters of NORTHALL GREEN as is within Work No.7 as shown between point 33a and 33b on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 33c and 33d on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	BEEBLEY ROAD	Approximately 50 meters of BEEBLEY ROAD as is within Work No.7 as shown between point 33e and 33f on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 30 meters of HOLT ROAD (B1146) as is within Work No.7 as shown between point 34a and 34b on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 50 meters of HOLT ROAD (B1146) as is within Work No.7 as shown between point 34c and 34d on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work

District of Breckland	CHURCH LANE	No.7 as shown between point 34e and 34f on sheet 34 of the streets to be temporarily stopped up plan Approximately 30 meters of CHURCH LANE as is within Work No.7 as shown between point 35a and 35b on sheet 35 of the streets to be temporarily stopped up plan
District of Breckland	CHURCH LANE	Approximately 50 meters of CHURCH LANE as is within Work No.7 as shown between point 35c and 35d on sheet 35 of the streets to be temporarily stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 40 meters of DEREHAM ROAD as is within Work No.7 as shown between point 37c and 37d on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DALE ROAD	Approximately 50 meters of DALE ROAD as is within Work No.7 as shown between point 37e and 37f on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 50 meters of DEREHAM ROAD as is within Work No.7 as shown between point 37g and 37h on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 40 meters of BRADENHAM LANE as is within Work No.7 as shown between point 38a and 38b on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 30 meters of BRADENHAM LANE as is within Work No.7 as shown between point 38e and 38f on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	Goggles Lane (Private track)	Approximately 50 meters of Goggles Lane as is within Work No.7 as shown between point 40a and 40b on sheet 40 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 300 meters of Private track as is within Work No.7 as shown between point 40c and 40d on sheet 40 of the streets to be temporarily

District of Breckland	Private track	stopped up plan Approximately 50 meters of Private track as is within Work No.9 as shown between point 41a and 41b on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	stopped up plan Approximately 50 meters of Private track as is within Work No.9 as shown between point 41t and 41u on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	stopped up plan Approximately 420 meters of Private track as is within Work No.10A, 10B and 10C as shown between point 41q and 41s on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	stopped up plan Approximately 470 meters of A47 as is within Work No.12B as shown between point 42a and 42b on sheet 42 of the streets to be temporarily stopped up plan

## PART 2

### Streets to be temporarily stopped up (Scenario 2)

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	Private track	Approximately 340 meters of Private track as is within Work No.4C as shown between point 1a and 1b on sheet 1 of the streets to be temporarily stopped up plan
District of North Norfolk	WHIMPWELL STREET	Approximately 50 meters of WHIMPWELL STREET as is within Work No.5 as shown between point 2a and 2b on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 2c and 2d on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	GRUB STREET	Approximately 50 meters of GRUB STREET as is within Work No.5 as shown between point 2e and 2f on sheet 2 of the streets to be temporarily stopped up plan

District of North Norfolk	GRUB STREET	Approximately 50 meters of GRUB STREET as is within Work No.5 as shown between point 2g and 2h on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	WALCOTT GREEN	Approximately 50 meters of WALCOTT GREEN as is within Work No.5 as shown between point 3a and 3b on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	STALHAM ROAD (B1159)	Approximately 50 meters of STALHAM ROAD (B1159) as is within Work No.5 as shown between point 3c and 3d on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 20 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 3e and 3f on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 30 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 4a and 4b on sheet 4 of the streets to be temporarily stopped up plan
District of North Norfolk	THE STREET	Approximately 50 meters of THE STREET as is within Work No.5 as shown between point 4c and 4d on sheet 4 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 70 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 5a and 5b on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	HOOLEHOUSE ROAD	Approximately 50 meters of HOOLEHOUSE ROAD as is within Work No.5 as shown between point 5c and 5d on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	CROSSWAYS LANE	Approximately 40 meters of CROSSWAYS LANE as is within Work No.5 as shown between point 5e and 5f on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 meters of BACTON ROAD as is within

District of North Norfolk	THATCHED COTTAGE ROAD	Work No.5 as shown between point 6a and 6b on sheet 6 of the streets to be temporarily stopped up plan Approximately 60 meters of THATCHED COTTAGE ROAD as is within Work No.5 as shown between point 6c and 6d on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 30 meters of THATCHED COTTAGE ROAD as is within Work No.5 as shown between point 6e and 6f on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 meters of BACTON ROAD as is within Work No.5 as shown between point 7a and 7b on sheet 7 of the streets to be temporarily stopped up plan
District of North Norfolk	PASTON ROAD	Approximately 60 meters of PASTON ROAD as is within Work No.5 as shown between point 7c and 7d on sheet 7 of the streets to be temporarily stopped up plan
District of North Norfolk	HALL LANE	Approximately 30 meters of HALL LANE as is within Work No.5 as shown between point 8a and 8b on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	HALL LANE	Approximately 80 meters of HALL LANE as is within Work No.5 as shown between point 8c and 8d on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	LITTLE LONDON ROAD	Approximately 90 meters of LITTLE LONDON ROAD as is within Work No.5 as shown between point 8e and 8f on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	BRADFIELD ROAD	Approximately 50 meters of BRADFIELD ROAD as is within Work No.5 as shown between point 9a and 9b on sheet 9 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 60 meters of Private track as is within Work No.5 as shown between point 9c and 9d on sheet 9 of the streets to be temporarily

District of North Norfolk	LYNGATE ROAD	stopped up plan Approximately 90 meters of LYNGATE ROAD as is within Work No.5 as shown between point 9e and 9f on sheet 9/10 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 30 meters of CROMER ROAD as is within Work No.5 as shown between point 10a and 10b on sheet 10 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 60 meters of Private track as is within Work No.5 as shown between point 10c and 10d on sheet 10 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 50 meters of CROMER ROAD as is within Work No.5 as shown between point 10e and 10f on sheet 10/11 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 40 meters of CROMER ROAD as is within Work No.5 as shown between point 10g and 10h on sheet 10/11 of the streets to be temporarily stopped up plan
District of North Norfolk	BRICK KILN LANE	Approximately 20 meters of BRICK KILN LANE as is within Work No.5 as shown between point 11a and 11b on sheet 11 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 11c and 11d on sheet 11 of the streets to be temporarily stopped up plan
District of North Norfolk	RECTORY ROAD	Approximately 50 meters of RECTORY ROAD as is within Work No.5 as shown between point 12a and 12b on sheet 12 of the streets to be temporarily stopped up plan
District of North Norfolk	FELMINGHAM ROAD	Approximately 50 meters of FELMINGHAM ROAD as is within Work No.5 as shown between point 12c and 12d on sheet 12 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of

District of North Norfolk	CHURCH ROAD	Private track as is within Work No.5 as shown between point 13a and 13b on sheet 13 of the streets to be temporarily stopped up plan Approximately 30 meters of CHURCH ROAD as is within Works No.5 as shown between point 13c and 13d on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 50 meters of CHURCH ROAD as is within Work No.5 as shown between point 13e and 13f on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 13g and 13h on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 13i and 13j on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	BANNINGHAM ROAD	Approximately 50 meters of BANNINGHAM ROAD as is within Work No.5 as shown between point 14a and 14b on sheet 14 of the streets to be temporarily stopped up plan
District of Broadland	CHURCH LANE	Approximately 60 meters of CHURCH LANE as is within Work No.6 as shown between point 14c and 14d on sheet 14 of the streets to be temporarily stopped up plan
District of Broadland	CROMER ROAD	Approximately 50 meters of CROMER ROAD as is within Work No.6 as shown between point 15a and 15b on sheet 15 of the streets to be temporarily stopped up plan
District of Broadland	INGWORTH ROAD	Approximately 30 meters of INGWORTH ROAD as is within Work No.6 as shown between point 16a and 16b on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 50 meters of BLICKLING ROAD as is within Work No.6 as shown between point 16c and 16d on

District of Broadland	BLICKLING ROAD	sheet 16 of the streets to be temporarily stopped up plan Approximately 30 meters of BLICKLING ROAD as is within Work No.6 as shown between point 16e and 16f on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	SILVERGATE LANE	Approximately 50 meters of SILVERGATE LANE as is within Work No.6 as shown between point 16g and 16h on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	AYLSHAM ROAD	Approximately 50 meters of AYLSHAM ROAD as is within Work No.6 as shown between point 17a and 17b on sheet 17 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 70 meters of HEYDON ROAD as is within Work No.6 as shown between point 18a and 18b on sheet 18 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 30 meters of HEYDON ROAD as is within Work No.6 as shown between point 18c and 18d on sheet 18 of the streets to be temporarily stopped up plan
District of Broadland	OULTON STREET	Approximately 30 meters of OULTON STREET as is within Work No.6 as shown between point 19a and 19b on sheet 19 of the streets to be temporarily stopped up plan
District of Broadland	HOLT ROAD (B1149)	Approximately 50 meters of HOLT ROAD (B1149) as is within Work No.6 as shown between point 19c and 19d on sheet 19 of the streets to be temporarily stopped up plan
District of Broadland	OULTON STREET	Approximately 70 meters of OULTON STREET as is within Work No.6 as shown between point 20a and 20b on sheet 19/20 of the streets to be temporarily stopped up plan
District of Broadland	SOUTHGATE LANE	Approximately 50 meters of SOUTHGATE LANE as is within Work No.6 as shown between point 20c and 20d on sheet 20 of the streets to be temporarily stopped up plan

District of Broadland	HEYDON ROAD	Approximately 50 meters of HEYDON ROAD as is within Work No.6 as shown between point 20e and 20f on sheet 20 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 60 meters of Private track as is within Work No.6 as shown between point 21a and 21b on sheet 20/21 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 70 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 21c and 21d on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 30 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 21e and 21f on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 100 meters of Private track as is within Work No.6 as shown between point 21g and 21h on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 50 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 22a and 22b on sheet 21/22 of the streets to be temporarily stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 50 meters of WOOD DALLING ROAD as is within Work No.6 as shown between point 22c and 22d on sheet 22 of the streets to be temporarily stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 30 meters of WOOD DALLING ROAD as is within Work No.6 as shown between point 22e and 22f on sheet 22 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 50 meters of Private track as is within Work No.6 as shown between point 22g and 22h on sheet 22 of the streets to be temporarily stopped up plan

District of Broadland	KERDISTON ROAD	Approximately 50 meters of KERDISTON ROAD as is within Work No.6 as shown between point 23a and 23b on sheet 23 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 50 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24a and 24b on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24c and 24d on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24e and 24f on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24g and 24h on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 50 meters of Private track as is within Work No.6 as shown between point 24i and 24j on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	NOWHERE LANE	Approximately 50 meters of NOWHERE LANE as is within Work No.6 as shown between point 24k and 24l on sheet 24/25 of the streets to be temporarily stopped up plan
District of Broadland	JORDAN LANE	Approximately 50 meters of JORDAN LANE as is within Work No.6 as shown between point 25a and 25b on sheet 25 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 26a and 26b on sheet 26 of the streets to be temporarily stopped up plan

District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 26c and 26d on sheet 26 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 26e and 26f on sheet 26 of the streets to be temporarily stopped up plan
District of Breckland	WELL LANE	Approximately 70 meters of WELL LANE as is within Work No.7 as shown between point 27a and 27b on sheet 26/27 of the streets to be temporarily stopped up plan
District of Breckland	FAKENHAM ROAD (A1067)	Approximately 50 meters of FAKENHAM ROAD (A1067) as is within Work No.7 as shown between point 27c and 27d on sheet 27 of the streets to be temporarily stopped up plan
District of Breckland	LIME KILN ROAD	Approximately 100 meters of LIME KILN ROAD as is within Work No.7 as shown between point 27e and 27f on sheet 27 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 70 meters of Private track as is within Work No.7 as shown between point 27g and 27h on sheet 27 of the streets to be temporarily stopped up plan
District of Breckland	LIME KILN ROAD	Approximately 60 meters of LIME KILN ROAD as is within Work No.7 as shown between point 27i and 27j on sheet 27 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 28a and 28b on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	MILL STREET	Approximately 50 meters of MILL STREET as is within Work No.7 as shown between point 28c and 28d on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	BYLAUGH ROAD	Approximately 30 meters of

District of Breckland	ELSING ROAD	BYLAUGH ROAD as is within Work No.7 as shown between point 28e and 28f on sheet 28 of the streets to be temporarily stopped up plan Approximately 30 meters of ELSING ROAD as is within Work No.7 as shown between point 29a and 29b on sheet 29 of the streets to be temporarily stopped up plan
District of Breckland	SWANTON ROAD	Approximately 50 meters of SWANTON ROAD as is within Work No.7 as shown between point 29c and 29d on sheet 29 of the streets to be temporarily stopped up plan
District of Breckland	WOODGATE ROAD	Approximately 20 meters of WOODGATE ROAD as is within Work No.7 as shown between point 30a and 30b on sheet 30 of the streets to be temporarily stopped up plan
District of Breckland	FROG'S HALL LANE	Approximately 50 meters of FROG'S HALL LANE as is within Work No.7 as shown between point 30c and 30d on sheet 30/31 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 30e and 30f on sheet 30 of the streets to be temporarily stopped up plan
District of Breckland	NORWICH ROAD	Approximately 50 meters of NORWICH ROAD as is within Work No.7 as shown between point 31a and 31b on sheet 31 of the streets to be temporarily stopped up plan
District of Breckland	MOWLES ROAD	Approximately 30 meters of MOWLES ROAD as is within Work No.7 as shown between point 31c and 31d on sheet 31 of the streets to be temporarily stopped up plan
District of Breckland	TUDDENHAM ROAD	Approximately 80 meters of TUDDENHAM ROAD as is within Work No.7 as shown between point 31e and 31f on sheet 31/32 of the streets to be temporarily stopped up plan
District of Breckland	SWANTON ROAD	Approximately 50 meters of SWANTON ROAD as is within Work No.7 as shown between point 31g and 31h on

District of Breckland	Dirty Lane (Private track)	sheet 31/32 of the streets to be temporarily stopped up plan Approximately 60 meters of Dirty Lane as is within Work No.7 as shown between point 32a and 32b on sheet 32 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 32c and 32d on sheet 32 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 32e and 32f on sheet 32 of the streets to be temporarily stopped up plan
District of Breckland	NORTHALL GREEN	Approximately 100 meters of NORTHALL GREEN as is within Work No.7 as shown between point 33a and 33b on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 33c and 33d on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	BEETLEY ROAD	Approximately 50 meters of BEETLEY ROAD as is within Work No.7 as shown between point 33e and 33f on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 30 meters of HOLT ROAD (B1146) as is within Work No.7 as shown between point 34a and 34b on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 50 meters of HOLT ROAD (B1146) as is within Work No.7 as shown between point 34c and 34d on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 34e and 34f on sheet 34 of the streets to be temporarily stopped up plan

District of Breckland	CHURCH LANE	Approximately 30 meters of CHURCH LANE as is within Work No.7 as shown between point 35a and 35b on sheet 35 of the streets to be temporarily stopped up plan
District of Breckland	CHURCH LANE	Approximately 50 meters of CHURCH LANE as is within Work No.7 as shown between point 35c and 35d on sheet 35 of the streets to be temporarily stopped up plan
District of Breckland	LONGHAM ROAD	Approximately 50 meters of LONGHAM ROAD as is within Work No.7 as shown between point 36a and 36b on sheet 36 of the streets to be temporarily stopped up plan
District of Breckland	DALE ROAD	Approximately 50 meters of DALE ROAD as is within Work No.7 as shown between point 37a and 37b on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 40 meters of DEREHAM ROAD as is within Work No.7 as shown between point 37c and 37d on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DALE ROAD	Approximately 50 meters of DALE ROAD as is within Work No.7 as shown between point 37e and 37f on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 50 meters of DEREHAM ROAD as is within Work No.7 as shown between point 37g and 37h on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 40 meters of BRADENHAM LANE as is within Work No.7 as shown between point 38a and 38b on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 38c and 38d on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 30 meters of BRADENHAM LANE as is

District of Breckland	HULVER STREET	within Work No.7 as shown between point 38e and 38f on sheet 38 of the streets to be temporarily stopped up plan Approximately 50 meters of HULVER STREET as is within Work No.7 as shown between point 38g and 38h on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	HAGGARDS WAY	Approximately 70 meters of HAGGARDS WAY as is within Work No.7 as shown between point 39a and 39b on sheet 39 of the streets to be temporarily stopped up plan
District of Breckland	Smugglers lane (Private track)	Approximately 50 meters of Smugglers lane as is within Work No.7 as shown between point 39c and 39d on sheet 39 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 70 meters of Private track as is within Work No.7 as shown between point 39e and 39f on sheet 39 of the streets to be temporarily stopped up plan
District of Breckland	Goggles Lane (Private track)	Approximately 50 meters of Goggles Lane as is within Work No.7 as shown between point 40a and 40b on sheet 40 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 500 meters of Private track as is within Work No. 8B and 9 as shown between point 40e and 40f on sheet 40 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.9 as shown between point 41a and 41b on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.9 as shown between point 41c and 41d on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Works No.9 and 10C as shown between point 41e and 41f on sheet 41 of the streets to be

District of Breckland	Private track	temporarily stopped up plan Approximately 50 meters of Private track as is within Works No.9 as shown between point 41g and 41h on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 470 meters of A47 as is within Works No.12B as shown between point 41i and 41j on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 50 meters of A47 as is within Site Side Access as shown between point 41k and 41l on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 125 meters of of the A47 (located within National Grid overhead line temporary works area and overhead line modification corridor (Work No 11 and Work No 11A) between point 41m and 41n as shown between point 41/42 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 150 meters of Private Track as shown between point 41o and 41p on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 170 meters of Private track as is within Works No. 10B and 11 as shown between point 41q and 41r on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 470 meters of A47 as is within Work No.12B as shown between point 42a and 42b on sheet 42 of the streets to be temporarily stopped up plan

### PART 3

Permanent stopping up of private means of access for which a substitute is to be provided – Scenario 1

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private means of</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New private means of</i>
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	<i>access to be stopped</i>		<i>access to be substituted or provided</i>
District of Breckland	Vehicular access in the vicinity of the Necton National Grid substation	Private access to the fields to the north and east of Necton National Grid Substation, a distance of 380 metres, shown by a purple line between points marked A and B on the private means of access to be permanently stopped up plan.	A new private access to the fields north and east of the Necton National Grid substation from private track off the A47 as shown by a green line between points marked A and B on the private means of access to be permanently stopped up plan.

## SCHEDULE 5

Article 12

### Access to Works

#### PART 1

##### Scenario 1

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Whimpwell Green via private track to the North marked point at AC1 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street via private track to the North marked point at AC2 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street to the East & West marked point at AC3 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street via private track to the North marked point at AC4 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street to the East & West marked point at AC5 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street via private track to the South marked point at AC6 on the access to works plan
District of North Norfolk	Vehicular access from Grub street via private track to the West marked point at AC7 on the access to works plan
District of North Norfolk	Vehicular access from Grub street to the North and South marked point at AC8 on the access to works plan
District of North Norfolk	Vehicular access from Mill lane via private track to the North marked point at AC9 on the access to works plan
District of North Norfolk	Vehicular access from Walcott Green to the East & West marked point at AC10 on the

	access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC12 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC13 on the access to works plan
District of North Norfolk	Vehicular access from The Street to the East and West marked point at AC14 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham road via private track to the South marked point at AC15 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the East & West marked point at AC16 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham road via private track to the North marked point at AC17 on the access to works plan
District of North Norfolk	Vehicular access from Hoolehouse road to the East & West marked point at AC18 on the access to works plan
District of North Norfolk	Vehicular access from Hoolehouse road via private track to the North marked point at AC19 on the access to works plan
District of North Norfolk	Vehicular access from Crossways Lane to the South marked point at AC20 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC21 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road to the East & West marked point at AC22 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road via private track to the North marked point at AC23 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road via private track to the North marked point at AC24 on the access to works plan
District of North Norfolk	Vehicular access from Old Hall Road to the West marked point at AC25 on the access to works plan
District of North Norfolk	Vehicular access from Old Hall Road via private track to the West marked point at AC26 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road via private track to the South marked point at AC27 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC28 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road via private track to the South marked point at AC29 on the access to works plan
District of North Norfolk	Vehicular access from Paston Road via private

District of North Norfolk	track to the East marked point at AC30 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC30a on the access to works plan
District of North Norfolk	Vehicular access from Paston Road via private track to the West marked point at AC31 on the access to works plan
District of North Norfolk	Vehicular access from Paston Road to the East & West marked point at AC32 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road via private track to the North marked point at AC33 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane via private track to the North marked point at AC34 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane to the East & West marked point at AC35 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road via private track to the North marked point at AC36 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road to the East & West marked point at AC37 on the access to works plan
District of North Norfolk	Vehicular access from B1145 (North Walsham Bypass) to the West marked point at AC38 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC40 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC41 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC42 on the access to works plan
District of North Norfolk	Vehicular access from Bradfield Road to the East & West marked point at AC43 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC44 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC45 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the East & West marked point at AC46 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road A149 to the East & West marked point at AC47 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road to the East & West marked point at AC49 on the access to works plan

District of North Norfolk	Vehicular access from Cromer Road via private track to the West marked point at AC50 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane via private track to the South marked point at AC51 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane via private track to the South marked point at AC52 on the access to works plan
District of North Norfolk	Vehicular access from Rectory Road via private track to the East marked point at AC53 on the access to works plan
District of North Norfolk	Vehicular access from Rectory Road to the East & West marked point at AC54 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham Road to the East & West marked point at AC55 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham Road via private track to the West marked point at AC56 on the access to works plan
District of North Norfolk	Vehicular access from Church Road via private track to the East marked point at AC57 on the access to works plan
District of North Norfolk	Vehicular access from Church Road to the East & West marked point at AC58 on the access to works plan
District of North Norfolk	Vehicular access from Church Road via private track to the South marked point at AC59 on the access to works plan
District of North Norfolk	Vehicular access from Banningham Road to the North & South marked point at AC62 on the access to works plan
District of North Norfolk	Vehicular access from private track to the South & East marked point at AC63 on the access to works plan
District of Broadland	Vehicular access from B1145 via private track to the North marked point at AC64 on the access to works plan
District of Broadland	Vehicular access from A140 via private track to the East marked point at AC65 on the access to works plan
District of Broadland	Vehicular access from A140 to the East & West marked point at AC66 on the access to works plan
District of Broadland	Vehicular access from A140 via private track to the West marked point at AC67 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the West marked point at AC68 on the access to works plan
District of Broadland	Vehicular access from Drabblegate via private track to the South marked point at AC69 on the access to works plan
District of Broadland	Vehicular access from Drabblegate via private track to the East marked point at AC70 on the

District of Broadland	access to works plan Vehicular access from Cromer Road via private track to the East marked point at AC71 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the West marked point at AC73 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the North marked point at AC74 on the access to works plan
District of Broadland	Vehicular access from Ingworth Road via private track to the South marked point at AC75 on the access to works plan
District of Broadland	Vehicular access from Blickling Road via private track to the North marked point at AC76 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the East & West marked point at AC77 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the South marked point at AC78 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane via private track to the East marked point at AC79 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane to the East & West marked point at AC80 on the access to works plan
District of Broadland	Vehicular access from Whitetop Lane via private track to the South marked point at AC81 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road to the North & South marked point at AC82 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road via private track to the South marked point at AC83 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the North & South marked point at AC84 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the South marked point at AC85 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the South marked point at AC86 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the South marked point at AC87 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the East marked point at AC88 on the access to works plan
District of Broadland	Vehicular access from Holt Road B1149 to the East & West marked point at AC89 on the access to works plan
District of Broadland	Vehicular access from Holt Road B1149 via

	private track to the South marked point at AC90 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the East marked point at AC91 on the access to works plan
District of Broadland	Vehicular access from Oulton Street to the East & West marked point at AC92 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the North marked point at AC93 on the access to works plan
District of Broadland	Vehicular access from Southgate Lane via private track to the West marked point at AC95 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the East & West marked point at AC96 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the North marked point at AC97 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the North marked point at AC98 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the North marked point at AC99 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the East & West marked point at AC101 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the North marked point at AC103 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the East & West marked point at AC104 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the East marked point at AC105 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road to the East & West marked point at AC106 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road via private track to the North & West marked point at AC107 on the access to works plan
District of Broadland	Vehicular access from Keridston Road to the East & West marked point at AC108 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the West marked point at AC109 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the South marked point at AC110 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the South marked point at AC111 on the access to works plan

District of Broadland	Vehicular access from Lodge Lane via private track to the North marked point at AC112 on the access to works plan
District of Broadland	Vehicular access from Nowhere Lane via private track to the North marked point at AC114 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane private track to the East marked point at AC115 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane to the North & South marked point at AC116 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane via private track to the South marked point at AC117 on the access to works plan
District of Breckland	Vehicular access from Well Lane via private track to the North marked point at AC118 on the access to works plan
District of Breckland	Vehicular access from Well Lane via private track to the North marked point at AC120 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road via private track to the West marked point at AC121 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road via private track to the West marked point at AC123 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the North & South marked point at AC124 on the access to works plan
District of Breckland	Vehicular access from Mill Street to the East & West marked point at AC125 on the access to works plan
District of Breckland	Vehicular access from Bylaugh Road via private track to the South marked point at AC126 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the North & South marked point at AC127 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the West marked point at AC128 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the West marked point at AC129 on the access to works plan
District of Breckland	Vehicular access from Elsing Road via private track to the North marked point at AC130 on the access to works plan
District of Breckland	Vehicular access from Woodgate Road via private track to the East marked point at AC131 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane to the East & West marked point at AC132 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane via private track to the East marked point at AC133

District of Breckland	on the access to works plan Vehicular access from Mowles Road via private track to the North marked point at AC134 on the access to works plan
District of Breckland	Vehicular access from Norwich Road to the East & West marked point at AC135 on the access to works plan
District of Breckland	Vehicular access from Tuddenham Road to the East & West marked point at AC136 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the East & West marked point at AC137 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the South marked point at AC138 on the access to works plan
District of Breckland	Vehicular access from Hoe Road South via private track to the South marked point at AC139 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the North marked point at AC140 on the access to works plan
District of Breckland	Vehicular access from Hall Road via private track to the South marked point at AC141 on the access to works plan
District of Breckland	Vehicular access from Hall Road via private track to the South marked point at AC142 on the access to works plan
District of Breckland	Vehicular access from Northall Green via private track to the South marked point at AC143 on the access to works plan
District of Breckland	Vehicular access from Beetley Road to the East & West marked point at AC144 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 via private track to the North marked point at AC145 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 to the East & West marked point at AC146 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 via Hoe FP6 & Dereham FP20 to the West marked point at AC147 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 to the South marked point at AC148 on the access to works plan
District of Breckland	Vehicular access from Mill Lane (also known as "PROW Dereham FP19") to the East marked point at AC150 on the access to works plan
District of Breckland	Vehicular access from Church Lane via private track to the South marked point at AC151 on the access to works plan
District of Breckland	Vehicular access from Church Lane to the East & West marked point at AC152 on the access to works plan
District of Breckland	Vehicular access from Longham Road to the

	East & West marked point at AC153 on the access to works plan
District of Breckland	Vehicular access from Longham Road via private track to the South marked point at AC154 on the access to works plan
District of Breckland	Vehicular access from Longham Road via private track to the South marked point at AC155 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the North & West marked point at AC156 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the South & West marked point at AC157 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the West marked point at AC158 on the access to works plan
District of Breckland	Vehicular access from Road from A47 to Bushy Common to the West marked point at AC159 on the access to works plan
District of Breckland	Vehicular access from Dale road to the West marked point at AC160 on the access to works plan
District of Breckland	Vehicular access from Dereham road to the North marked point at AC162 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the East & West marked point at AC163 on the access to works plan
District of Breckland	Vehicular access from Dereham Road to the North & South marked point at AC164 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane via private track to the North marked point at AC165 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC166 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane via private track to the North marked point at AC167 on the access to works plan
District of Breckland	Vehicular access from Hulver Street to the East & West marked point at AC168 on the access to works plan
District of Breckland	Vehicular access from Haggards Way via private track to the North marked point at AC169 on the access to works plan
District of Breckland	Vehicular access from Haggards Way via private track to the West marked point at AC171 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane to the South marked point at AC174 on the access to works plan
District of Breckland	Vehicular access from A47 to the East marked point at AC178 on the access to works plan
District of Breckland	Vehicular access from A47 to the East & West

marked point at AC180 on the access to works plan

## PART 2

### Scenario 2

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Whimpwell Green via private track to the North marked point at AC1 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street via private track to the North marked point at AC2 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street to the East & West marked point at AC3 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street via private track to the North marked point at AC4 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street to the East & West marked point at AC5 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street via private track to the South marked point at AC6 on the access to works plan
District of North Norfolk	Vehicular access from Grub street via private track to the West marked point at AC7 on the access to works plan
District of North Norfolk	Vehicular access from Grub street to the North and South marked point at AC8 on the access to works plan
District of North Norfolk	Vehicular access from Mill lane via private track to the North marked point at AC9 on the access to works plan
District of North Norfolk	Vehicular access from Walcott Green to the East & West marked point at AC10 on the access to works plan
District of North Norfolk	Vehicular access from Staltham Road B1159 to the East & West marked point at AC11 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC12 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC13 on the access to works plan
District of North Norfolk	Vehicular access from The Street to the East and West marked point at AC14 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham road via private track to the South marked point at AC15 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the East & West marked point at AC16 on the access to works plan

District of North Norfolk	Vehicular access from North Walsham road via private track to the North marked point at AC17 on the access to works plan
District of North Norfolk	Vehicular access from Hoolehouse road to the East & West marked point at AC18 on the access to works plan
District of North Norfolk	Vehicular access from Hoolehouse road via private track to the North marked point at AC19 on the access to works plan
District of North Norfolk	Vehicular access from Crossways Lane to the South marked point at AC20 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC21 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road to the East & West marked point at AC22 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road via private track to the North marked point at AC23 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road via private track to the North marked point at AC24 on the access to works plan
District of North Norfolk	Vehicular access from Old Hall Road to the West marked point at AC25 on the access to works plan
District of North Norfolk	Vehicular access from Old Hall Road via private track to the West marked point at AC26 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road via private track to the South marked point at AC27 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC28 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road via private track to the South marked point at AC29 on the access to works plan
District of North Norfolk	Vehicular access from Paston Road via private track to the East marked point at AC30 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC30a on the access to works plan
District of North Norfolk	Vehicular access from Paston Road via private track to the West marked point at AC31 on the access to works plan
District of North Norfolk	Vehicular access from Paston Road to the East & West marked point at AC32 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road via private track to the North marked point at AC33 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane via private track to the North marked point at AC34 on the

District of North Norfolk	access to works plan Vehicular access from Hall Lane to the East & West marked point at AC35 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road via private track to the North marked point at AC36 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road to the East & West marked point at AC37 on the access to works plan
District of North Norfolk	Vehicular access from B1145 (North Walsham Bypass) to the West marked point at AC38 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC39 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC40 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC41 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC42 on the access to works plan
District of North Norfolk	Vehicular access from Bradfield Road to the East & West marked point at AC43 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC44 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC45 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the East & West marked point at AC46 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road A149 to the East & West marked point at AC47 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham BR12 via private track to the East & West marked point at AC48 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road to the East & West marked point at AC49 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road via private track to the West marked point at AC50 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane via private track to the South marked point at AC51 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane via private track to the South marked point at AC52 on the access to works plan
District of North Norfolk	Vehicular access from Rectory Road via private

	track to the East marked point at AC53 on the access to works plan
District of North Norfolk	Vehicular access from Rectory Road to the East & West marked point at AC54 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham Road to the East & West marked point at AC55 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham Road via private track to the West marked point at AC56 on the access to works plan
District of North Norfolk	Vehicular access from Church Road via private track to the East marked point at AC57 on the access to works plan
District of North Norfolk	Vehicular access from Church Road to the East & West marked point at AC58 on the access to works plan
District of North Norfolk	Vehicular access from Church Road via private track to the South marked point at AC59 on the access to works plan
	Vehicular access from Church Road via private track to the East & West marked point at AC60 on the access to works plan
District of North Norfolk	Vehicular access from Banningham Road via private track to the North & South marked point at AC61 on the access to works plan
District of North Norfolk	Vehicular access from Banningham Road to the North & South marked point at AC62 on the access to works plan
District of North Norfolk	Vehicular access from private track to the South & East marked point at AC63 on the access to works plan
	Vehicular access from B1145 via private track to the North marked point at AC64 on the access to works plan
District of Broadland	Vehicular access from A140 via private track to the East marked point at AC65 on the access to works plan
District of Broadland	Vehicular access from A140 to the East & West marked point at AC66 on the access to works plan
District of Broadland	Vehicular access from A140 via private track to the West marked point at AC67 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the West marked point at AC68 on the access to works plan
District of Broadland	Vehicular access from Drabblegate via private track to the South marked point at AC69 on the access to works plan
District of Broadland	Vehicular access from Drabblegate via private track to the East marked point at AC70 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the East marked point at AC71 on the access to works plan

District of Broadland	Vehicular access from Cromer Road to the East & West marked point at AC72 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the West marked point at AC73 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the North marked point at AC74 on the access to works plan
District of Broadland	Vehicular access from Ingworth Road via private track to the South marked point at AC75 on the access to works plan
District of Broadland	Vehicular access from Blickling Road via private track to the North marked point at AC76 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the East & West marked point at AC77 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the South marked point at AC78 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane via private track to the East marked point at AC79 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane to the East & West marked point at AC80 on the access to works plan
District of Broadland	Vehicular access from Whitetop Lane via private track to the South marked point at AC81 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road to the North & South marked point at AC82 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road via private track to the South marked point at AC83 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the North & South marked point at AC84 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the South marked point at AC85 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the South marked point at AC86 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the South marked point at AC87 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the East marked point at AC88 on the access to works plan
District of Broadland	Vehicular access from Holt Road B1149 to the East & West marked point at AC89 on the access to works plan
District of Broadland	Vehicular access from Holt Road B1149 via private track to the South marked point at AC90

	on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the East marked point at AC91 on the access to works plan
District of Broadland	Vehicular access from Oulton Street to the East & West marked point at AC92 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the North marked point at AC93 on the access to works plan
District of Broadland	Vehicular access from Southgate Lane to the East & West marked point at AC94 on the access to works plan
District of Broadland	Vehicular access from Southgate Lane via private track to the West marked point at AC95 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the East & West marked point at AC96 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the North marked point at AC97 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the North marked point at AC98 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the North marked point at AC99 on the access to works plan
District of Broadland	Vehicular access from private track (footpath named Salle from Cawston Road) to the East & West marked point at AC100 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the East & West marked point at AC101 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the South marked point at AC102 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the North marked point at AC103 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the East & West marked point at AC104 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the East marked point at AC105 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road to the East & West marked point at AC106 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road via private track to the North & West marked point at AC107 on the access to works plan
District of Broadland	Vehicular access from Keridston Road to the East & West marked point at AC108 on the access to works plan

District of Broadland	Vehicular access from Dereham Road B1145 via private track to the West marked point at AC109 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the South marked point at AC110 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the South marked point at AC111 on the access to works plan
District of Broadland	Vehicular access from Lodge Lane via private track to the North marked point at AC112 on the access to works plan
District of Broadland	Vehicular access from Nowhere Lane to the East & West marked point at AC113 on the access to works plan
District of Broadland	Vehicular access from Nowhere Lane via private track to the North marked point at AC114 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane private track to the East marked point at AC115 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane to the North & South marked point at AC116 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane via private track to the South marked point at AC117 on the access to works plan
District of Breckland	Vehicular access from Well Lane via private track to the North marked point at AC118 on the access to works plan
District of Breckland	Vehicular access from Well Lane to the North & South marked point at AC119 on the access to works plan
District of Breckland	Vehicular access from Well Lane via private track to the North marked point at AC120 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road via private track to the West marked point at AC121 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the East & West marked point at AC122 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road via private track to the West marked point at AC123 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the North & South marked point at AC124 on the access to works plan
District of Breckland	Vehicular access from Mill Street to the East & West marked point at AC125 on the access to works plan
District of Breckland	Vehicular access from Bylaugh Road via private track to the South marked point at AC126 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the North & South marked point at AC127 on the

	access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the West marked point at AC128 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the West marked point at AC129 on the access to works plan
District of Breckland	Vehicular access from Elsing Road via private track to the North marked point at AC130 on the access to works plan
District of Breckland	Vehicular access from Woodgate Road via private track to the East marked point at AC131 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane to the East & West marked point at AC132 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane via private track to the East marked point at AC133 on the access to works plan
District of Breckland	Vehicular access from Mowles Road via private track to the North marked point at AC134 on the access to works plan
District of Breckland	Vehicular access from Norwich Road to the East & West marked point at AC135 on the access to works plan
District of Breckland	Vehicular access from Tuddenham Road to the East & West marked point at AC136 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the East & West marked point at AC137 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the South marked point at AC138 on the access to works plan
District of Breckland	Vehicular access from Hoe Road South via private track to the South marked point at AC139 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the North marked point at AC140 on the access to works plan
District of Breckland	Vehicular access from Hall Road via private track to the South marked point at AC141 on the access to works plan
District of Breckland	Vehicular access from Hall Road via private track to the South marked point at AC142 on the access to works plan
District of Breckland	Vehicular access from Northall Green via private track to the South marked point at AC143 on the access to works plan
District of Breckland	Vehicular access from Beetley Road to the East & West marked point at AC144 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 via private track to the North marked point at AC145 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 to the

	East & West marked point at AC146 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 via Hoe FP6 & Dereham FP20 to the West marked point at AC147 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 to the South marked point at AC148 on the access to works plan
District of Breckland	Vehicular access from Private track via Dereham FP20 the West marked point at AC149 on the access to works plan
District of Breckland	Vehicular access from Mill Lane (also known as "PROW Dereham FP19") to the East marked point at AC150 on the access to works plan
District of Breckland	Vehicular access from Church Lane via private track to the South marked point at AC151 on the access to works plan
District of Breckland	Vehicular access from Church Lane to the East & West marked point at AC152 on the access to works plan
District of Breckland	Vehicular access from Longham Road to the East & West marked point at AC153 on the access to works plan
District of Breckland	Vehicular access from Longham Road via private track to the South marked point at AC154 on the access to works plan
District of Breckland	Vehicular access from Longham Road via private track to the South marked point at AC155 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the North & West marked point at AC156 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the South & West marked point at AC157 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the West marked point at AC158 on the access to works plan
District of Breckland	Vehicular access from Road from A47 to Bushy Common to the West marked point at AC159 on the access to works plan
District of Breckland	Vehicular access from Dale road to the West marked point at AC160 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the North & South marked point at AC161 on the access to works plan
District of Breckland	Vehicular access from Dereham road to the North marked point at AC162 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the East & West marked point at AC163 on the access to works plan
District of Breckland	Vehicular access from Dereham Road to the North & South marked point at AC164 on the access to works plan

District of Breckland	Vehicular access from Bradenham Lane via private track to the North marked point at AC165 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC166 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane via private track to the North marked point at AC167 on the access to works plan
District of Breckland	Vehicular access from Hulver Street to the East & West marked point at AC168 on the access to works plan
District of Breckland	Vehicular access from Haggards Way via private track to the North marked point at AC169 on the access to works plan
District of Breckland	Vehicular access from Haggards Way to the East & West marked point at AC170 on the access to works plan
District of Breckland	Vehicular access from Haggards Way via private track to the West marked point at AC171 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane via private track to the East & West marked point at AC172 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane via private track to the East & West marked point at AC173 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane to the South marked point at AC174 on the access to works plan
District of Breckland	Vehicular access from Lodge Lane via private track marked point at AC175 on the access to works plan
District of Breckland	Vehicular access from A47 via private track to the East & West marked point at AC176 on the access to works plan
District of Breckland	Vehicular access from A47 via private track to the East & West marked point at AC177 on the access to works plan
District of Breckland	Vehicular access from A47 to the East marked point at AC178 on the access to works plan
District of Breckland	Vehicular access from A47 via private track to the North marked point at AC179 on the access to works plan
District of Breckland	Vehicular access from A47 to the East & West marked point at AC180 on the access to works plan

## Land in which only New Rights etc., may be acquired

## PART 1

## Scenario 1

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>Landfall Plots 01/01, 01/02, 01/03, 01/04, 01/05, 01/06, 01/07, 01/08, 01/09, 01/10, 01/11, 01/13, 01/17, 01/18, 01/19, 01/20, 02/01, 02/02 and 02/03</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) construct, lay and install by way of pull-through within the cable ducts and jointing works, repair, renew, upgrade, inspect, remove and replace underground electrical cables and ducts, including pulling underground electrical cables and other apparatus through existing ducts, together with such telemetry and fibre optic lines, structures, jointing bays, ducting and other apparatus, protection and safety measures and equipment which is ancillary to the purposes of transmitting electricity along such electrical cables (which collectively for the purposes of this schedule are referred to as the “cables”);</li> <li>(b) effect access to offshore apparatus and carry out works for the purposes of construction, installation, operation, maintenance and decommissioning of the parts of the authorised project that communicate between the onshore and offshore elements of the authorised project;</li> <li>(c) install, retain, and connect apparatus to connect onshore transmission apparatus to offshore transmission apparatus;</li> <li>(d) enter and be upon the land and remain with or without plant, vehicles, vessels, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables, or use of the cables, cable ducts and jointing works;</li> <li>(e) retain and use the cables, cable</li> </ul>

ducts and jointing works for the purpose of the transmission of telecommunications and electricity;

- (f) pass and repass with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying down, installing, adjusting, altering, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (g) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (i) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (j) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduit or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers); and
- (l) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass.

Access tracks

Plots 01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01, 14/06, 14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02, 26/04, 26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 38/12, 39/04, 39/05, 39/06, 39/07, 39/15, 39/16, 40/02, 40/03, 41/05, 41/08, 41/10, 41/11, 41/13, 41/14b and 41/16.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) retain, maintain and use temporary supporting or protective structures and erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths and lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal works are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary

stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights); and

- (i) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 1 means such other parts of the land within the Order limits required for the authorised project.

#### Full cable rights

Plots 01/11, 01/12, 01/13, 02/03, 02/04, 02/05, 02/09, 02/12, 02/14, 02/18, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/07, 03/08, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/10, 04/12, 05/01, 05/04, 05/06, 05/08, 05/10, 06/01, 06/03, 06/14, 07/01, 07/04, 07/06, 07/10, 08/02, 08/08, 08/13, 08/17, 08/20, 08/23, 09/03, 09/07, 09/08, 09/12, 09/16, 10/02, 10/05, 10/14, 10/16, 10/17, 11/01, 11/05, 11/06, 11/09, 11/12, 11/14, 12/02, 12/04, 12/06, 13/02, 13/08, 13/10, 13/11, 13/13, 14/02, 14/05, 14/07, 14/09, 14/15, 14/20, 14/27, 15/02, 15/05, 15/07, 15/13, 15/15, 16/03, 16/08, 16/09, 16/10, 16/13, 17/01, 17/02, 17/03, 17/04, 17/07, 18/01, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/07, 20/01, 20/03, 20/07, 20/10, 20/17, 20/20, 21/01, 21/08, 22/01, 22/04, 22/06, 22/07, 22/12, 22/13, 22/14, 23/01, 23/05, 23/06, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/08, 24/11, 24/19, 25/02, 25/06, 25/07, 26/01, 26/03, 26/14, 26/07, 26/09, 26/14, 26/15, 27/01, 27/07, 27/09, 27/11, 27/15, 27/16, 28/01, 29/02, 29/08, 29/13, 30/01, 30/07, 30/08, 30/12, 31/01, 31/07, 31/09, 31/11, 31/13, 32/01, 32/05, 32/07, 32/08, 32/11, 33/01, 33/08, 33/14, 33/16, 34/01, 34/07, 35/01, 35/07, 35/16, 36/01, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/09, 37/16, 37/18, 37/22, 38/01, 38/04, 38/09, 38/11, 39/01, 39/02, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/12b, 40/14, 40/13a, 40/22a, 40/24a, 40/24c, 40/24d, 41/03a, 41/03c, 41/06a, 41/06b, 41/25a and 41/22.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of pull-through within the cable ducts and jointing works;
- (b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;

- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;
- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;
- (i) remove, store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts

where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;

- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and

- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining

land and highway;

- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and
- (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the

consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;

- (d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and
- (e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.

Main Construction Access  
Plots 40/19, 40/25, 40/29, 40/30 and 42/01.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of

access to adjoining land and highway;

- (c) retain, maintain and use temporary supporting or protective structures and erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths and lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal works are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights); and
- (i) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 1 means such other parts of the land within the Order limits required for the authorised project.

Crossings required to be undertaken by trenchless crossing

1. The right to enter onto and remain on the land for the purposes of construction,

Plots 06/05, 08/19, 22/15, 35/04, 35/05, 35/13, 37/01 and 37/07.

installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of pull-through within the cable ducts and jointing works;
- (b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;
- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (h) install and maintain cable marker posts to identify the location of the

cables, cable ducts and jointing works as required for routine integrity testing;

- (i) remove, store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface

of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and

- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and
- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the

purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;

- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the exercise of the rights); and
- (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

- (j) “adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;
- (d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided

that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and

- (e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.

Minor crossings inc. highway

Plots 02/11, 02/13, 02/16, 02/19, 03/06, 03/09, 03/10, 04/09, 04/11, 05/03, 05/07, 06/02, 06/04, 06/10, 07/03, 07/09, 08/05, 08/15, 08/21, 09/11, 09/15, 10/01, 10/15, 11/03, 11/10, 11/13, 12/03, 12/05, 13/05, 13/09, 14/03, 14/04, 14/12, 14/26, 15/11, 16/05, 16/12, 17/05, 18/02, 19/05, 20/02, 20/06, 20/09, 20/19, 21/03, 22/03, 22/05, 23/03, 24/05, 24/16, 25/04, 26/12, 27/05, 27/08, 27/10, 27/14, 28/02, 29/11, 30/09, 31/06, 31/08, 31/12, 32/04, 32/10, 33/11, 33/15, 34/05, 34/06, 35/06, 35/15, 36/03, 37/11, 37/17, 37/19, 37/21, 38/07 and 39/03.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of pull-through within the cable ducts and jointing works;
- (b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (e) enter and be upon the land and remain with or without plant,

vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;

- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
- (h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
- (i) remove store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair,

replace, renew, upgrade, inspect or remove the cables and cable ducts;

- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

Minor crossings inc. highway to be undertaken by trenchless crossing Plots 08/10, 10/11, 12/10, 14/18, 28/03, 28/08, 35/03 and 35/09.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of pull-through within the cable ducts and jointing works;
- (b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (d) retain and maintain existing

hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;

- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;
- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
- (h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
- (i) remove store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of

trees or hedges or shrubs;

- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project

Major crossings (railway, dual carriageway)  
Plots 10/04, 15/03, 15/04, 23/07, 24/10,  
33/06, 37/02, 37/08 and 37/20

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of pull-through within the cable ducts and jointing works;
- (b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;

- (c) enter the land with or without machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;
- (d) retain and use the cables for the purposes of the transmission of telecommunications and electricity; and
- (e) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers).

## PART 2

### Scenario 2

*(1) Number of land shown on land plan*

Landfall

Plots 01/01, 01/02, 01/03, 01/04, 01/05, 01/06, 01/07, 01/08, 01/09, 01/10, 01/11, 01/13, 01/17, 01/18, 01/19, 01/20, 02/01, 02/02 and 02/03

*(2) Purpose for which rights may be acquired*

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install by way of drilling and / or trenching and repair, renew, upgrade, inspect, remove and replace underground electrical cables and ducts, jointing works including transition joint bays and other apparatus together with such telemetry and fibre optic lines, structures, ducting and other apparatus, protection and safety measures and equipment which is ancillary to the purposes of transmitting electricity along such electrical cables (which collectively for the purposes of this schedule are referred to as the “cables”);
- (b) effect access to offshore apparatus and carry out works for the purposes of construction, installation, operation, maintenance and decommissioning of the parts of the authorised project that communicate between the onshore and offshore elements of the authorised project;
- (c) install, retain, and connect

apparatus to connect onshore transmission apparatus to offshore transmission apparatus;

- (d) enter and be upon the land and remain with or without plant, vehicles, vessels, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables, or use of the cables, cable ducts and jointing works;
- (e) retain and use the cables, cable ducts and jointing works for the purpose of the transmission of telecommunications and electricity;
- (f) pass and repass with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying down, installing, adjusting, altering, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (g) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (i) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (j) retain and maintain existing temporary permissive paths or lay

out temporary permissive paths for public use (if applicable);

- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduit or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers); and
- (l) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass.

#### Access tracks

Plots 01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01, 14/06, 14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02, 26/04, 26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 38/12, 39/04, 39/05, 39/06, 39/07, 39/15, 39/16, 40/02, 40/03, 41/05, 41/08, 41/10, 41/11, 41/13, 41/16 and 41/22.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) retain, maintain and use temporary supporting or protective structures and erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths and lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;

- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal works are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights); and
- (i) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 1 means such other parts of the land within the Order limits required for the authorised project.

#### Full cable rights

Plots 01/11, 01/12, 01/13, 02/03, 02/04, 02/05, 02/09, 02/12, 02/14, 02/18, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/07, 03/08, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/10, 04/12, 05/01, 05/04, 05/06, 05/08, 05/10, 06/01, 06/03, 06/14, 07/01, 07/04, 07/06, 07/10, 08/02, 08/08, 08/13, 08/17, 08/20, 08/23, 09/03, 09/07, 09/08, 09/12, 09/16, 10/02, 10/05, 10/14, 10/16, 10/17, 11/01, 11/05, 11/06, 11/09, 11/12, 11/14, 12/02, 12/04, 12/06, 13/02, 13/08, 13/10, 13/11, 13/13, 14/02, 14/05, 14/07, 14/09, 14/15, 14/20, 14/27, 15/02, 15/05, 15/07, 15/13, 15/15, 16/03, 16/08, 16/09, 16/10, 16/13, 17/01, 17/02, 17/03, 17/04, 17/07, 18/01, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/07, 20/01, 20/03, 20/07, 20/10, 20/17, 20/20, 21/01, 21/08, 22/01, 22/04, 22/06, 22/07, 22/12, 22/13, 22/14, 23/01, 23/05, 23/06, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/08, 24/11, 24/19, 25/02, 25/06, 25/07, 26/01, 26/03, 26/07, 26/09, 26/14, 26/15, 27/01, 27/07, 27/09, 27/11, 27/15, 27/16, 28/01, 29/02, 29/08, 29/13, 30/01, 30/07,

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching;
- (b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting

30/08, 30/12, 31/01, 31/07, 31/09, 31/11, 31/13, 32/01, 32/05, 32/07, 32/08, 32/11, 33/01, 33/08, 33/14, 33/16, 34/01, 34/07, 35/01, 35/07, 35/16, 36/01, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/09, 37/16, 37/18, 37/22, 38/01, 38/04, 38/09, 38/11, 39/01, 39/02, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/14, 40/15a, 40/15b, 40/23, 40/26, 40/27, 40/31, 40/33a, 41/01a, 41/03, 41/03a, 41/03b, 41/05, 41/14, 41/14a, 41/14b, 41/14c, 41/15, 41/23, 41/23a, 41/24, 41/25, 41/28, 41/30b, 41/30c, 41/30d, 41/33 and 41/40.

- and removing the cables, cable ducts and jointing works;
- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;
- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;
- (i) remove, store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes,

cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);

- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;

- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and
- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other

- vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
  - (f) effect access and egress to and from the highway;
  - (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
  - (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and
  - (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in

writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);

- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;
- (d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and
- (e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.

Crossings required to be undertaken by trenchless crossing  
Plots 06/05, 08/19, 22/15, 35/04, 35/05, 35/13, 37/01 and 37/07.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;
- (b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;
- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine

integrity testing;

- (i) remove, store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary

equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and

- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and
- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the

- purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
  - (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
  - (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
  - (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
  - (f) effect access and egress to and from the highway;
  - (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
  - (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the exercise of the rights); and
  - (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

- (j) “adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;
- (d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project)

provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and

- (e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.

Minor crossings inc. highway

Plots 02/11, 02/13, 02/16, 02/19, 03/06, 03/09, 03/10, 04/09, 04/11, 05/03, 05/07, 06/02, 06/04, 06/10, 07/03, 07/09, 08/05, 08/07, 08/15, 08/21, 09/11, 09/15, 10/01, 10/15, 11/03, 11/10, 11/13, 12/03, 12/05, 13/05, 13/09, 14/03, 14/04, 14/12, 14/26, 15/11, 16/05, 16/12, 17/05, 18/02, 19/05, 20/02, 20/06, 20/09, 20/19, 21/03, 22/03, 22/05, 23/03, 24/05, 24/16, 25/04, 26/12, 27/05, 27/08, 27/10, 27/14, 28/02, 29/11, 30/09, 31/06, 31/08, 31/12, 32/04, 32/10, 33/09, 33/11, 33/15, 34/05, 34/06, 35/06, 35/15, 36/03, 37/11, 37/17, 37/19, 37/21, 38/07, 39/03 and 41/05.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching;
- (b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and

equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;

- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
- (h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
- (i) remove store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or

- remove the cables and cable ducts;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

Minor crossings inc. highway required to be undertaken by trenchless crossing  
Plots 08/10, 10/11, 12/10, 14/18, 28/03, 28/08, 35/03, 35/08 and 35/09.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;
- (b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (d) retain and maintain existing hardstandings and lay down, use,

- repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;
  - (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
  - (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
  - (h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
  - (i) remove store and stockpile materials (including excavated material) within the Order land;
  - (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
  - (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
  - (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;

- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project

Major crossings (railway, dual carriageway)  
 Plots 10/04, 15/03, 15/04, 23/07, 24/10,  
 33/06, 35/02, 37/02, 37/08 and 37/20

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;
- (b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) enter the land with or without

machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;

- (d) retain and use the cables for the purposes of the transmission of telecommunications and electricity; and
- (e) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers).

Balancing pond works  
Plots 41/23, 41/23a, 41/24 and 41/25

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) with or without vehicles, plant and equipment to enter the land to construct the authorised project and thereafter to use, retain, inspect, maintain, repair, alter, renew and replace or remove the authorised project;
- (b) with or without vehicles, plant and equipment to enter the land to construct or modify drainage apparatus, flood works, water attenuation works or other works, and to construct in, on, over or under the land drains, conduits or pipes to allow existing attenuation works to communicate with the authorised project;
- (c) with or without vehicles, plant and equipment to enter the land to fell, trim or lop trees and bushes which may obstruct or interfere with the rights exercised by the undertaker;
- (d) with or without vehicles, plant and equipment to enter the land to access any adjoining land for the purposes of the authorised project;
- (e) with or without vehicles, plant and equipment to enter the land to exercise the rights over and across any access route; and
- (f) to carry out any activities ancillary or incidental thereto.

2. A restrictive covenant over the land for

the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;
- (d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and
- (e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is

reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto..

Connection into cable sealing ends  
Plot 41/33.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching or by over ground construction;
- (b) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove any apparatus necessary to connect the cables into cable sealing ends and to facilitate the connection to electrical apparatus;
- (c) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (d) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (e) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (f) enter and be upon the land and remain with or without plant,

vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;

- (g) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (i) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;
- (j) remove, store and stockpile materials (including excavated material) within the Order land;
- (k) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (l) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (m) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (n) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (o) remove archaeological artefacts where they would prevent or cause

it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;

- (p) carry out environmental mitigation, remediation and enhancement works;
- (q) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (r) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (s) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and

- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the

purposes of accessing adjoining land and highway;

- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and
- (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

#### Overhead line alterations

Plots 40/26, 40/27, 40/31, 40/33a, 41/01a, 41/28, 41/30b, 41/30c, 41/30d, 41/33, 41/40, 40/15b, 41/05, 41/14b and 41/24.

1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and—

- (a) to enter the land with or without vehicles plant and equipment to erect the electric lines and thereafter retain, inspect, maintain, repair, alter, renew, replace and remove the overhead lines;
- (b) with or without vehicles, plant and equipment and in a proper and woodman like manner to fell, trim or lop all trees and bushes on the land which obstruct or interfere with the exercise of the undertaker’s rights;
- (c) enter the land to access any adjoining land;
- (d) to use the overhead lines.

(e) 2. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (f) not do or suffer to be done anything upon the land which may in any way interfere with, damage or cause injury to the overhead lines

or interfere with or obstruct access thereto or use thereof, and to take all reasonable precautions to prevent such interference, obstruction, damage or injury;

- (g) not erect any building or structure (whether temporary or permanent) or plant or allow to grow any plant or tree on the land within 5.3 metres of any conductors when they are at a maximum temperature and/or swing;
- (h) not erect any building or structure (whether temporary or permanent) or plant or allow any plant or tree within or under any towers or within 5 metres of the outer edge of each of the foundations of any towers without the written consent of the undertaker (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);
- (i) not store or place within or under any towers or within 5 metres of the outer edge of the foundations of any towers any goods or materials whatsoever without the written consent of the undertaker (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);
- (j) not raise the level of the surface of the land so as to make the distance between the level of the ground and the lowest conductor at any point of the span less than 7.6 metres; and
- (k) not carry out any works or excavations on the land or otherwise which may endanger the stability, safety and integrity of the overhead lines.

## Modification of compensation and compulsory purchase enactments for creation of new rights

### Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973(a) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

- (a) for the words “land is acquired or taken” there is substituted the words “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” there is substituted the words “over which the right is exercisable or the restrictive covenant enforceable”.

### Application of the 1965 Act

3.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired; or
- (b) the land over which the right is or is to be exercisable.

(2) Without prejudice to the generality of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

4. For section 7 of the 1965 Act (measure of compensation) there is substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act”

5. Section 8(1) of the Compulsory Purchase Act 1965 has effect as if references to acquiring land were to acquiring a right in the land, and Schedule 2A to that Act is to be read as if, for that Schedule, there were substituted—

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(a) 1973 c.26.

## “SCHEDULE 2A

### **Counter-Notice Requiring Purchase of Land**

#### Introduction

1.—(1) This Schedule applies where an undertaker serves a notice to treat in respect of a right over the whole or part of a house, building or factory.

(2) But see section 2A of the Acquisition of Land Act 1981 (under which a compulsory purchase order can exclude from this Schedule land that is 9 metres or more below the surface).

2. In this Schedule “house” includes any park or garden belonging to a house.

### **Counter-notice requiring purchase of land**

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the undertaker to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

### **Response to counter-notice**

5. On receiving a counter-notice the undertaker must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The undertaker must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the undertaker decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the undertaker does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the undertaker serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

### **Determination by Upper Tribunal**

10. On a referral under paragraph 7 the Upper Tribunal must determine whether the acquisition of the right would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right,
- (b) the proposed use of the right, and

- (c) if the right is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

**12.** If the Upper Tribunal determines that the acquisition of the right would have either of the consequences described in paragraph 10 it must determine how much of the house, building or factory the authority ought to be required to take.

**13.** If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

**14.—(1)** If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the undertaker withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

**6.** The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

is so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

**7.** Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act is modified correspondingly.

**8.** Section 20 of the 1965 Act (protection for interests of tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

**9.** Section 22 of the 1965 Act (protection of acquiring authority's possession where by inadvertence an estate, right or interest has not been got in) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

## SCHEDULE 8

Article 26

### Land of which temporary possession may be taken

#### PART 1

##### Scenario 2

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
District of North Norfolk	01/01, 01/19, 01/02, 01/03, 01/05, 01/17, 01/18, 01/20, 01/04, 01/06, 01/07, 01/08, 01/09, 01/10, 02/01, 02/02 and 02/03	Facilitating construction and carrying out the authorised project; construction compounds for carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4A, 4B, 4C and 5
District of North Norfolk	01/11, 01/12, 01/13, 02/04, 02/05, 02/09, 02/11, 02/12, 02/13, 02/14, 02/16, 02/18, 02/19, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/06, 03/07, 03/08, 03/09, 03/10, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/09, 04/10, 04/11, 04/12, 05/01, 05/03, 05/04, 05/06, 05/07, 05/08, 05/10, 06/01, 06/02, 06/03, 06/04, 06/05, 06/10, 06/14, 07/01, 07/03, 07/04, 07/06, 07/09, 07/10, 08/02, 08/05, 08/08, 08/10, 08/13, 08/15, 08/17, 08/19, 08/20, 08/21, 08/23, 09/03, 09/07, 09/08, 09/11, 09/12, 09/15, 09/16, 10/01, 10/02, 10/04, 10/05, 10/11, 10/14, 10/15, 10/16, 10/17, 11/01, 11/03, 11/05, 11/06, 11/09, 11/10, 11/12, 11/13, 11/14, 12/02, 12/03, 12/04, 12/05, 12/06, 12/10, 13/02, 13/05, 13/08, 13/09, 13/10, 13/11, 13/13, 14/02, 14/03, 14/04 and 14/05	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work No. 4A, 4B, 4C and 5

District of North Norfolk	01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01 and 14/06	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 4A, 4B, 4C, 5 and 6
Districts of North Norfolk and Broadland	14/07	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
District of Broadland	14/09, 14/12, 14/15, 14/18, 14/20, 14/26, 14/27, 15/02, 15/03, 15/04, 15/05, 15/07, 15/11, 15/13, 15/15, 16/03, 16/05, 16/08, 16/09, 16/10, 16/12, 16/13, 17/01, 17/02, 17/03, 17/04, 17/05, 17/07, 18/01, 18/02, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/05, 19/07, 20/01, 20/02, 20/03, 20/06, 20/07, 20/09, 20/10, 20/17, 20/19, 20/20, 21/01, 21/03, 21/08, 22/01, 22/03, 22/04, 22/05, 22/06, 22/07, 22/12, 22/13, 22/14, 22/15, 23/01, 23/03, 23/05, 23/06, 23/07, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/05, 24/08, 24/10, 24/11, 24/16, 24/19, 25/02, 25/04, 25/06, 25/07 and 26/01	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work No. 6
District of Broadland	14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12,	Laying of hardstanding and improvements to tracks; access for carrying out the	Work Nos. 5, 6 and 7

	15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02 and 26/04	authorised project.	
Districts of Broadland and Breckland	26/03	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 6 and 7.
District of Breckland	26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 38/12, 39/04, 39/05, 39/06, 39/07, 39/15, 39/16, 40/02, 40/03, 41/05, 41/08, 41/08, 41/08, 41/10, 41/11, 41/13, 41/14b and 41/16	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 6, 7
District of Breckland	26/07, 26/09, 26/12, 26/14, 26/15, 27/01,	Facilitating construction and carrying out the authorised	Work Nos. 7, 8A, 8B, 9, 12A

	27/05, 27/07, 27/08, 27/09, 27/10, 27/11, 27/14, 27/15, 27/16, 28/01, 28/02, 28/03, 28/08, 29/02, 29/08, 29/11, 29/13, 30/01, 30/07, 30/08, 30/09, 30/12, 31/01, 31/06, 31/07, 31/08, 31/09, 31/11, 31/12, 31/13, 32/01, 32/04, 32/05, 32/07, 32/08, 32/10, 32/11, 33/01, 33/06, 33/08, 33/11, 33/14, 33/15, 33/16, 34/01, 34/05, 34/06, 34/07, 35/01, 35/03, 35/04, 35/05, 35/06, 35/07, 35/09, 35/13, 35/15, 35/16, 36/01, 36/03, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/01, 37/02, 37/07, 37/08, 37/09, 37/11, 37/16, 37/17, 37/18, 37/19, 37/20, 37/21, 37/22, 38/01, 38/04, 38/07, 38/09, 38/11, 39/01, 39/02, 39/03, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/12b, 40/13a, 40/14, 40/19, 40/22a, 40/24a, 40/24c, 40/24d, 40/25, 40/29, 40/30, 41/03a, 41/03c, 41/06a, 41/06b, 41/22, 41/25a and 42/01	project; carrying out the authorised project; access for carrying out the authorised project.	
District of Breckland	40/13, 40/15, 40/15b, 40/15d, 40/20a, 41/07, 41/09, 41/14, 41/15, 41/17, 41/18, 41/26c, 41/26f, 42/02 and 42/03	Construction compound and carrying out the authorised project; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project. Facilitating construction and carrying out the authorised project; worksites for construction and laydown and carrying out the authorised project; park and ride offload area for substation construction; access for carrying out the authorised project.	Work Nos. 8A, 8B, 9, 10A, 10B, 10C, 11, 12A

## PART 2

### Scenario 2

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
District of North Norfolk	01/01, 01/02, 01/03, 01/04, 01/05, 01/06, 01/07, 01/08, 01/09, 01/10, 01/11, 01/12, 01/13, 01/17, 01/18, 01/19, 01/20, 02/01, 02/02 and 02/03	Facilitating construction and carrying out the authorised project; construction compounds for carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4B, 4C and 5
District of North Norfolk	02/04, 02/05, 02/09, 02/11, 02/12, 02/13, 02/14, 02/16, 02/18, 02/19, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/06, 03/07, 03/08, 03/09, 03/10, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/09, 04/10, 04/11, 04/12, 05/01, 05/03, 05/04, 05/06, 05/07, 05/08, 05/10, 06/01, 06/02, 06/03, 06/04, 06/05, 06/10, 06/14, 07/01, 07/03, 07/04, 07/06, 07/09, 07/10, 08/02, 08/05, 08/08, 08/10, 08/13, 08/15, 08/17, 08/19, 08/20, 08/21, 08/23, 09/03, 09/07, 09/08, 09/11, 09/12, 09/15, 09/16, 10/01, 10/02, 10/04, 10/05, 10/11, 10/14, 10/15, 10/16, 10/17, 11/01, 11/03, 11/05, 11/06, 11/09, 11/10, 11/12, 11/13, 11/14, 12/02, 12/03, 12/04, 12/05, 12/06, 12/10, 13/02, 13/05, 13/08, 13/09, 13/10, 13/11, 13/13, 14/02, 14/03, 14/04 and 14/05	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work No. 4A, 4B, 4C and 5
District of North Norfolk	01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05,	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 4B, 4C, 5 and 6

	07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01 and 14/06		
District of North Norfolk	04/06, 04/07, 06/07, 06/12, 07/11, 08/01, 08/07, 08/09, 08/11, 08/14, 08/16, 08/18, 08/22, 08/24, 09/01, 09/02, 09/04, 09/05, 10/03, 10/06, 10/10, 10/12, 10/13, 12/08, 12/11, 13/03, 14/08, 14/10, 14/14, 14/21, 14/23, 14/25, 14/28, 15/01, 15/06, 15/09, 18/03, 18/15, 18/16, 20/21, 21/02, 21/06, 21/10, 21/11, 21/17, 23/04, 23/10, 23/12, 24/09, 24/12, 27/03, 27/12, 28/06, 28/07, 28/09, 28/10, 29/01, 29/03, 29/04, 29/06, 31/10, 33/05, 33/07, 33/09, 33/10, 33/13, 33/17, 34/02, 34/12, 35/02, 35/08, 35/10, 35/14, 36/19, 37/03, 37/04, 37/06, 37/10, 0137/12 and 37/15	Facilitating construction and carrying out works including crossings and drill works; mobilisation zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4C and 5
Districts of North Norfolk and Broadland	14/07	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
Districts of North Norfolk and Broadland	14/08	Facilitating construction and carrying out the authorised project; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
District of Broadland	14/07, 14/09, 14/12, 14/15, 14/18, 14/20, 14/26, 14/27, 15/02, 15/03, 15/04, 15/05, 15/07, 15/11, 15/13,	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised	Work No. 6

	15/15, 16/03, 16/05, 16/08, 16/09, 16/10, 16/12, 16/13, 17/01, 17/02, 17/03, 17/04, 17/05, 17/07, 18/01, 18/02, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/05, 19/07, 20/01, 20/02, 20/03, 20/06, 20/07, 20/09, 20/10, 20/17, 20/19, 20/20, 21/01, 21/03, 21/08, 22/01, 22/03, 22/04, 22/05, 22/06, 22/07, 22/12, 22/13, 22/14, 22/15, 23/01, 23/03, 23/05, 23/06, 23/07, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/05, 24/08, 24/10, 24/11, 24/16, 24/19, 25/02, 25/04, 25/06, 25/07 and 26/01	project.	
District of Broadland	14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02 and 26/04	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 5, 6 and 7
Districts of Broadland and Breckland	26/03	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 6 and 7.
District of Breckland	26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05,	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 6, 7

	29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 38/12, 39/04, 39/05, 39/06, 39/07, 39/15, 39/16, 40/02, 40/03, 41/08, 41/10, 41/11, 41/13, 41/16 and 41/22		
District of Breckland	26/07, 26/09, 26/12, 26/14, 26/15, 27/01, 27/05, 27/07, 27/08, 27/09, 27/10, 27/11, 27/14, 27/15, 27/16, 28/01, 28/02, 28/03, 28/08, 29/02, 29/08, 29/11, 29/13, 30/01, 30/07, 30/08, 30/09, 30/12, 31/01, 31/06, 31/07, 31/08, 31/09, 31/11, 31/12, 31/13, 32/01, 32/04, 32/05, 32/07, 32/08, 32/10, 32/11, 33/01, 33/06, 33/08, 33/08, 33/11, 33/14, 33/15, 33/16, 34/01, 34/05, 34/06, 34/07, 35/01, 35/03, 35/04, 35/05, 35/06, 35/07, 35/09, 35/13, 35/15, 35/16, 36/01, 36/03, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/01, 37/02, 37/07, 37/08, 37/09, 37/11, 37/16, 37/17, 37/18, 37/19, 37/20, 37/21, 37/22, 38/01, 38/04, 38/07, 38/09, 38/11, 39/01, 39/02, 39/03, 39/09, 39/10, 39/12 and 39/13	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7

District of Breckland	40/01, 40/04, 40/11, 40/12, 40/14, 41/03a, 40/15a, 40/23, 40/26, 40/27, 40/31, 40/33a, 41/01a, 41/03, 41/03b, 41/14a, 41/14c, 41/28, 41/30b, 41/30c, 41/30d, 41/33, 41/40, 40/15b, 41/14, 41/15, 41/05, 41/14b, 41/23, 41/23a, 41/24 and 41/25	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7, 8A, 8B, 9, 10A, 10B, 10C, 11AE, 11A(W), 12B
District of Breckland	40/31a, 40/15d, 40/20a, 40/17a, 40/20, 40/26a, 40/27a, 40/28, 40/31a, 40/32, 40/33 and 40/33b	Facilitating construction and carrying out Work Nos. 7, 8A, 8B, 8B, 9 and 12B, construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7, 8A, 8B, 9, 10A, 10B, 10C, 11AE, 11A(W), 12B
District of Breckland	41/01, 41/01b, 41/07, 41/09, 41/17, 41/18, 41/12, 41/27, 41/30, 41/30e, 41/30f, 41/39, 41/40a, 41/41, 41/42, 41/43, 41/44, 41/45, 41/46, 41/47 and 41/48	Facilitating construction and carrying out Work Nos. 10C, 11A(W), 11A(E), 11B, construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 10C, 11A(W), 11A(E), 11B
District of Breckland	42/02, 42/03, 42/04, 42/05 and 42/06	Facilitating construction and carrying out Work Nos. 10C and 12B, construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 10C and 12B

## SCHEDULE 9

Article 32

### Deemed Licence under the 2009 Act – Generation Assets (Licence 1 – Phase 1)

#### PART 1

##### Interpretation

**1.—(1)** In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017(a);

“the 2008 Act” means the Planning Act 2008;

(a) S.I. 2017/1013

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011(a);

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters ;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 1 described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“draught height” means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

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(a) S.I. 2011/934

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 2 (generation)” means the licence set out in Schedule 10 (deemed licence under the 2009 Act – generation assets (licence 2 – phase 2));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable, and any component part of any wind turbine generator, offshore electrical substation, offshore service platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“marker buoy” means any floating device used for marker or navigation purposes, including LIDAR buoys and wave buoys;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Norfolk Vanguard DCO;

“Norfolk Vanguard DCO” means the Norfolk Vanguard Offshore Wind Farm Development Consent Order made pursuant to an application submitted to the Secretary of State on 26th June 2018;

“Norfolk Vanguard East” means the eastern offshore wind site of the Norfolk Vanguard Offshore Wind Farm;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 202X;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site and a European site;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works under the Norfolk Vanguard DCO, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“tetrabase foundation” means a tripod shaped steel frame anchored under its own weight or through pin pile or suction bucket anchoring and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at First Floor, 1 Tudor Street, London, EC4Y 0AH;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation;

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

2. A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

3. Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

4. Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;

(g) Natural England  
Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;

(h) Historic England  
Cannon Bridge House  
25 Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

2. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within **article 6** (benefit of the Order).

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must demonstrate that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;

- (e) plastic and synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

**6. The grid coordinates for the authorised scheme are specified below—**

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 14' 28.789" N	3° 3' 31.257" E	117	52° 48' 9.945" N	2° 51' 14.086" E
2	52° 56' 14.962" N	3° 8' 41.012" E	118	52° 47' 34.455" N	2° 46' 27.112" E
3	52° 52' 14.268" N	2° 45' 34.286" E	119	52° 47' 27.872" N	2° 45' 34.071" E
4	53° 3' 46.017" N	2° 45' 35.676" E	120	52° 51' 41.636" N	2° 45' 34.220" E
5	53° 8' 27.770" N	2° 48' 38.429" E	121	52° 51' 50.970" N	2° 46' 27.714" E
6	53° 13' 52.532" N	3° 2' 3.556" E	122	52° 52' 49.498" N	2° 52' 4.152" E
7	53° 13' 53.967" N	3° 2' 7.131" E	123	52° 53' 4.385" N	2° 51' 57.093" E
8	53° 13' 59.710" N	3° 2' 21.440" E	124	52° 53' 19.948" N	2° 51' 49.713" E
9	53° 14' 8.462" N	3° 2' 43.249" E	125	52° 52' 14.268" N	2° 45' 34.286" E
10	53° 14' 21.060" N	3° 3' 12.673" E	126	53° 3' 46.017" N	2° 45' 35.676" E
11	53° 10' 30.403" N	2° 59' 5.331" E	127	53° 8' 27.770" N	2° 48' 38.429" E
12	53° 10' 30.387" N	2° 59' 6.176" E	128	53° 13' 52.532" N	3° 2' 3.556" E
13	53° 10' 30.403" N	2° 59' 7.022" E	129	53° 13' 53.967" N	3° 2' 7.131" E
14	53° 10' 30.451" N	2° 59' 7.863" E	130	53° 13' 59.710" N	3° 2' 21.440" E
15	53° 10' 30.531" N	2° 59' 8.699" E	131	53° 14' 8.462" N	3° 2' 43.249" E
16	53° 10' 30.641" N	2° 59' 9.524" E	132	53° 14' 21.060" N	3° 3' 12.673" E
17	53° 10' 30.783" N	2° 59' 10.336" E	133	53° 10' 30.403" N	2° 59' 5.331" E
18	53° 10' 30.955" N	2° 59' 11.131" E	134	53° 10' 30.387" N	2° 59' 6.176" E
19	53° 10' 31.157" N	2° 59' 11.907" E	135	53° 10' 30.403" N	2° 59' 7.022" E
20	53° 10' 31.388" N	2° 59' 12.661" E	136	53° 10' 30.451" N	2° 59' 7.863" E
21	53° 10' 31.646" N	2° 59' 13.389" E	137	53° 10' 30.531" N	2° 59' 8.699" E
22	53° 10'	2° 59'	138	53° 10'	2° 59' 9.524"

	31.932" N	14.088" E		30.641" N	E
	53° 10'	2° 59'		53° 10'	2° 59'
23	32.243" N	14.756" E	139	30.783" N	10.336" E
	53° 10'	2° 59'		53° 10'	2° 59'
24	32.579" N	15.390" E	140	30.955" N	11.131" E
	53° 10'	2° 59'		53° 10'	2° 59'
25	32.938" N	15.988" E	141	31.157" N	11.907" E
	53° 10'	2° 59'		53° 10'	2° 59'
26	33.319" N	16.548" E	142	31.388" N	12.661" E
	53° 10'	2° 59'		53° 10'	2° 59'
27	33.721" N	17.066" E	143	31.646" N	13.389" E
	53° 10'	2° 59'		53° 10'	2° 59'
28	34.141" N	17.541" E	144	31.932" N	14.088" E
	53° 10'	2° 59'		53° 10'	2° 59'
29	34.578" N	17.972" E	145	32.243" N	14.756" E
	53° 10'	2° 59'		53° 10'	2° 59'
30	35.031" N	18.356" E	146	32.579" N	15.390" E
	53° 10'	2° 59'		53° 10'	2° 59'
31	35.497" N	18.692" E	147	32.938" N	15.988" E
	53° 10'	2° 59'		53° 10'	2° 59'
32	35.975" N	18.978" E	148	33.319" N	16.548" E
	53° 10'	2° 59'		53° 10'	2° 59'
33	36.463" N	19.214" E	149	33.721" N	17.066" E
	53° 10'	2° 59'		53° 10'	2° 59'
34	36.959" N	19.398" E	150	34.141" N	17.541" E
	53° 10'	2° 59'		53° 10'	2° 59'
35	37.461" N	19.531" E	151	34.578" N	17.972" E
	53° 10'	2° 59'		53° 10'	2° 59'
36	37.966" N	19.610" E	152	35.031" N	18.356" E
	53° 10'	2° 59'		53° 10'	2° 59'
37	38.474" N	19.637" E	153	35.497" N	18.692" E
	53° 10'	2° 59'		53° 10'	2° 59'
38	38.982" N	19.610" E	154	35.975" N	18.978" E
	53° 10'	2° 59'		53° 10'	2° 59'
39	39.488" N	19.531" E	155	36.463" N	19.214" E
	53° 10'	2° 59'		53° 10'	2° 59'
40	39.990" N	19.399" E	156	36.959" N	19.398" E
	53° 10'	2° 59'		53° 10'	2° 59'
41	40.485" N	19.214" E	157	37.461" N	19.531" E
	53° 10'	2° 59'		53° 10'	2° 59'
42	40.973" N	18.978" E	158	37.966" N	19.610" E
	53° 10'	2° 59'		53° 10'	2° 59'
43	41.451" N	18.692" E	159	38.474" N	19.637" E
	53° 10'	2° 59'		53° 10'	2° 59'
44	41.918" N	18.356" E	160	38.982" N	19.610" E
	53° 10'	2° 59'		53° 10'	2° 59'
45	42.370" N	17.972" E	161	39.488" N	19.531" E
	53° 10'	2° 59'		53° 10'	2° 59'
46	42.807" N	17.542" E	162	39.990" N	19.399" E
	53° 10'	2° 59'		53° 10'	2° 59'
47	43.228" N	17.067" E	163	40.485" N	19.214" E
	53° 10'	2° 59'		53° 10'	2° 59'
48			164		

	43.629" N	16.548" E		40.973" N	18.978" E
	53° 10'	2° 59'		53° 10'	2° 59'
49	44.010" N	15.989" E	165	41.451" N	18.692" E
	53° 10'	2° 59'		53° 10'	2° 59'
50	44.369" N	15.391" E	166	41.918" N	18.356" E
	53° 10'	2° 59'		53° 10'	2° 59'
51	44.705" N	14.757" E	167	42.370" N	17.972" E
	53° 10'	2° 59'		53° 10'	2° 59'
52	45.017" N	14.089" E	168	42.807" N	17.542" E
	53° 10'	2° 59'		53° 10'	2° 59'
53	45.302" N	13.389" E	169	43.228" N	17.067" E
	53° 10'	2° 59'		53° 10'	2° 59'
54	45.561" N	12.661" E	170	43.629" N	16.548" E
	53° 10'	2° 59'		53° 10'	2° 59'
55	45.792" N	11.908" E	171	44.010" N	15.989" E
	53° 10'	2° 59'		53° 10'	2° 59'
56	45.993" N	11.132" E	172	44.369" N	15.391" E
	53° 10'	2° 59'		53° 10'	2° 59'
57	46.166" N	10.336" E	173	44.705" N	14.757" E
	53° 10'	2° 59' 9.524"		53° 10'	2° 59'
58	46.307" N	E	174	45.017" N	14.089" E
	53° 10'	2° 59' 8.699"		53° 10'	2° 59'
59	46.418" N	E	175	45.302" N	13.389" E
	53° 10'	2° 59' 7.864"		53° 10'	2° 59'
60	46.498" N	E	176	45.561" N	12.661" E
	53° 10'	2° 59' 7.022"		53° 10'	2° 59'
61	46.545" N	E	177	45.792" N	11.908" E
	53° 10'	2° 59' 6.176"		53° 10'	2° 59'
62	46.561" N	E	178	45.993" N	11.132" E
	53° 10'	2° 59' 5.331"		53° 10'	2° 59'
63	46.545" N	E	179	46.166" N	10.336" E
	53° 10'	2° 59' 4.489"		53° 10'	2° 59' 9.524"
64	46.498" N	E	180	46.307" N	E
	53° 10'	2° 59' 3.654"		53° 10'	2° 59' 8.699"
65	46.418" N	E	181	46.418" N	E
	53° 10'	2° 59' 2.829"		53° 10'	2° 59' 7.864"
66	46.307" N	E	182	46.498" N	E
	53° 10'	2° 59' 2.017"		53° 10'	2° 59' 7.022"
67	46.166" N	E	183	46.545" N	E
	53° 10'	2° 59' 1.221"		53° 10'	2° 59' 6.176"
68	45.993" N	E	184	46.561" N	E
	53° 10'	2° 59' 0.445"		53° 10'	2° 59' 5.331"
69	45.792" N	E	185	46.545" N	E
	53° 10'	2° 58'		53° 10'	2° 59' 4.489"
70	45.561" N	59.691" E	186	46.498" N	E
	53° 10'	2° 58'		53° 10'	2° 59' 3.654"
71	45.302" N	58.964" E	187	46.418" N	E
	53° 10'	2° 58'		53° 10'	2° 59' 2.829"
72	45.017" N	58.264" E	188	46.307" N	E
	53° 10'	2° 58'		53° 10'	2° 59' 2.017"
73	44.705" N	57.596" E	189	46.166" N	E
	53° 10'	2° 58'		53° 10'	2° 59' 1.221"
74			190		

	44.369" N	56.962" E		45.993" N	E
75	53° 10'	2° 58'	191	53° 10'	2° 59' 0.445"
	44.010" N	56.364" E		45.792" N	E
76	53° 10'	2° 58'	192	53° 10'	2° 58'
	43.629" N	55.804" E		45.561" N	59.691" E
77	53° 10'	2° 58'	193	53° 10'	2° 58'
	43.228" N	55.286" E		45.302" N	58.964" E
78	53° 10'	2° 58'	194	53° 10'	2° 58'
	42.807" N	54.811" E		45.017" N	58.264" E
79	53° 10'	2° 58'	195	53° 10'	2° 58'
	42.370" N	54.380" E		44.705" N	57.596" E
80	53° 10'	2° 58'	196	53° 10'	2° 58'
	41.918" N	53.997" E		44.369" N	56.962" E
81	53° 10'	2° 58'	197	53° 10'	2° 58'
	41.451" N	53.661" E		44.010" N	56.364" E
82	53° 10'	2° 58'	198	53° 10'	2° 58'
	40.973" N	53.374" E		43.629" N	55.804" E
83	53° 10'	2° 58'	199	53° 10'	2° 58'
	40.485" N	53.139" E		43.228" N	55.286" E
84	53° 10'	2° 58'	200	53° 10'	2° 58'
	39.990" N	52.954" E		42.807" N	54.811" E
85	53° 10'	2° 58'	201	53° 10'	2° 58'
	39.488" N	52.822" E		42.370" N	54.380" E
86	53° 10'	2° 58'	202	53° 10'	2° 58'
	38.982" N	52.742" E		41.918" N	53.997" E
87	53° 10'	2° 58'	203	53° 10'	2° 58'
	38.474" N	52.716" E		41.451" N	53.661" E
88	53° 10'	2° 58'	204	53° 10'	2° 58'
	37.966" N	52.742" E		40.973" N	53.374" E
89	53° 10'	2° 58'	205	53° 10'	2° 58'
	37.461" N	52.822" E		40.485" N	53.139" E
90	53° 10'	2° 58'	206	53° 10'	2° 58'
	36.959" N	52.954" E		39.990" N	52.954" E
91	53° 10'	2° 58'	207	53° 10'	2° 58'
	36.463" N	53.139" E		39.488" N	52.822" E
92	53° 10'	2° 58'	208	53° 10'	2° 58'
	35.975" N	53.375" E		38.982" N	52.742" E
93	53° 10'	2° 58'	209	53° 10'	2° 58'
	35.497" N	53.661" E		38.474" N	52.716" E
94	53° 10'	2° 58'	210	53° 10'	2° 58'
	35.031" N	53.997" E		37.966" N	52.742" E
95	53° 10'	2° 58'	211	53° 10'	2° 58'
	34.578" N	54.381" E		37.461" N	52.822" E
96	53° 10'	2° 58'	212	53° 10'	2° 58'
	34.141" N	54.812" E		36.959" N	52.954" E
97	53° 10'	2° 58'	213	53° 10'	2° 58'
	33.721" N	55.287" E		36.463" N	53.139" E
98	53° 10'	2° 58'	214	53° 10'	2° 58'
	33.319" N	55.805" E		35.975" N	53.375" E
99	53° 10'	2° 58'	215	53° 10'	2° 58'
	32.938" N	56.364" E		35.497" N	53.661" E
100	53° 10'	2° 58'	216	53° 10'	2° 58'

	32.579" N	56.962" E		35.031" N	53.997" E
101	53° 10'	2° 58'	217	53° 10'	2° 58'
	32.243" N	57.597" E		34.578" N	54.381" E
102	53° 10'	2° 58'	218	53° 10'	2° 58'
	31.932" N	58.265" E		34.141" N	54.812" E
103	53° 10'	2° 58'	219	53° 10'	2° 58'
	31.646" N	58.964" E		33.721" N	55.287" E
104	53° 10'	2° 58'	220	53° 10'	2° 58'
	31.388" N	59.692" E		33.319" N	55.805" E
105	53° 10'	2° 59' 0.445"	221	53° 10'	2° 58'
	31.157" N	E		32.938" N	56.364" E
106	53° 10'	2° 59' 1.221"	222	53° 10'	2° 58'
	30.955" N	E		32.579" N	56.962" E
107	53° 10'	2° 59' 2.017"	223	53° 10'	2° 58'
	30.783" N	E		32.243" N	57.597" E
108	53° 10'	2° 59' 2.829"	224	53° 10'	2° 58'
	30.641" N	E		31.932" N	58.265" E
109	53° 10'	2° 59' 3.654"	225	53° 10'	2° 58'
	30.531" N	E		31.646" N	58.964" E
110	53° 10'	2° 59' 4.489"	226	53° 10'	2° 58'
	30.451" N	E		31.388" N	59.692" E
111	53° 14'	3° 3' 31.257"	227	53° 10'	2° 59' 0.445"
	28.789" N	E		31.157" N	E
112	52° 56'	3° 8' 41.012"	228	53° 10'	2° 59' 1.221"
	14.962" N	E		30.955" N	E
113	52° 54'	2° 58'	229	53° 10'	2° 59' 2.017"
	27.033" N	15.457" E		30.783" N	E
114	52° 54'	2° 58'	230	53° 10'	2° 59' 2.829"
	11.424" N	22.820" E		30.641" N	E
115	52° 53'	2° 58'	231	53° 10'	2° 59' 3.654"
	56.239" N	29.982" E		30.531" N	E
116	52° 49'	2° 56'	232	53° 10'	2° 59' 4.489"
	50.103" N	54.167" E		30.451" N	E

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 37,817,212 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references [XX] and [XX] within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 36,000,000 m<sup>3</sup> for cable and fibre optic cable installation;

- (ii) 1,767,146 m<sup>3</sup> for the wind turbine generators;
- (iii) 37,500 m<sup>3</sup> for the offshore service platform; and
- (iv) 12,566 m<sup>3</sup> for the meteorological masts; and
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to a total of 399,776 m<sup>3</sup>

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of (in the event of scenario 1 and scenario 2 unless otherwise stated below)—

Work No. 1 (phase 1) in the event of scenario 1 and scenario 2—

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 180 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), gravity base or tetrabase fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to one offshore service platform fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings.

In the event of scenario 1—

- (f) a network of subsea cables and fibre optic cables connecting wind turbine generators within (a) above to an offshore electrical platform within Norfolk Vanguard East including one or more offshore cable crossings.

(2) In connection with such Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including:

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of up to a total of 37,817,212m<sup>3</sup> of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
- (d) removal of static fishing equipment;

(3) In connection with such Work No. 1, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### Design parameters

1.—(1) Subject to paragraph (2), each wind turbine generator forming part of the authorised scheme must not—

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;
- (d) be less than 760 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 760 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind);
- (e) have a draught height of less than 22 metres from MHWS.

(2) References to the location of a wind turbine generator in paragraph (1) above are references to the centre point of that turbine.

2.—(1) The dimensions of any offshore service platform forming part of the authorised scheme must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

- (2) Each meteorological mast must not exceed a height of 200 metres above HAT.
- (3) Each meteorological mast must not have more than one supporting foundation.

3. The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 1(e) and (f) (array)	600 kilometres	204,000 m <sup>3</sup>	400,000 m <sup>2</sup>

4.—(1) In relation to a wind turbine generator, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963m<sup>2</sup>.

5.—(1) In relation to a meteorological mast, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 10 metres;
- (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

6.—(1) In relation to an offshore service platform, each foundation using piles must not have—

- (a) more than six driven piles;
- (b) a pile diameter which is more than three metres.

(2) In relation to an offshore service platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

7.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 78.5 m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

### **Phasing of the authorised scheme and scenarios**

8.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 2 (generation)—

- (a) the total electrical export capacity of the authorised scheme must not exceed 1,800MW at the point of connection to the offshore electrical platform(s);
- (b) the total number of wind turbine generators forming part of the authorised scheme must not exceed 180;
- (c) the total number of offshore service platforms forming part of the authorised scheme must not exceed one;
- (d) the total number of meteorological masts forming part of the authorised scheme must not exceed two;
- (e) the total number of LIDAR measurement buoys forming part of the authorised scheme must not exceed two;
- (f) the total number of wave measurement buoys forming part of the authorised scheme must not exceed two;
- (g) the total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 27,269,513 m<sup>3</sup> and 5,453,903m<sup>2</sup> and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan;
- (h) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 37,817,212m<sup>3</sup>;
- (i) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 399,776 m<sup>3</sup>; and
- (j) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 3 of this licence.

(2) Prior to commencement of the authorised scheme the undertaker must give notice to the MMO detailing:

- (a) whether the authorised scheme will be —
  - (i) commenced under scenario 1 or scenario 2; and
  - (ii) constructed in a single offshore phase under this licence or in two offshore phases under this licence and licence 2 (generation).

(3) Where the authorised scheme will be constructed in two offshore phases the undertaker must give notice to the MMO detailing —

- (a) prior to the commencement of phase 1, the total number of wind turbine generators offshore service platform, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase; and
- (b) prior to the commencement of phase 2, the total number of wind turbine generators offshore service platform, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase.

### **Notifications and inspections**

9.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17;
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and

supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following the receipt by the undertaker of the final survey report from the periodic burial survey, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within three days.

### **Aids to navigation**

**10.**—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 14(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 9(11) and condition 9(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of structures**

**11.**—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

## **Chemicals, drilling and debris**

12.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references [XX] and [XX] within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

## **Force majeure**

13.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

## **Pre-construction plans and documentation**

14.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
- (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, offshore service platform and meteorological masts;
  - (ii) the height to the tip of the vertical blade of all wind turbine generators;
  - (iii) the height to the centreline of the generator shaft forming part of the hub of all wind turbine generators;
  - (iv) the rotor diameter and spacing of all wind turbine generators;
  - (v) the height of all lattice towers forming part of all meteorological masts;
  - (vi) the height, length and width of all offshore service platform;
  - (vii) the dimensions of all foundations;
  - (viii) the length and arrangement of all cables (including fibre optic cables) comprising Work No. 1(e);
  - (ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 and its annexes), offshore service platform and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (x) a plan showing the indicative layout of all wind turbine generators, offshore service platform and meteorological masts including all exclusion zones (insofar as not shown in (ix) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv);
  - (xi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i); and
  - (xii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, offshore electrical platform, substation and meteorological mast.
- to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to 8 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
- (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 17, 18, 19 and 20; and
  - (iv) an indicative written construction programme for all wind turbine generators offshore service platform, meteorological masts, measurement buoys and cables (including fibre optic cables) comprised in the works in Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring;
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
  - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works, and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) cable (including fibre optic cable) installation;
  - (iv) contractors;
  - (v) vessels, vessels maintenance and vessel transit corridors; and
  - (vi) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
  - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures to be adopted within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
  - (i) technical specification of offshore cables (including fibre optic cables) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cables) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
  - (iii) proposals for monitoring offshore cables (including fibre optic cables) including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of

investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 18(2)(a) and in accordance with the offshore in principle monitoring plan.
  - (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
  - (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 10 for the lifetime of the authorised scheme.
  - (l) An ornithological monitoring plan setting out the aims, objectives and methods for ornithological monitoring as agreed in consultation with the MMO and relevant statutory nature conservation bodies and in accordance with the offshore in principle monitoring plan.
  - (m) In the event that piled foundations are proposed to be used, the licensed activities, or any phase of those activities must not commence until a Site Integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO is satisfied that the plan, provides such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

- (a) 5,000kJ in respect of monopile foundations; and
- (b) 2,700kJ in respect of pin piles.

15.—(1) Any archaeological reports produced in accordance with condition 14(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 14(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14 or approval has been given following an appeal in accordance with sub-paragraph (6).

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 14 as soon as practicable and in any event, within a period of four months commencing on the date the application is received by the MMO

(6) Where the MMO fails to determine an application for approval under condition 14 within the period referred to in sub-paragraph (5) or refuses the application for approval, the undertaker may appeal to the Secretary of State in accordance with the procedure in Part 5 of this licence.

(7) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 14 or approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.

(8) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

### **Post-construction plans and documents**

16. The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

### **Reporting of engaged agents, contractors and vessels**

17.—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

### **Pre-construction monitoring and surveys**

18.—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
  - (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—
- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
  - (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works; and
  - (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l).
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

### **Construction monitoring**

19.—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(5) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

## **Post construction**

**20.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); and
- (d) post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables (including fibre optic cables), the cable monitoring plan required under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

## **Reporting of impact pile driving**

**21.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

### **Reporting of scour and cable protection**

**22.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

## **PART 5**

### **Procedure for appeals**

**1.** Where the MMO refuses an application for approval under condition 14 and notifies the undertaker accordingly, or fails to determine the application for approval in accordance with condition 15 the undertaker may by notice appeal against such a refusal or non-determination and the 2011 Regulations apply subject to the modifications set out in paragraph 2 below.

**2.** The 2011 Regulations are modified so as to read for the purposes of this Order only as follows—

- (a) In regulation 6(1) (time limit for the notice of appeal) for the words “6 months” there is substituted the words “4 months”.
- (b) For regulation 4(1) (appeal against marine licensing decisions) substitute—

“A person who has applied for approval under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12, or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ] may by notice appeal against a decision to refuse such an application or a failure to determine such an application.”
- (c) For regulation 7(2)(a) (contents of the notice of appeal) substitute—

“a copy of the decision to which the appeal relates or, in the case of non-determination, the date by which the application should have been determined; and  
”
- (d) In regulation 8(1) (decision as to appeal procedure and start date) for the words “as soon as practicable after” there is substituted the words “within the period of 2 weeks beginning on the date of”.
- (e) In regulation 10(3) (representations and further comments) after the words “the Secretary of State must” insert the words “within the period of 1 week”
- (f) In regulation 10(5) (representations and further comments) for the words “as soon as practicable after” there is substituted the words “within the period of 1 week of the end of”.
- (g) In regulation 12(1) (establishing the hearing or inquiry) after the words “(“the relevant date”)” insert the words “which must be within 14 weeks of the start date”.

- (h) For regulation 18(4) substitute— “Subject to paragraphs (1) and (3), each party should bear its own costs of a hearing or inquiry held under these Regulations.”
- (i) For regulation 22(1)(b) and (c) (determining the appeal—general) substitute—
  - “(b) allow the appeal and, if applicable, quash the decision in whole or in part;
    - where the appointed person quashes a decision under sub-paragraph (b) or allows the appeal in the case of non-determination, direct the Authority to approve the application for approval made under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12, or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ].”
- (j) In regulation 22(2) (determining the appeal—general) after the words “in writing of the determination” insert the words “within the period of 12 weeks beginning on the start date where the appeal is to be determined by written representations or within the period of 12 weeks beginning on the day after the close of the hearing or inquiry where the appeal is to be determined by way of hearing or inquiry”.

## SCHEDULE 10

Article 32

### Deemed Licence under the 2009 Act – Generation Assets (Licence 2 – Phase 2)

#### PART 1

##### Interpretation

**1.—(1)** In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017**(a)**;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011**(b)**;

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters ;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 1 described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

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**(a)** S.I. 2017/1013

**(b)** S.I. 2011/934

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“draught height” means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 1 (generation)” means the licence set out in Schedule 9 (deemed licence under the 2009 Act – generation assets (licence 1 – phase 1));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical substation, offshore service platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“marker buoy” means any floating device used for marker or navigation purposes, including LIDAR buoys and wave buoys;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Norfolk Vanguard DCO;

“Norfolk Vanguard DCO” means the Norfolk Vanguard Offshore Wind Farm Development Consent Order made pursuant to an application submitted to the Secretary of State on 26th June 2018;

“Norfolk Vanguard East” means the eastern offshore wind site of the Norfolk Vanguard Offshore Wind Farm;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 202X;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site and a European site;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works under the Norfolk Vanguard DCO, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“tetrabase foundation” means a tripod shaped steel frame anchored under its own weight or through pin pile or suction bucket anchoring and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at First Floor, 1 Tudor Street, London, EC4Y 0AH;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation;

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

2. A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

3. Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

4. Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

- (a) Marine Management Organisation
  - Marine Licensing
  - Lancaster House
  - Hampshire Court
  - Newcastle Business Park
  - Newcastle upon Tyne

NE4 7YH  
Tel: 0300 123 1032;

- (b) Marine Management Organisation (local office)  
Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;
- (c) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;
- (d) The United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;
- (e) Maritime and Coastguard Agency  
Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2426;
- (f) Centre for Environment, Fisheries and Aquaculture Science  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;
- (g) Natural England  
Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;

(h) Historic England  
 Cannon Bridge House  
 25 Dowgate Hill  
 London  
 EC4R 2YA  
 Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

2. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within **article 6** (benefit of the Order).

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must demonstrate that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 14' 28.789" N	3° 3' 31.257" E	117	52° 48' 9.945" N	2° 51' 14.086" E
2	52° 56' 14.962" N	3° 8' 41.012" E	118	52° 47' 34.455" N	2° 46' 27.112" E
3	52° 52' 14.268" N	2° 45' 34.286" E	119	52° 47' 27.872" N	2° 45' 34.071" E
4	53° 3' 46.017" N	2° 45' 35.676" E	120	52° 51' 41.636" N	2° 45' 34.220" E

5	53° 8' 27.770" N	2° 48' 38.429" E	121	52° 51' 50.970" N	2° 46' 27.714" E
6	53° 13' 52.532" N	3° 2' 3.556" E	122	52° 52' 49.498" N	2° 52' 4.152" E
7	53° 13' 53.967" N	3° 2' 7.131" E	123	52° 53' 4.385" N	2° 51' 57.093" E
8	53° 13' 59.710" N	3° 2' 21.440" E	124	52° 53' 19.948" N	2° 51' 49.713" E
9	53° 14' 8.462" N	3° 2' 43.249" E	125	52° 52' 14.268" N	2° 45' 34.286" E
10	53° 14' 21.060" N	3° 3' 12.673" E	126	53° 3' 46.017" N	2° 45' 35.676" E
11	53° 10' 30.403" N	2° 59' 5.331" E	127	53° 8' 27.770" N	2° 48' 38.429" E
12	53° 10' 30.387" N	2° 59' 6.176" E	128	53° 13' 52.532" N	3° 2' 3.556" E
13	53° 10' 30.403" N	2° 59' 7.022" E	129	53° 13' 53.967" N	3° 2' 7.131" E
14	53° 10' 30.451" N	2° 59' 7.863" E	130	53° 13' 59.710" N	3° 2' 21.440" E
15	53° 10' 30.531" N	2° 59' 8.699" E	131	53° 14' 8.462" N	3° 2' 43.249" E
16	53° 10' 30.641" N	2° 59' 9.524" E	132	53° 14' 21.060" N	3° 3' 12.673" E
17	53° 10' 30.783" N	2° 59' 10.336" E	133	53° 10' 30.403" N	2° 59' 5.331" E
18	53° 10' 30.955" N	2° 59' 11.131" E	134	53° 10' 30.387" N	2° 59' 6.176" E
19	53° 10' 31.157" N	2° 59' 11.907" E	135	53° 10' 30.403" N	2° 59' 7.022" E
20	53° 10' 31.388" N	2° 59' 12.661" E	136	53° 10' 30.451" N	2° 59' 7.863" E
21	53° 10' 31.646" N	2° 59' 13.389" E	137	53° 10' 30.531" N	2° 59' 8.699" E
22	53° 10' 31.932" N	2° 59' 14.088" E	138	53° 10' 30.641" N	2° 59' 9.524" E
23	53° 10' 32.243" N	2° 59' 14.756" E	139	53° 10' 30.783" N	2° 59' 10.336" E
24	53° 10' 32.579" N	2° 59' 15.390" E	140	53° 10' 30.955" N	2° 59' 11.131" E
25	53° 10' 32.938" N	2° 59' 15.988" E	141	53° 10' 31.157" N	2° 59' 11.907" E
26	53° 10' 33.319" N	2° 59' 16.548" E	142	53° 10' 31.388" N	2° 59' 12.661" E
27	53° 10' 33.721" N	2° 59' 17.066" E	143	53° 10' 31.646" N	2° 59' 13.389" E
28	53° 10' 34.141" N	2° 59' 17.541" E	144	53° 10' 31.932" N	2° 59' 14.088" E
29	53° 10' 34.578" N	2° 59' 17.972" E	145	53° 10' 32.243" N	2° 59' 14.756" E
30	53° 10' 35.031" N	2° 59' 18.356" E	146	53° 10' 32.579" N	2° 59' 15.390" E

31	53° 10' 35.497" N	2° 59' 18.692" E	147	53° 10' 32.938" N	2° 59' 15.988" E
32	53° 10' 35.975" N	2° 59' 18.978" E	148	53° 10' 33.319" N	2° 59' 16.548" E
33	53° 10' 36.463" N	2° 59' 19.214" E	149	53° 10' 33.721" N	2° 59' 17.066" E
34	53° 10' 36.959" N	2° 59' 19.398" E	150	53° 10' 34.141" N	2° 59' 17.541" E
35	53° 10' 37.461" N	2° 59' 19.531" E	151	53° 10' 34.578" N	2° 59' 17.972" E
36	53° 10' 37.966" N	2° 59' 19.610" E	152	53° 10' 35.031" N	2° 59' 18.356" E
37	53° 10' 38.474" N	2° 59' 19.637" E	153	53° 10' 35.497" N	2° 59' 18.692" E
38	53° 10' 38.982" N	2° 59' 19.610" E	154	53° 10' 35.975" N	2° 59' 18.978" E
39	53° 10' 39.488" N	2° 59' 19.531" E	155	53° 10' 36.463" N	2° 59' 19.214" E
40	53° 10' 39.990" N	2° 59' 19.399" E	156	53° 10' 36.959" N	2° 59' 19.398" E
41	53° 10' 40.485" N	2° 59' 19.214" E	157	53° 10' 37.461" N	2° 59' 19.531" E
42	53° 10' 40.973" N	2° 59' 18.978" E	158	53° 10' 37.966" N	2° 59' 19.610" E
43	53° 10' 41.451" N	2° 59' 18.692" E	159	53° 10' 38.474" N	2° 59' 19.637" E
44	53° 10' 41.918" N	2° 59' 18.356" E	160	53° 10' 38.982" N	2° 59' 19.610" E
45	53° 10' 42.370" N	2° 59' 17.972" E	161	53° 10' 39.488" N	2° 59' 19.531" E
46	53° 10' 42.807" N	2° 59' 17.542" E	162	53° 10' 39.990" N	2° 59' 19.399" E
47	53° 10' 43.228" N	2° 59' 17.067" E	163	53° 10' 40.485" N	2° 59' 19.214" E
48	53° 10' 43.629" N	2° 59' 16.548" E	164	53° 10' 40.973" N	2° 59' 18.978" E
49	53° 10' 44.010" N	2° 59' 15.989" E	165	53° 10' 41.451" N	2° 59' 18.692" E
50	53° 10' 44.369" N	2° 59' 15.391" E	166	53° 10' 41.918" N	2° 59' 18.356" E
51	53° 10' 44.705" N	2° 59' 14.757" E	167	53° 10' 42.370" N	2° 59' 17.972" E
52	53° 10' 45.017" N	2° 59' 14.089" E	168	53° 10' 42.807" N	2° 59' 17.542" E
53	53° 10' 45.302" N	2° 59' 13.389" E	169	53° 10' 43.228" N	2° 59' 17.067" E
54	53° 10' 45.561" N	2° 59' 12.661" E	170	53° 10' 43.629" N	2° 59' 16.548" E
55	53° 10' 45.792" N	2° 59' 11.908" E	171	53° 10' 44.010" N	2° 59' 15.989" E
56	53° 10' 45.993" N	2° 59' 11.132" E	172	53° 10' 44.369" N	2° 59' 15.391" E

57	53° 10' 46.166" N	2° 59' 10.336" E	173	53° 10' 44.705" N	2° 59' 14.757" E
58	53° 10' 46.307" N	2° 59' 9.524" E	174	53° 10' 45.017" N	2° 59' 14.089" E
59	53° 10' 46.418" N	2° 59' 8.699" E	175	53° 10' 45.302" N	2° 59' 13.389" E
60	53° 10' 46.498" N	2° 59' 7.864" E	176	53° 10' 45.561" N	2° 59' 12.661" E
61	53° 10' 46.545" N	2° 59' 7.022" E	177	53° 10' 45.792" N	2° 59' 11.908" E
62	53° 10' 46.561" N	2° 59' 6.176" E	178	53° 10' 45.993" N	2° 59' 11.132" E
63	53° 10' 46.545" N	2° 59' 5.331" E	179	53° 10' 46.166" N	2° 59' 10.336" E
64	53° 10' 46.498" N	2° 59' 4.489" E	180	53° 10' 46.307" N	2° 59' 9.524" E
65	53° 10' 46.418" N	2° 59' 3.654" E	181	53° 10' 46.418" N	2° 59' 8.699" E
66	53° 10' 46.307" N	2° 59' 2.829" E	182	53° 10' 46.498" N	2° 59' 7.864" E
67	53° 10' 46.166" N	2° 59' 2.017" E	183	53° 10' 46.545" N	2° 59' 7.022" E
68	53° 10' 45.993" N	2° 59' 1.221" E	184	53° 10' 46.561" N	2° 59' 6.176" E
69	53° 10' 45.792" N	2° 59' 0.445" E	185	53° 10' 46.545" N	2° 59' 5.331" E
70	53° 10' 45.561" N	2° 58' 59.691" E	186	53° 10' 46.498" N	2° 59' 4.489" E
71	53° 10' 45.302" N	2° 58' 58.964" E	187	53° 10' 46.418" N	2° 59' 3.654" E
72	53° 10' 45.017" N	2° 58' 58.264" E	188	53° 10' 46.307" N	2° 59' 2.829" E
73	53° 10' 44.705" N	2° 58' 57.596" E	189	53° 10' 46.166" N	2° 59' 2.017" E
74	53° 10' 44.369" N	2° 58' 56.962" E	190	53° 10' 45.993" N	2° 59' 1.221" E
75	53° 10' 44.010" N	2° 58' 56.364" E	191	53° 10' 45.792" N	2° 59' 0.445" E
76	53° 10' 43.629" N	2° 58' 55.804" E	192	53° 10' 45.561" N	2° 58' 59.691" E
77	53° 10' 43.228" N	2° 58' 55.286" E	193	53° 10' 45.302" N	2° 58' 58.964" E
78	53° 10' 42.807" N	2° 58' 54.811" E	194	53° 10' 45.017" N	2° 58' 58.264" E
79	53° 10' 42.370" N	2° 58' 54.380" E	195	53° 10' 44.705" N	2° 58' 57.596" E
80	53° 10' 41.918" N	2° 58' 53.997" E	196	53° 10' 44.369" N	2° 58' 56.962" E
81	53° 10' 41.451" N	2° 58' 53.661" E	197	53° 10' 44.010" N	2° 58' 56.364" E
82	53° 10' 40.973" N	2° 58' 53.374" E	198	53° 10' 43.629" N	2° 58' 55.804" E

83	53° 10' 40.485" N	2° 58' 53.139" E	199	53° 10' 43.228" N	2° 58' 55.286" E
84	53° 10' 39.990" N	2° 58' 52.954" E	200	53° 10' 42.807" N	2° 58' 54.811" E
85	53° 10' 39.488" N	2° 58' 52.822" E	201	53° 10' 42.370" N	2° 58' 54.380" E
86	53° 10' 38.982" N	2° 58' 52.742" E	202	53° 10' 41.918" N	2° 58' 53.997" E
87	53° 10' 38.474" N	2° 58' 52.716" E	203	53° 10' 41.451" N	2° 58' 53.661" E
88	53° 10' 37.966" N	2° 58' 52.742" E	204	53° 10' 40.973" N	2° 58' 53.374" E
89	53° 10' 37.461" N	2° 58' 52.822" E	205	53° 10' 40.485" N	2° 58' 53.139" E
90	53° 10' 36.959" N	2° 58' 52.954" E	206	53° 10' 39.990" N	2° 58' 52.954" E
91	53° 10' 36.463" N	2° 58' 53.139" E	207	53° 10' 39.488" N	2° 58' 52.822" E
92	53° 10' 35.975" N	2° 58' 53.375" E	208	53° 10' 38.982" N	2° 58' 52.742" E
93	53° 10' 35.497" N	2° 58' 53.661" E	209	53° 10' 38.474" N	2° 58' 52.716" E
94	53° 10' 35.031" N	2° 58' 53.997" E	210	53° 10' 37.966" N	2° 58' 52.742" E
95	53° 10' 34.578" N	2° 58' 54.381" E	211	53° 10' 37.461" N	2° 58' 52.822" E
96	53° 10' 34.141" N	2° 58' 54.812" E	212	53° 10' 36.959" N	2° 58' 52.954" E
97	53° 10' 33.721" N	2° 58' 55.287" E	213	53° 10' 36.463" N	2° 58' 53.139" E
98	53° 10' 33.319" N	2° 58' 55.805" E	214	53° 10' 35.975" N	2° 58' 53.375" E
99	53° 10' 32.938" N	2° 58' 56.364" E	215	53° 10' 35.497" N	2° 58' 53.661" E
100	53° 10' 32.579" N	2° 58' 56.962" E	216	53° 10' 35.031" N	2° 58' 53.997" E
101	53° 10' 32.243" N	2° 58' 57.597" E	217	53° 10' 34.578" N	2° 58' 54.381" E
102	53° 10' 31.932" N	2° 58' 58.265" E	218	53° 10' 34.141" N	2° 58' 54.812" E
103	53° 10' 31.646" N	2° 58' 58.964" E	219	53° 10' 33.721" N	2° 58' 55.287" E
104	53° 10' 31.388" N	2° 58' 59.692" E	220	53° 10' 33.319" N	2° 58' 55.805" E
105	53° 10' 31.157" N	2° 59' 0.445" E	221	53° 10' 32.938" N	2° 58' 56.364" E
106	53° 10' 30.955" N	2° 59' 1.221" E	222	53° 10' 32.579" N	2° 58' 56.962" E
107	53° 10' 30.783" N	2° 59' 2.017" E	223	53° 10' 32.243" N	2° 58' 57.597" E
108	53° 10' 30.641" N	2° 59' 2.829" E	224	53° 10' 31.932" N	2° 58' 58.265" E

109	53° 10' 30.531" N	2° 59' 3.654" E	225	53° 10' 31.646" N	2° 58' 58.964" E
110	53° 10' 30.451" N	2° 59' 4.489" E	226	53° 10' 31.388" N	2° 58' 59.692" E
111	53° 14' 28.789" N	3° 3' 31.257" E	227	53° 10' 31.157" N	2° 59' 0.445" E
112	52° 56' 14.962" N	3° 8' 41.012" E	228	53° 10' 30.955" N	2° 59' 1.221" E
113	52° 54' 27.033" N	2° 58' 15.457" E	229	53° 10' 30.783" N	2° 59' 2.017" E
114	52° 54' 11.424" N	2° 58' 22.820" E	230	53° 10' 30.641" N	2° 59' 2.829" E
115	52° 53' 56.239" N	2° 58' 29.982" E	231	53° 10' 30.531" N	2° 59' 3.654" E
116	52° 49' 50.103" N	2° 56' 54.167" E	232	53° 10' 30.451" N	2° 59' 4.489" E

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 37,817,212 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references [[XX] and [XX]] within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 36,000,000 m<sup>3</sup> for cable and fibre optic cable installation;
  - (ii) 1,767,146 m<sup>3</sup> for the wind turbine generators;
  - (iii) 37,500 m<sup>3</sup> for the offshore service platform; and
  - (iv) 12,566 m<sup>3</sup> for the meteorological masts; and
- (e) the removal of static fishing equipment; and
- (f) The disposal of drill arisings in connection with any foundation drilling up to a total of 399,776 m<sup>3</sup>.

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of (in the event of scenario 1 and scenario 2 unless otherwise stated below)—

Work No. 1 (phase 2) in the event of scenario 1 and scenario 2—

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 180 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), gravity base or tetrabase fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;

- (b) up to one offshore service platform fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings.

In the event of scenario 1:

- (f) a network of subsea cables and fibre optic cables connecting wind turbine generators within (a) above to an offshore electrical platform within Norfolk Vanguard East including one or more offshore cable crossings.

(2) In connection with such Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including:

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of up to a total of 37,817,212m<sup>3</sup> of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
- (d) removal of static fishing equipment;

(3) In connection with such Work No. 1, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### **Design parameters**

1.—(1) Subject to paragraph (2), each wind turbine generator forming part of the authorised scheme must not—

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;

- (d) be less than 760 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 760 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind);
- (e) have a draught height of less than 22 metres from MHWS.

(2) References to the location of a wind turbine generator in paragraph (1) above are references to the centre point of that turbine.

2.—(1) The dimensions of any offshore service platform forming part of the authorised scheme must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

- (2) Each meteorological mast must not exceed a height of 200 metres above HAT.
- (3) Each meteorological mast must not have more than one supporting foundation.

3. The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 1(e) and (f) (array)	600 kilometres	204,000 m <sup>3</sup>	400,000 m <sup>2</sup>

4.—(1) In relation to a wind turbine generator, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963m<sup>2</sup>.

5.—(1) In relation to a meteorological mast, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 10 metres;
- (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

6.—(1) In relation to an offshore service platform, each foundation using piles must not have—

- (a) more than six driven piles;
- (b) a pile diameter which is more than three metres.

(2) In relation to an offshore service platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

7.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 78.5 m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150 m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

### **Phasing of the authorised scheme**

8.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 1 (generation)—

- (a) the total electrical export capacity of the authorised scheme must not exceed 1,800MW at the point of connection to the offshore electrical platform(s);
- (b) the total number of wind turbine generators forming part of the authorised scheme must not exceed 180;
- (c) the total number of offshore service platform forming part of the authorised scheme must not exceed one;
- (d) the total number of meteorological masts forming part of the authorised scheme must not exceed two;
- (e) the total number of LIDAR measurement buoys forming part of the authorised scheme must not exceed two;
- (f) the total number of wave measurement buoys forming part of the authorised scheme must not exceed two;
- (g) the total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 27,269,513 m<sup>3</sup> and 5,453,903m<sup>2</sup> and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan;
- (h) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 37,817,212m<sup>3</sup>;
- (i) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 399,776 m<sup>3</sup>; and
- (j) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 3 of this licence.

(2) Prior to the commencement of the authorised scheme, where the authorised scheme will be constructed in two offshore phases (under licence 1 (generation) and this licence), the undertaker must give notice to the MMO detailing the total number of wind turbine generators, offshore service platform, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in this phase under this licence.

### **Notifications and inspections**

9.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17;
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following the receipt by the undertaker of the final survey report from the periodic burial survey, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within three days.

### **Aids to navigation**

**10.—**(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 14(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 9(11) and condition 9(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of structures**

11.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

### **Chemicals, drilling and debris**

12.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references [XX] and [XX] within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

13.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

### **Pre-construction plans and documentation**

14.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, offshore service platform and meteorological masts;
  - (ii) the height to the tip of the vertical blade of all wind turbine generators;
  - (iii) the height to the centreline of the generator shaft forming part of the hub of all wind turbine generators;
  - (iv) the rotor diameter and spacing of all wind turbine generators;
  - (v) the height of all lattice towers forming part of all meteorological masts;
  - (vi) the height, length and width of all offshore service platform;
  - (vii) the dimensions of all foundations;
  - (viii) the length and arrangement of all cables (including fibre optic cables) comprising Work No. 1(e);
  - (ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 and its annexes), offshore service platform and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (x) a plan showing the indicative layout of all wind turbine generators, offshore service platform and meteorological masts including all exclusion zones (insofar as not shown in (ix) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv);
  - (xi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i); and

- (xii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, offshore electrical platform, substation and meteorological mast.

to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to 8 above.

- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—

- (i) the proposed construction start date;
- (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
- (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 17, 18, 19 and 20; and
- (iv) an indicative written construction programme for all wind turbine generators offshore service platform, meteorological masts, measurement buoys and cables (including fibre optic cables) comprised in the works in Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—

- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
- (bb) at least four months prior to construction, detail on construction monitoring;
- (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—

- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works, and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
- (ii) soft start procedures with specified duration periods;
- (iii) cable (including fibre optic cable) installation;
- (iv) contractors;
- (v) vessels, vessels maintenance and vessel transit corridors; and
- (vi) associated and ancillary works.

- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—

- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
- (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
- (iii) waste management and disposal arrangements;
- (iv) the appointment and responsibilities of a fisheries liaison officer;
- (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities; and

- (vi) procedures to be adopted within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
  - (i) technical specification of offshore cables (including fibre optic cables) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cables) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
  - (iii) proposals for monitoring offshore cables (including fibre optic cables) including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 18(2)(a) and in accordance with the offshore in principle monitoring plan.

- (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 10 for the lifetime of the authorised scheme.
- (l) An ornithological monitoring plan setting out the aims, objectives and methods for ornithological monitoring as agreed in consultation with the MMO and relevant statutory nature conservation bodies and in accordance with the offshore in principle monitoring plan.
- (m) In the event that piled foundations are proposed to be used, the licensed activities, or any phase of those activities must not commence until a Site Integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO is satisfied that the plan, provides such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

- (a) 5,000kJ in respect of monopile foundations; and
- (b) 2,700kJ in respect of pin piles.

**15.—**(1) Any archaeological reports produced in accordance with condition 14(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 14(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14 or approval has been given following an appeal in accordance with sub-paragraph (6).

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 14 as soon as practicable and in any event, within a period of four months commencing on the date the application is received by the MMO.

(6) Where the MMO fails to determine an application for approval under condition 14 within the period referred to in sub-paragraph (5) or refuses the application for approval, the undertaker may appeal to the Secretary of State in accordance with the procedure in Part 5 of this licence..

(7) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 14 or approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.

(8) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate

to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes..

### **Post-construction plans and documents**

16. The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

### **Reporting of engaged agents, contractors and vessels**

17.—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

### **Pre-construction monitoring and surveys**

18.—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
- (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works; and
- (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

### **Construction monitoring**

19.—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the

relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(5) In the event that piled foundations are proposed to be used, the details submitted, in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

### **Post construction**

**20.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) An appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l);
- (d) post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise

agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables (including fibre optic cables), the cable monitoring plan required under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### **Reporting of impact pile driving**

**21.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

### **Reporting of scour and cable protection**

**22.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

## **PART 5**

### **Procedure for appeals**

**1.** Where the MMO refuses an application for approval under condition 14 and notifies the undertaker accordingly, or fails to determine the application for approval in accordance with condition 15 the undertaker may by notice appeal against such a refusal or non-determination and the 2011 Regulations apply subject to the modifications set out in paragraph 2 below.

2. The 2011 Regulations are modified so as to read for the purposes of this Order only as follows—

- (a) In regulation 6(1) (time limit for the notice of appeal) for the words “6 months” there is substituted the words “4 months”.
- (b) For regulation 4(1) (appeal against marine licensing decisions) substitute—

“A person who has applied for approval under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12; or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ] may by notice appeal against a decision to refuse such an application or a failure to determine such an application.”
- (c) For regulation 7(2)(a) (contents of the notice of appeal) substitute—

“a copy of the decision to which the appeal relates or, in the case of non-determination, the date by which the application should have been determined; and  
”
- (d) In regulation 8(1) (decision as to appeal procedure and start date) for the words “as soon as practicable after” there is substituted the words “within the period of 2 weeks beginning on the date of”.
- (e) In regulation 10(3) (representations and further comments) after the words “the Secretary of State must” insert the words “within the period of 1 week”
- (f) In regulation 10(5) (representations and further comments) for the words “as soon as practicable after” there is substituted the words “within the period of 1 week of the end of”.
- (g) In regulation 12(1) (establishing the hearing or inquiry) after the words “(“the relevant date”)” insert the words “which must be within 14 weeks of the start date”.
- (h) For regulation 18(4) substitute— “Subject to paragraphs (1) and (3), each party should bear its own costs of a hearing or inquiry held under these Regulations.”
- (i) For regulation 22(1)(b) and (c) (determining the appeal—general) substitute—

“(b) allow the appeal and, if applicable, quash the decision in whole or in part;  
where the appointed person quashes a decision under sub-paragraph (b) or allows the appeal in the case of non-determination, direct the Authority to approve the application for approval made under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12; or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ].”
- (j) In regulation 22(2) (determining the appeal—general) after the words “in writing of the determination” insert the words “within the period of 12 weeks beginning on the start date where the appeal is to be determined by written representations or within the period of 12 weeks beginning on the day after the close of the hearing or inquiry where the appeal is to be determined by way of hearing or inquiry”.

Deemed Licence under the 2009 Act – Transmission Assets (Licence 1 – Phase 1)

PART 1

Interpretation

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2017 Regulations” means the Offshore Marine Conservation (Natural Habitats, &c.) Regulations 2007(a);

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011(b);

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work Nos. 2, 3A, 4A, and 4B described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“generation licence” means the licence set out in Schedule 9 (deemed licence under the 2009 Act – generation assets (licence 1 – phase 1) and/or the licence set out in Schedule 10 (deemed licence under the 2009 Act – generation assets (licence 2 – phase 2));

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(a) S.I. 2007/1842

(b) S.I. 2011/934

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 2 (transmission)” means the licence set out in **Schedule 12** (deemed licence under the 2009 Act – transmission assets (licence 2 – phase 2));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of **Schedule 1** (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical platform, offshore service platform or meteorological mast described in Part 1 of **Schedule 1** (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Norfolk Vanguard DCO;

“Norfolk Vanguard DCO” means the Norfolk Vanguard Offshore Wind Farm Development Consent Order made pursuant to an application submitted to the Secretary of State on 26th June 2018;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 202X;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity plan” means the document certified as the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site and a European site;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works under the Norfolk Vanguard DCO, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at First Floor, 1 Tudor Street, London, EC4Y 0AH;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“Work No. 3B” means up to three project interconnector cables to connect Work No. 2 with the Norfolk Vanguard Offshore Wind Farm licensed under Schedule 13 of this Order;

“Work No. 4C” means the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts from MHWS at Happisburgh South, North Norfolk; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;

- (e) Maritime and Coastguard Agency  
Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2426;
- (f) Centre for Environment, Fisheries and Aquaculture Science  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;
- (g) Natural England  
Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;
- (h) Historic England  
Cannon Bridge House  
25 Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

**1.** This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

**2.** The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within **article 6** (benefit of the Order).

**3.** With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must demonstrate that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 14' 28.789" N	3° 3' 31.257" E	241	52° 44' 51.006" N	2° 2' 16.812" E
2	52° 56' 14.962" N	3° 8' 41.012" E	242	52° 44' 50.593" N	2° 2' 18.703" E
3	52° 52' 23.652" N	2° 46' 27.791" E	243	52° 44' 50.478" N	2° 2' 19.257" E
4	52° 47' 34.455" N	2° 46' 27.112" E	244	52° 44' 50.373" N	2° 2' 19.818" E
5	52° 47' 27.871" N	2° 45' 34.063" E	245	52° 44' 50.034" N	2° 2' 21.747" E
6	52° 47' 16.559" N	2° 44' 3.046" E	246	52° 44' 49.940" N	2° 2' 22.313" E
7	52° 47' 15.589" N	2° 43' 55.247" E	247	52° 44' 49.857" N	2° 2' 22.883" E
8	52° 47' 15.589" N	2° 43' 55.243" E	248	52° 44' 49.592" N	2° 2' 24.844" E
9	52° 47' 14.341" N	2° 43' 45.216" E	249	52° 44' 49.520" N	2° 2' 25.418" E
10	52° 47' 13.615" N	2° 43' 39.381" E	250	52° 44' 49.459" N	2° 2' 25.996" E
11	52° 43' 46.039" N	2° 16' 19.075" E	251	52° 44' 49.268" N	2° 2' 27.980" E
12	52° 43' 45.182" N	2° 16' 10.004" E	252	52° 44' 49.218" N	2° 2' 28.561" E
13	52° 43' 44.634" N	2° 16' 0.162" E	253	52° 44' 49.179" N	2° 2' 29.143" E
14	52° 43' 44.531" N	2° 15' 54.221" E	254	52° 44' 49.065" N	2° 2' 31.144" E
15	52° 43' 44.490" N	2° 15' 51.462" E	255	52° 44' 49.037" N	2° 2' 31.728" E
16	52° 43'	2° 7' 23.550"	256	52° 44'	2° 2' 32.314"

	44.512" N	E		49.021" N	E
17	52° 42'	2° 3' 14.512"	257	52° 44'	2° 2' 34.021"
	44.166" N	E		48.989" N	E
18	52° 42'	2° 3' 9.802" E	258	52° 44'	2° 2' 34.638"
	43.152" N			48.983" N	E
19	52° 42'	2° 3' 4.946" E	259	52° 44'	2° 15'
	42.369" N			49.220" N	49.970" E
20	52° 42'	2° 1' 44.644"	260	52° 44'	2° 15'
	31.534" N	E		49.236" N	51.345" E
21	52° 42'	2° 1' 40.338"	261	52° 44'	2° 15'
	31.056" N	E		49.268" N	53.169" E
22	52° 42'	2° 1' 39.044"	262	52° 44'	2° 15'
	30.948" N	E		49.284" N	53.754" E
23	52° 42'	2° 1' 34.686"	263	52° 44'	2° 15'
	30.701" N	E		49.311" N	54.339" E
24	52° 42'	2° 1' 30.309"	264	52° 44'	2° 15'
	30.654" N	E		49.422" N	56.340" E
25	52° 42'	2° 1' 29.003"	265	52° 44'	2° 15'
	30.675" N	E		49.460" N	56.922" E
26	52° 42'	2° 1' 25.173"	266	52° 44'	2° 15'
	30.833" N	E		49.509" N	57.503" E
27	52° 42'	2° 0' 49.768"	267	52° 44'	2° 15'
	33.173" N	E		49.680" N	59.308" E
28	52° 42'	2° 0' 40.941"	268	52° 44'	2° 15'
	34.216" N	E		49.731" N	59.809" E
29	52° 42'	2° 0' 39.649"	269	52° 44'	2° 16' 0.309"
	34.439" N	E		49.791" N	E
30	52° 42'	2° 0' 35.379"	270	52° 44'	2° 16'
	35.302" N	E		51.112" N	10.573" E
31	52° 42'	2° 0' 7.655" E	271	52° 44'	2° 16'
	41.649" N			51.112" N	10.573" E
32	52° 42'	2° 0' 0.073" E	272	52° 45'	2° 23'
	43.788" N			49.555" N	47.080" E
33	52° 42'	1° 59'	273	52° 45'	2° 23'
	44.149" N	59.016" E		49.557" N	47.097" E
34	52° 42'	1° 59'	274	52° 46'	2° 26'
	45.445" N	55.557" E		11.399" N	38.781" E
35	52° 42'	1° 59'	275	52° 46'	2° 26'
	55.437" N	30.877" E		11.399" N	38.782" E
36	52° 42'	1° 59'	276	52° 46'	2° 32'
	55.855" N	29.924" E		58.179" N	48.486" E
37	52° 42'	1° 59'	277	52° 46'	2° 32'
	58.378" N	24.593" E		59.273" N	57.168" E
38	52° 42'	1° 59'	278	52° 47'	2° 33'
	58.842" N	23.685" E		4.976" N	42.433" E
39	52° 43'	1° 59'	279	52° 47'	2° 33'
	0.673" N	20.588" E		5.398" N	45.780" E
40	52° 43'	1° 59'	280	52° 47'	2° 33'
	2.861" N	17.394" E		6.366" N	53.472" E
41	52° 43'	1° 58'	281	52° 47'	2° 33'
	17.859" N	57.179" E		6.366" N	53.473" E

42	52° 43' 19.625" N	1° 58' 54.953" E	282	52° 47' 20.744" N	2° 35' 47.803" E
43	52° 43' 21.284" N	1° 58' 53.106" E	283	52° 47' 20.744" N	2° 35' 47.804" E
44	52° 43' 21.796" N	1° 58' 52.576" E	284	52° 47' 21.786" N	2° 35' 56.101" E
45	52° 43' 23.547" N	1° 58' 50.895" E	285	52° 48' 16.490" N	2° 43' 13.626" E
46	52° 45' 46.103" N	1° 56' 43.184" E	286	52° 48' 20.763" N	2° 43' 47.964" E
47	52° 46' 2.160" N	1° 56' 27.260" E	287	52° 48' 21.026" N	2° 43' 49.928" E
48	52° 46' 3.532" N	1° 56' 26.078" E	288	52° 48' 21.364" N	2° 43' 51.862" E
49	52° 46' 17.577" N	1° 56' 12.146" E	289	52° 48' 21.774" N	2° 43' 53.756" E
50	52° 46' 37.038" N	1° 55' 33.566" E	290	52° 48' 22.256" N	2° 43' 55.605" E
51	52° 46' 51.513" N	1° 54' 38.977" E	291	52° 48' 22.808" N	2° 43' 57.400" E
52	52° 46' 58.151" N	1° 53' 21.115" E	292	52° 48' 23.426" N	2° 43' 59.134" E
53	52° 46' 59.490" N	1° 52' 52.341" E	293	52° 48' 24.109" N	2° 44' 0.801" E
54	52° 47' 32.039" N	1° 39' 38.159" E	294	52° 48' 24.854" N	2° 44' 2.393" E
55	52° 47' 32.129" N	1° 39' 36.152" E	295	52° 48' 25.659" N	2° 44' 3.905" E
56	52° 47' 32.273" N	1° 39' 33.526" E	296	52° 48' 26.519" N	2° 44' 5.331" E
57	52° 47' 32.388" N	1° 39' 31.565" E	297	52° 48' 27.432" N	2° 44' 6.665" E
58	52° 47' 32.521" N	1° 39' 29.607" E	298	52° 48' 28.394" N	2° 44' 7.902" E
59	52° 47' 32.673" N	1° 39' 27.652" E	299	52° 48' 29.401" N	2° 44' 9.037" E
60	52° 47' 32.844" N	1° 39' 25.702" E	300	52° 48' 30.449" N	2° 44' 10.065" E
61	52° 47' 33.028" N	1° 39' 23.714" E	301	52° 48' 31.534" N	2° 44' 10.983" E
62	52° 47' 33.217" N	1° 39' 21.768" E	302	52° 48' 32.652" N	2° 44' 11.786" E
63	52° 47' 33.425" N	1° 39' 19.828" E	303	52° 48' 33.799" N	2° 44' 12.472" E
64	52° 47' 33.652" N	1° 39' 17.893" E	304	52° 48' 34.969" N	2° 44' 13.037" E
65	52° 47' 33.896" N	1° 39' 15.964" E	305	52° 48' 36.158" N	2° 44' 13.481" E
66	52° 47' 34.155" N	1° 39' 13.999" E	306	52° 48' 37.362" N	2° 44' 13.800" E
67	52° 47'	1° 39'	307	52° 48'	2° 44'

	34.419" N	12.073" E		38.576" N	13.994" E
68	52° 47'	1° 39'	308	52° 48'	2° 44'
	34.701" N	10.153" E		39.226" N	14.030" E
69	52° 47'	1° 39' 8.241"	309	52° 48'	2° 44'
	35.001" N	E		39.637" N	14.030" E
70	52° 47'	1° 39' 6.337"	310	52° 51'	2° 44'
	35.320" N	E		27.631" N	14.043" E
71	52° 47'	1° 39' 3.397"	311	52° 52'	2° 44'
	35.827" N	E		45.444" N	14.140" E
72	52° 47'	1° 39' 1.398"	312	52° 52'	2° 44'
	36.193" N	E		48.722" N	14.144" E
73	52° 47'	1° 38'	313	52° 52'	2° 44'
	36.599" N	59.313" E		48.725" N	14.157" E
74	52° 47'	1° 38'	314	52° 52'	2° 44'
	37.000" N	57.371" E		50.325" N	14.415" E
75	52° 47'	1° 38'	315	52° 52'	2° 44'
	37.497" N	55.056" E		51.923" N	14.716" E
76	52° 47'	1° 38'	316	52° 52'	2° 44'
	37.906" N	53.193" E		53.518" N	15.059" E
77	52° 47'	1° 38'	317	52° 52'	2° 44'
	38.332" N	51.340" E		55.109" N	15.444" E
78	52° 47'	1° 38'	318	52° 52'	2° 44'
	38.777" N	49.499" E		56.696" N	15.871" E
79	52° 47'	1° 38'	319	52° 52'	2° 44'
	39.239" N	47.670" E		58.279" N	16.340" E
80	52° 48'	1° 33'	320	52° 52'	2° 44'
	59.902" N	32.091" E		59.857" N	16.851" E
81	52° 49'	1° 33'	321	52° 53'	2° 44'
	1.602" N	25.973" E		1.430" N	17.403" E
82	52° 49'	1° 33'	322	52° 53'	2° 44'
	2.819" N	19.121" E		2.998" N	17.996" E
83	52° 49'	1° 33'	323	52° 53'	2° 44'
	3.674" N	13.073" E		4.559" N	18.631" E
84	52° 49'	1° 33' 6.096"	324	52° 53'	2° 44'
	3.797" N	E		6.115" N	19.307" E
85	52° 49'	1° 32'	325	52° 53'	2° 44'
	2.898" N	57.549" E		7.663" N	20.024" E
86	52° 49'	1° 32'	326	52° 53'	2° 44'
	4.139" N	54.271" E		9.205" N	20.782" E
87	52° 49'	1° 32'	327	52° 53'	2° 44'
	4.845" N	52.212" E		10.739" N	21.580" E
88	52° 49'	1° 32'	328	52° 53'	2° 44'
	5.188" N	51.467" E		12.265" N	22.419" E
89	52° 49'	1° 32'	329	52° 53'	2° 44'
	6.147" N	49.575" E		13.782" N	23.298" E
90	52° 49'	1° 32'	330	52° 53'	2° 44'
	7.035" N	47.473" E		15.291" N	24.217" E
91	52° 49'	1° 32'	331	52° 53'	2° 44'
	7.208" N	46.999" E		16.791" N	25.175" E
92	52° 49'	1° 32'	332	52° 53'	2° 44'
	8.015" N	44.486" E		18.282" N	26.173" E

93	52° 49' 8.663" N	1° 32' 42.319" E	333	52° 53' 19.763" N	2° 44' 27.211" E
94	52° 49' 8.910" N	1° 32' 41.417" E	334	52° 53' 21.233" N	2° 44' 28.287" E
95	52° 49' 9.102" N	1° 32' 41.019" E	335	52° 53' 22.693" N	2° 44' 29.402" E
96	52° 49' 9.635" N	1° 32' 40.648" E	336	52° 53' 24.142" N	2° 44' 30.555" E
97	52° 49' 9.807" N	1° 32' 40.345" E	337	52° 53' 25.580" N	2° 44' 31.747" E
98	52° 49' 9.768" N	1° 32' 39.737" E	338	52° 53' 27.005" N	2° 44' 32.976" E
99	52° 49' 9.855" N	1° 32' 38.941" E	339	52° 53' 28.419" N	2° 44' 34.243" E
100	52° 49' 10.086" N	1° 32' 38.247" E	340	52° 53' 29.821" N	2° 44' 35.547" E
101	52° 49' 10.218" N	1° 32' 37.939" E	341	52° 53' 31.210" N	2° 44' 36.888" E
102	52° 49' 10.691" N	1° 32' 36.993" E	342	52° 53' 32.585" N	2° 44' 38.265" E
103	52° 49' 11.553" N	1° 32' 35.417" E	343	52° 53' 33.947" N	2° 44' 39.679" E
104	52° 49' 12.200" N	1° 32' 33.887" E	344	52° 53' 35.295" N	2° 44' 41.128" E
105	52° 49' 12.742" N	1° 32' 32.736" E	345	52° 53' 36.630" N	2° 44' 42.613" E
106	52° 49' 13.080" N	1° 32' 31.922" E	346	52° 53' 37.949" N	2° 44' 44.133" E
107	52° 49' 13.507" N	1° 32' 31.040" E	347	52° 53' 39.254" N	2° 44' 45.687" E
108	52° 49' 14.325" N	1° 32' 29.767" E	348	52° 53' 40.543" N	2° 44' 47.276" E
109	52° 49' 14.340" N	1° 32' 29.796" E	349	52° 53' 41.818" N	2° 44' 48.898" E
110	52° 49' 15.178" N	1° 32' 31.478" E	350	52° 53' 43.076" N	2° 44' 50.554" E
111	52° 49' 15.638" N	1° 32' 32.401" E	351	52° 53' 44.318" N	2° 44' 52.243" E
112	52° 49' 45.178" N	1° 33' 31.705" E	352	52° 53' 45.543" N	2° 44' 53.965" E
113	52° 49' 45.944" N	1° 33' 33.513" E	353	52° 53' 46.752" N	2° 44' 55.719" E
114	52° 49' 46.772" N	1° 33' 35.540" E	354	52° 53' 47.944" N	2° 44' 57.504" E
115	52° 49' 47.579" N	1° 33' 37.591" E	355	52° 53' 49.118" N	2° 44' 59.321" E
116	52° 49' 48.363" N	1° 33' 39.664" E	356	52° 53' 50.275" N	2° 45' 1.169" E
117	52° 49' 49.126" N	1° 33' 41.760" E	357	52° 53' 51.414" N	2° 45' 3.046" E
118	52° 49'	1° 33'	358	52° 53'	2° 45' 4.954"

	49.866" N	43.878" E		52.534" N	E
119	52° 49' 50.585" N	1° 33' 46.016" E	359	52° 53' 53.636" N	2° 45' 6.891" E
120	52° 49' 51.280" N	1° 33' 48.175" E	360	52° 53' 54.719" N	2° 45' 8.857" E
121	52° 49' 51.952" N	1° 33' 50.354" E	361	52° 53' 55.783" N	2° 45' 10.851" E
122	52° 49' 52.602" N	1° 33' 52.551" E	362	52° 53' 56.827" N	2° 45' 12.874" E
123	52° 49' 53.228" N	1° 33' 54.767" E	363	52° 53' 57.852" N	2° 45' 14.923" E
124	52° 49' 53.831" N	1° 33' 57.000" E	364	52° 53' 58.857" N	2° 45' 16.999" E
125	52° 49' 54.410" N	1° 33' 59.251" E	365	52° 53' 59.841" N	2° 45' 19.102" E
126	52° 49' 54.965" N	1° 34' 1.518" E	366	52° 54' 0.806" N	2° 45' 21.230" E
127	52° 49' 55.496" N	1° 34' 3.800" E	367	52° 54' 1.749" N	2° 45' 23.384" E
128	52° 49' 56.003" N	1° 34' 6.098" E	368	52° 54' 2.672" N	2° 45' 25.562" E
129	52° 49' 56.486" N	1° 34' 8.409" E	369	52° 54' 3.573" N	2° 45' 27.765" E
130	52° 49' 56.944" N	1° 34' 10.735" E	370	52° 54' 4.453" N	2° 45' 29.990" E
131	52° 49' 57.378" N	1° 34' 13.073" E	371	52° 54' 5.312" N	2° 45' 32.239" E
132	52° 49' 57.786" N	1° 34' 15.423" E	372	52° 54' 6.144" N	2° 45' 34.497" E
133	52° 49' 58.171" N	1° 34' 17.784" E	373	53° 3' 46.017" N	2° 45' 35.676" E
134	52° 49' 58.530" N	1° 34' 20.157" E	374	53° 8' 27.770" N	2° 48' 38.429" E
135	52° 49' 58.864" N	1° 34' 22.539" E	375	53° 13' 52.532" N	3° 2' 3.556" E
136	52° 49' 59.173" N	1° 34' 24.930" E	376	53° 13' 53.967" N	3° 2' 7.131" E
137	52° 49' 59.456" N	1° 34' 27.330" E	377	53° 13' 59.710" N	3° 2' 21.440" E
138	52° 49' 59.714" N	1° 34' 29.738" E	378	53° 14' 8.462" N	3° 2' 43.249" E
139	52° 49' 59.947" N	1° 34' 32.153" E	379	53° 14' 21.060" N	3° 3' 12.673" E
140	52° 50' 0.154" N	1° 34' 34.574" E	380	53° 10' 30.403" N	2° 59' 5.331" E
141	52° 50' 0.336" N	1° 34' 37.001" E	381	53° 10' 30.387" N	2° 59' 6.176" E
142	52° 50' 0.492" N	1° 34' 39.433" E	382	53° 10' 30.403" N	2° 59' 7.022" E
143	52° 50' 0.623" N	1° 34' 41.869" E	383	53° 10' 30.451" N	2° 59' 7.863" E

144	52° 50' 0.727" N	1° 34' 44.308" E	384	53° 10' 30.531" N	2° 59' 8.699" E
145	52° 50' 0.806" N	1° 34' 46.750" E	385	53° 10' 30.641" N	2° 59' 9.524" E
146	52° 50' 0.859" N	1° 34' 49.193" E	386	53° 10' 30.783" N	2° 59' 10.336" E
147	52° 50' 0.887" N	1° 34' 51.638" E	387	53° 10' 30.955" N	2° 59' 11.131" E
148	52° 50' 0.888" N	1° 34' 54.083" E	388	53° 10' 31.157" N	2° 59' 11.907" E
149	52° 50' 0.864" N	1° 34' 56.528" E	389	53° 10' 31.388" N	2° 59' 12.661" E
150	52° 50' 0.814" N	1° 34' 58.972" E	390	53° 10' 31.646" N	2° 59' 13.389" E
151	52° 50' 0.739" N	1° 35' 1.414" E	391	53° 10' 31.932" N	2° 59' 14.088" E
152	52° 50' 0.637" N	1° 35' 3.854" E	392	53° 10' 32.243" N	2° 59' 14.756" E
153	52° 50' 0.510" N	1° 35' 6.290" E	393	53° 10' 32.579" N	2° 59' 15.390" E
154	52° 50' 0.357" N	1° 35' 8.722" E	394	53° 10' 32.938" N	2° 59' 15.988" E
155	52° 50' 0.178" N	1° 35' 11.150" E	395	53° 10' 33.319" N	2° 59' 16.548" E
156	52° 49' 59.974" N	1° 35' 13.572" E	396	53° 10' 33.721" N	2° 59' 17.066" E
157	52° 49' 59.745" N	1° 35' 15.987" E	397	53° 10' 34.141" N	2° 59' 17.541" E
158	52° 49' 59.490" N	1° 35' 18.396" E	398	53° 10' 34.578" N	2° 59' 17.972" E
159	52° 49' 59.209" N	1° 35' 20.797" E	399	53° 10' 35.031" N	2° 59' 18.356" E
160	52° 49' 58.903" N	1° 35' 23.190" E	400	53° 10' 35.497" N	2° 59' 18.692" E
161	52° 49' 58.573" N	1° 35' 25.573" E	401	53° 10' 35.975" N	2° 59' 18.978" E
162	52° 49' 58.217" N	1° 35' 27.947" E	402	53° 10' 36.463" N	2° 59' 19.214" E
163	52° 49' 57.836" N	1° 35' 30.310" E	403	53° 10' 36.959" N	2° 59' 19.398" E
164	52° 49' 57.430" N	1° 35' 32.661" E	404	53° 10' 37.461" N	2° 59' 19.531" E
165	52° 49' 56.999" N	1° 35' 35.001" E	405	53° 10' 37.966" N	2° 59' 19.610" E
166	52° 49' 56.544" N	1° 35' 37.328" E	406	53° 10' 38.474" N	2° 59' 19.637" E
167	52° 49' 56.064" N	1° 35' 39.641" E	407	53° 10' 38.982" N	2° 59' 19.610" E
168	52° 49' 55.560" N	1° 35' 41.940" E	408	53° 10' 39.488" N	2° 59' 19.531" E
169	52° 49'	1° 35'	409	53° 10'	2° 59'

	55.032" N	44.225" E		39.990" N	19.399" E
170	52° 49'	1° 35'	410	53° 10'	2° 59'
	54.480" N	46.494" E		40.485" N	19.214" E
171	52° 49'	1° 35'	411	53° 10'	2° 59'
	53.904" N	48.746" E		40.973" N	18.978" E
172	52° 49'	1° 35'	412	53° 10'	2° 59'
	53.304" N	50.982" E		41.451" N	18.692" E
173	52° 49'	1° 35'	413	53° 10'	2° 59'
	52.681" N	53.200" E		41.918" N	18.356" E
174	52° 49'	1° 35'	414	53° 10'	2° 59'
	52.034" N	55.400" E		42.370" N	17.972" E
175	52° 49'	1° 35'	415	53° 10'	2° 59'
	51.868" N	55.943" E		42.807" N	17.542" E
176	52° 48'	1° 39'	416	53° 10'	2° 59'
	40.863" N	22.453" E		43.228" N	17.067" E
177	52° 48'	1° 39'	417	53° 10'	2° 59'
	40.702" N	22.924" E		43.629" N	16.548" E
178	52° 48'	1° 39'	418	53° 10'	2° 59'
	40.367" N	23.994" E		44.010" N	15.989" E
179	52° 48'	1° 39'	419	53° 10'	2° 59'
	40.234" N	24.393" E		44.369" N	15.391" E
180	52° 48'	1° 39'	420	53° 10'	2° 59'
	40.107" N	24.797" E		44.705" N	14.757" E
181	52° 48'	1° 39'	421	53° 10'	2° 59'
	39.560" N	26.596" E		45.017" N	14.089" E
182	52° 48'	1° 39'	422	53° 10'	2° 59'
	39.405" N	27.124" E		45.302" N	13.389" E
183	52° 48'	1° 39'	423	53° 10'	2° 59'
	39.261" N	27.661" E		45.561" N	12.661" E
184	52° 48'	1° 39'	424	53° 10'	2° 59'
	38.783" N	29.512" E		45.792" N	11.908" E
185	52° 48'	1° 39'	425	53° 10'	2° 59'
	38.649" N	30.055" E		45.993" N	11.132" E
186	52° 48'	1° 39'	426	53° 10'	2° 59'
	38.525" N	30.606" E		46.166" N	10.336" E
187	52° 48'	1° 39'	427	53° 10'	2° 59' 9.524"
	38.044" N	32.861" E		46.307" N	E
188	52° 48'	1° 39'	428	53° 10'	2° 59' 8.699"
	37.927" N	33.484" E		46.418" N	E
189	52° 48'	1° 39'	429	53° 10'	2° 59' 7.864"
	37.569" N	35.557" E		46.498" N	E
190	52° 48'	1° 39'	430	53° 10'	2° 59' 7.022"
	37.477" N	36.124" E		46.545" N	E
191	52° 48'	1° 39'	431	53° 10'	2° 59' 6.176"
	37.396" N	36.696" E		46.561" N	E
192	52° 48'	1° 39'	432	53° 10'	2° 59' 5.331"
	37.137" N	38.662" E		46.545" N	E
193	52° 48'	1° 39'	433	53° 10'	2° 59' 4.489"
	37.067" N	39.237" E		46.498" N	E
194	52° 48'	1° 39'	434	53° 10'	2° 59' 3.654"
	37.008" N	39.816" E		46.418" N	E

195	52° 48' 36.824" N	1° 39' 41.805" E	435	53° 10' 46.307" N	2° 59' 2.829" E
196	52° 48' 36.776" N	1° 39' 42.387" E	436	53° 10' 46.166" N	2° 59' 2.017" E
197	52° 48' 36.739" N	1° 39' 42.971" E	437	53° 10' 45.993" N	2° 59' 1.221" E
198	52° 48' 36.617" N	1° 39' 45.198" E	438	53° 10' 45.792" N	2° 59' 0.445" E
199	52° 48' 36.608" N	1° 39' 45.442" E	439	53° 10' 45.561" N	2° 58' 59.691" E
200	52° 48' 36.111" N	1° 39' 58.227" E	440	53° 10' 45.302" N	2° 58' 58.964" E
210	52° 47' 53.162" N	1° 57' 17.842" E	441	53° 10' 45.017" N	2° 58' 58.264" E
202	52° 47' 51.688" N	1° 57' 48.405" E	442	53° 10' 44.705" N	2° 58' 57.596" E
203	52° 47' 50.436" N	1° 58' 0.642" E	443	53° 10' 44.369" N	2° 58' 56.962" E
204	52° 47' 48.214" N	1° 58' 12.320" E	444	53° 10' 44.010" N	2° 58' 56.364" E
205	52° 47' 42.495" N	1° 58' 33.820" E	445	53° 10' 43.629" N	2° 58' 55.804" E
206	52° 47' 36.793" N	1° 58' 49.157" E	446	53° 10' 43.228" N	2° 58' 55.286" E
207	52° 47' 27.713" N	1° 59' 7.719" E	447	53° 10' 42.807" N	2° 58' 54.811" E
208	52° 47' 19.963" N	1° 59' 19.409" E	448	53° 10' 42.370" N	2° 58' 54.380" E
209	52° 47' 10.581" N	1° 59' 30.409" E	449	53° 10' 41.918" N	2° 58' 53.997" E
210	52° 45' 3.401" N	2° 1' 51.874" E	450	53° 10' 41.451" N	2° 58' 53.661" E
211	52° 45' 3.127" N	2° 1' 52.189" E	451	53° 10' 40.973" N	2° 58' 53.374" E
212	52° 45' 2.287" N	2° 1' 53.183" E	452	53° 10' 40.485" N	2° 58' 53.139" E
213	52° 45' 1.635" N	2° 1' 53.925" E	453	53° 10' 39.990" N	2° 58' 52.954" E
214	52° 45' 1.351" N	2° 1' 54.277" E	454	53° 10' 39.488" N	2° 58' 52.822" E
215	52° 45' 0.388" N	2° 1' 55.510" E	455	53° 10' 38.982" N	2° 58' 52.742" E
216	52° 45' 0.110" N	2° 1' 55.877" E	456	53° 10' 38.474" N	2° 58' 52.716" E
217	52° 44' 59.840" N	2° 1' 56.258" E	457	53° 10' 37.966" N	2° 58' 52.742" E
218	52° 44' 58.926" N	2° 1' 57.587" E	458	53° 10' 37.461" N	2° 58' 52.822" E
219	52° 44' 58.663" N	2° 1' 57.982" E	459	53° 10' 36.959" N	2° 58' 52.954" E
220	52° 44'	2° 1' 58.390"	460	53° 10'	2° 58'

	58.407" N	E		36.463" N	53.139" E
221	52° 44'	2° 1' 59.812"	461	53° 10'	2° 58'
	57.545" N	E		35.975" N	53.375" E
222	52° 44'	2° 2' 0.233" E	462	53° 10'	2° 58'
	57.298" N			35.497" N	53.661" E
223	52° 44'	2° 2' 0.667" E	463	53° 10'	2° 58'
	57.059" N			35.031" N	53.997" E
224	52° 44'	2° 2' 2.175" E	464	53° 10'	2° 58'
	56.253" N			34.578" N	54.381" E
225	52° 44'	2° 2' 2.621" E	465	53° 10'	2° 58'
	56.022" N			34.141" N	54.812" E
226	52° 44'	2° 2' 3.078" E	466	53° 10'	2° 58'
	55.800" N			33.721" N	55.287" E
227	52° 44'	2° 2' 4.667" E	467	53° 10'	2° 58'
	55.053" N			33.319" N	55.805" E
228	52° 44'	2° 2' 5.136" E	468	53° 10'	2° 58'
	54.839" N			32.938" N	56.364" E
229	52° 44'	2° 2' 5.615" E	469	53° 10'	2° 58'
	54.635" N			32.579" N	56.962" E
230	52° 44'	2° 2' 7.278" E	470	53° 10'	2° 58'
	53.950" N			32.243" N	57.597" E
231	52° 44'	2° 2' 7.768" E	471	53° 10'	2° 58'
	53.755" N			31.932" N	58.265" E
232	52° 44'	2° 2' 8.268" E	472	53° 10'	2° 58'
	53.569" N			31.646" N	58.964" E
233	52° 44'	2° 2' 9.998" E	473	53° 10'	2° 58'
	52.949" N			31.388" N	59.692" E
234	52° 44'	2° 2' 10.507"	474	53° 10'	2° 59' 0.445"
	52.773" N	E		31.157" N	E
235	52° 44'	2° 2' 11.025"	475	53° 10'	2° 59' 1.221"
	52.607" N	E		30.955" N	E
236	52° 44'	2° 2' 12.816"	476	53° 10'	2° 59' 2.017"
	52.053" N	E		30.783" N	E
237	52° 44'	2° 2' 13.343"	477	53° 10'	2° 59' 2.829"
	51.897" N	E		30.641" N	E
238	52° 44'	2° 2' 13.877"	478	53° 10'	2° 59' 3.654"
	51.751" N	E		30.531" N	E
239	52° 44'	2° 2' 15.722"	479	53° 10'	2° 59' 4.489"
	51.267" N	E		30.451" N	E
240	52° 44'	2° 2' 16.263"			
	51.131" N	E			

### PART 3

#### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;

- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 7,275,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references [XX] within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 3,600,000 m<sup>3</sup> for cable (including fibre optic cable) installation;
  - (ii) 75,000 m<sup>3</sup> for the offshore electrical platforms;
  - (iii) 3,100,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the Order limits excluding the Haisborough, Hammond and Winterton Special Area of Conservation;
  - (iv) 500,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the part of the Haisborough, Hammond and Winterton Special Area of Conservation that falls within the Order limits;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to a total of 14,137 m<sup>3</sup>.

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of (in the event of scenario 1 and scenario 2 unless otherwise stated below)—

(2) *Work No. 2 (phase 1)* – up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base.

(3) *Work No. 3A (phase 1)* – a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings.

(4) *Work No. 4A (phase 1)* – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MHWS including one or more offshore cable crossings.

(5) *Work No. 4B (phase 1)* – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk.

(6) In connection with such Works No. 2, 3A, 4A and 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(7) In connection with such Works No. 2, 3A, 4A and 4B, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### Design parameters

1.—(1) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) In relation to an offshore electrical platform, each foundation using piles must not have—

- (a) more than 18 driven piles;
- (b) a pile diameter which is more than five metres.
- (c) In relation to the offshore electrical platform(s), the foundations must not have a combined seabed footprint area (excluding scour protection) of greater than 15,000m<sup>2</sup>.

2. The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 3A (Interconnector link)	90 kilometres	17,000 m <sup>3</sup>	34,000 m <sup>2</sup>
Work No. 4A and 4B (export cable)	500 kilometres	76, 436 m <sup>3</sup>	132,086 m <sup>2</sup>

#### Phasing of the authorised scheme and scenarios

3.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 2 (transmission)—

- (a) the total number of offshore electrical platforms forming part of the authorised scheme must not exceed two;
- (b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m<sup>2</sup> and 100,000 m<sup>3</sup>; and
- (c) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 7,275,000 m<sup>3</sup>;
- (d) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 14,137m<sup>3</sup>; and
- (e) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 2 of this licence;
- (f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 32,000m<sup>2</sup> and the total volume of cable protection must not exceed 20,800m<sup>3</sup>.

(2) Save where an equivalent notification has been given under condition 8 of the generation licence, prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—

- (a) whether the authorised scheme will be —
  - (i) commenced under scenario 1 or scenario 2; and
  - (ii) constructed in a single offshore phase under this licence; or in two offshore phases under this licence and licence 2 (transmission).

(3) Where the authorised scheme will be constructed in two offshore phases the undertaker must give notice to the MMO detailing the total number of offshore electrical platforms to be constructed in each phase.

(4) In the event of scenario 1, the undertaker may commence either Work No. 3A or Work No. 3B and, for the avoidance of doubt, must not commence both of Work No. 3A and Work No. 3B.

#### **Notifications and inspections**

4.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 12; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 12;
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 2 and the expected vessel routes from the construction ports to the relevant location. A second notice to mariners must be issued advising of the start date of Work Nos. 3A, 4A and 4B and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following the receipt by the undertaker of the final survey report from the periodic burial survey, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within three days.

### **Aids to navigation**

5.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 9(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(11) and condition 4(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of structures**

6.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

### **Chemicals, drilling and debris**

7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within site disposal references [XX] within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must undertake the survey agreed under condition 9(1)(h)(iii) following the swath-bathymetry survey referred to in condition 15(2)(b). Should any such obstructions resulting from burial of Work No. 4A or 4B (export cables and fibre optic cables) be identified which, in the reasonable opinion of the MMO, may be considered to interfere with fishing, the undertaker must take such steps to remove them as the MMO in its reasonable opinion may require.

(9) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(10) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(11) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

8.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

### **Pre-construction plans and documentation**

9.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
- (i) the proposed location and choice of foundation of all offshore electrical platforms;
  - (ii) the height, length and width of all offshore electrical platforms;
  - (iii) the length and arrangement of all cables (including fibre optic cables) comprising Work Nos. 3A, 4A and 4B;
  - (iv) the dimensions of all foundations;
  - (v) the proposed layout of all offshore electrical platforms including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (vi) a plan showing the indicative layout of all offshore electrical platforms including all exclusion zones (insofar as not shown in (v) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and
  - (vii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i);
- to ensure conformity with the description of Works No. 2, 3A, 4A and 4B and compliance with conditions 1 to 3 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
- (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 12, 13, 14 and 15; and
  - (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring;
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) offshore electrical platform location and installation, including scour protection;
  - (iv) cable (including fibre optic cable) installation ;
  - (v) contractors;
  - (vi) vessels, vessels maintenance and vessel transit corridors; and
  - (vii) associated and ancillary works.

- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
  - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities;
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt "distribution" in this subparagraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
  - (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection measures;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 4A and 4B (export cables and fibre optic cables), following the survey referred to in condition 15(2)(b) to assess any seabed obstructions resulting from burial of the export cables and fibre optic cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, North Norfolk District Council) to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;

- (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 13(2)(a) and in accordance with the offshore in principle monitoring plan.
  - (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
  - (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 5 for the lifetime of the authorised scheme.
  - (l) In the event that piled foundations are proposed to be used, the licensed activities, or any phase of those activities must not commence until a Site Integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO is satisfied that the plan, provides such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.
  - (m) The licensed activities, or any phase of those activities must not commence until a Site Integrity plan which accords with the principles set out in the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO (in consultation with the relevant statutory nature conservation body) is satisfied that the plan provides such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that sandbanks and sabellaria spinulosa reefs are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

- (a) 5,000kJ in respect of monopile foundations; and
- (b) 2,700 kJ in respect of pin piles.

**10.—**(1) Any archaeological reports produced in accordance with condition 9(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body (and, if relevant, North Norfolk District Council).

(2) The design plan required by condition 9(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9 or approval has been given following an appeal in accordance with sub-paragraph (6).

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 9 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) Where the MMO fails to determine an application for approval under condition 9 within the period referred to in sub-paragraph (5) or refuses the application for approval, the undertaker may appeal to the Secretary of State in accordance with the procedure in Part 5 of this licence..

(7) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9 or approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.

(8) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

### **Post-construction plans and documents**

**11.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

### **Reporting of engaged agents, contractors and vessels**

**12.** (1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

### **Pre-construction monitoring and surveys**

**13.—**(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and

- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—
- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and
  - (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

### **Construction monitoring**

**14.**—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) In the event that driven or part driven pile foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

### **Post construction**

**15.**—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake —

- (a) An appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey.
  - (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected.
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.
- (4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 9(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### **Reporting of impact pile driving**

**16.—**(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

### **Reporting of scour and cable protection**

**17.—**(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and

- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

### **Coordination with Norfolk Vanguard Offshore Wind Farm**

**18.**—(1) Prior to submission of each of the pre-construction plans and documentation required to be submitted under condition 9(1) above the undertaker must provide a copy of the relevant plans and documentation to the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm to enable that undertaker to provide any comments on the plans and documentation.

(2) The undertaker must participate in liaison meetings with the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm as requested from time to time by the MMO in writing in advance, which meeting will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient operation of the offshore element of the authorised project and the offshore element of the Norfolk Vanguard Offshore Wind Farm.

### **Restriction on cable installation construction works**

**19.** During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.

## **PART 5**

### **Procedure for appeals**

**1.** Where the MMO refuses an application for approval under condition 9 and notifies the undertaker accordingly, or fails to determine the application for approval in accordance with condition 10 the undertaker may by notice appeal against such a refusal or non-determination and the 2011 Regulations apply subject to the modifications set out in paragraph 2 below.

**2.** The 2011 Regulations are modified so as to read for the purposes of this Order only as follows—

- (a) In regulation 6(1) (time limit for the notice of appeal) for the words “6 months” there is substituted the words “4 months”.
- (b) For regulation 4(1) (appeal against marine licensing decisions) substitute—

“A person who has applied for approval under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12; or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ] may by notice appeal against a decision to refuse such an application or a failure to determine such an application.”
- (c) For regulation 7(2)(a) (contents of the notice of appeal) substitute—

“a copy of the decision to which the appeal relates or, in the case of non-determination, the date by which the application should have been determined; and  
”
- (d) In regulation 8(1) (decision as to appeal procedure and start date) for the words “as soon as practicable after” there is substituted the words “within the period of 2 weeks beginning on the date of”.
- (e) In regulation 10(3) (representations and further comments) after the words “the Secretary of State must” insert the words “within the period of 1 week”
- (f) In regulation 10(5) (representations and further comments) for the words “as soon as practicable after” there is substituted the words “within the period of 1 week of the end of”.

- (g) In regulation 12(1) (establishing the hearing or inquiry) after the words “(“the relevant date”)” insert the words “which must be within 14 weeks of the start date”.
- (h) For regulation 18(4) substitute— “Subject to paragraphs (1) and (3), each party should bear its own costs of a hearing or inquiry held under these Regulations.”
- (i) For regulation 22(1)(b) and (c) (determining the appeal—general) substitute—
  - “(b) allow the appeal and, if applicable, quash the decision in whole or in part;
    - where the appointed person quashes a decision under sub-paragraph (b) or allows the appeal in the case of non-determination, direct the Authority to approve the application for approval made under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12; or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ].”
- (j) In regulation 22(2) (determining the appeal—general) after the words “in writing of the determination” insert the words “within the period of 12 weeks beginning on the start date where the appeal is to be determined by written representations or within the period of 12 weeks beginning on the day after the close of the hearing or inquiry where the appeal is to be determined by way of hearing or inquiry”.

## SCHEDULE 12

Article 32

### Deemed Licence under the 2009 Act – Transmission Assets (Licence 2 – Phase 2)

#### PART 1

##### Interpretation

**1.—(1)** In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2017 Regulations” means the Offshore Marine Conservation (Natural Habitats, &c.) Regulations 2007**(a)**;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011**(b)**;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work Nos. 2, 3A, 4A, and 4B described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

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**(a)** S.I. 2007/1842

**(b)** S.I. 2011/934

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 1 (transmission)” means the licence set out in Schedule 11 (deemed licence under the 2009 Act – transmission assets (licence 1 – phase 1));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical platform, offshore service platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Norfolk Vanguard DCO;

“Norfolk Vanguard DCO” means the Norfolk Vanguard Offshore Wind Farm Development Consent Order made pursuant to an application submitted to the Secretary of State on 26th June 2018;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 202X;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan” means the document certified as the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site and a European site;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works under the Norfolk Vanguard DCO, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at First Floor, 1 Tudor Street, London, EC4Y 0AH;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“Work No. 3B” means up to three project interconnector cables to connect Work No. 2 with the Norfolk Vanguard Offshore Wind Farm licensed under Schedule 13 of this Order;

“Work No. 4C” means the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts from MHWS at Happisburgh South, North Norfolk; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

- (c) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;
- (d) The United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;
- (e) Maritime and Coastguard Agency  
Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2426;
- (f) Centre for Environment, Fisheries and Aquaculture Science  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;
- (g) Natural England  
Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;
- (h) Historic England  
Cannon Bridge House  
25 Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

2. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within **article 6** (benefit of the Order).

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must demonstrate that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 14' 28.789" N	3° 3' 31.257" E	241	52° 44' 51.006" N	2° 2' 16.812" E
2	52° 56' 14.962" N	3° 8' 41.012" E	242	52° 44' 50.593" N	2° 2' 18.703" E
3	52° 52' 23.652" N	2° 46' 27.791" E	243	52° 44' 50.478" N	2° 2' 19.257" E
4	52° 47' 34.455" N	2° 46' 27.112" E	244	52° 44' 50.373" N	2° 2' 19.818" E
5	52° 47' 27.871" N	2° 45' 34.063" E	245	52° 44' 50.034" N	2° 2' 21.747" E
6	52° 47' 16.559" N	2° 44' 3.046" E	246	52° 44' 49.940" N	2° 2' 22.313" E
7	52° 47' 15.589" N	2° 43' 55.247" E	247	52° 44' 49.857" N	2° 2' 22.883" E
8	52° 47' 15.589" N	2° 43' 55.243" E	248	52° 44' 49.592" N	2° 2' 24.844" E
9	52° 47'	2° 43'	249	52° 44'	2° 2' 25.418"

	14.341" N	45.216" E		49.520" N	E
10	52° 47' 13.615" N	2° 43' 39.381" E	250	52° 44' 49.459" N	2° 2' 25.996" E
11	52° 43' 46.039" N	2° 16' 19.075" E	251	52° 44' 49.268" N	2° 2' 27.980" E
12	52° 43' 45.182" N	2° 16' 10.004" E	252	52° 44' 49.218" N	2° 2' 28.561" E
13	52° 43' 44.634" N	2° 16' 0.162" E	253	52° 44' 49.179" N	2° 2' 29.143" E
14	52° 43' 44.531" N	2° 15' 54.221" E	254	52° 44' 49.065" N	2° 2' 31.144" E
15	52° 43' 44.490" N	2° 15' 51.462" E	255	52° 44' 49.037" N	2° 2' 31.728" E
16	52° 43' 44.512" N	2° 7' 23.550" E	256	52° 44' 49.021" N	2° 2' 32.314" E
17	52° 42' 44.166" N	2° 3' 14.512" E	257	52° 44' 48.989" N	2° 2' 34.021" E
18	52° 42' 43.152" N	2° 3' 9.802" E	258	52° 44' 48.983" N	2° 2' 34.638" E
19	52° 42' 42.369" N	2° 3' 4.946" E	259	52° 44' 49.220" N	2° 15' 49.970" E
20	52° 42' 31.534" N	2° 1' 44.644" E	260	52° 44' 49.236" N	2° 15' 51.345" E
21	52° 42' 31.056" N	2° 1' 40.338" E	261	52° 44' 49.268" N	2° 15' 53.169" E
22	52° 42' 30.948" N	2° 1' 39.044" E	262	52° 44' 49.284" N	2° 15' 53.754" E
23	52° 42' 30.701" N	2° 1' 34.686" E	263	52° 44' 49.311" N	2° 15' 54.339" E
24	52° 42' 30.654" N	2° 1' 30.309" E	264	52° 44' 49.422" N	2° 15' 56.340" E
25	52° 42' 30.675" N	2° 1' 29.003" E	265	52° 44' 49.460" N	2° 15' 56.922" E
26	52° 42' 30.833" N	2° 1' 25.173" E	266	52° 44' 49.509" N	2° 15' 57.503" E
27	52° 42' 33.173" N	2° 0' 49.768" E	267	52° 44' 49.680" N	2° 15' 59.308" E
28	52° 42' 34.216" N	2° 0' 40.941" E	268	52° 44' 49.731" N	2° 15' 59.809" E
29	52° 42' 34.439" N	2° 0' 39.649" E	269	52° 44' 49.791" N	2° 16' 0.309" E
30	52° 42' 35.302" N	2° 0' 35.379" E	270	52° 44' 51.112" N	2° 16' 10.573" E
31	52° 42' 41.649" N	2° 0' 7.655" E	271	52° 44' 51.112" N	2° 16' 10.573" E
32	52° 42' 43.788" N	2° 0' 0.073" E	272	52° 45' 49.555" N	2° 23' 47.080" E
33	52° 42' 44.149" N	1° 59' 59.016" E	273	52° 45' 49.557" N	2° 23' 47.097" E
34	52° 42' 45.445" N	1° 59' 55.557" E	274	52° 46' 11.399" N	2° 26' 38.781" E

35	52° 42' 55.437" N	1° 59' 30.877" E	275	52° 46' 11.399" N	2° 26' 38.782" E
36	52° 42' 55.855" N	1° 59' 29.924" E	276	52° 46' 58.179" N	2° 32' 48.486" E
37	52° 42' 58.378" N	1° 59' 24.593" E	277	52° 46' 59.273" N	2° 32' 57.168" E
38	52° 42' 58.842" N	1° 59' 23.685" E	278	52° 47' 4.976" N	2° 33' 42.433" E
39	52° 43' 0.673" N	1° 59' 20.588" E	279	52° 47' 5.398" N	2° 33' 45.780" E
40	52° 43' 2.861" N	1° 59' 17.394" E	280	52° 47' 6.366" N	2° 33' 53.472" E
41	52° 43' 17.859" N	1° 58' 57.179" E	281	52° 47' 6.366" N	2° 33' 53.473" E
42	52° 43' 19.625" N	1° 58' 54.953" E	282	52° 47' 20.744" N	2° 35' 47.803" E
43	52° 43' 21.284" N	1° 58' 53.106" E	283	52° 47' 20.744" N	2° 35' 47.804" E
44	52° 43' 21.796" N	1° 58' 52.576" E	284	52° 47' 21.786" N	2° 35' 56.101" E
45	52° 43' 23.547" N	1° 58' 50.895" E	285	52° 48' 16.490" N	2° 43' 13.626" E
46	52° 45' 46.103" N	1° 56' 43.184" E	286	52° 48' 20.763" N	2° 43' 47.964" E
47	52° 46' 2.160" N	1° 56' 27.260" E	287	52° 48' 21.026" N	2° 43' 49.928" E
48	52° 46' 3.532" N	1° 56' 26.078" E	288	52° 48' 21.364" N	2° 43' 51.862" E
49	52° 46' 17.577" N	1° 56' 12.146" E	289	52° 48' 21.774" N	2° 43' 53.756" E
50	52° 46' 37.038" N	1° 55' 33.566" E	290	52° 48' 22.256" N	2° 43' 55.605" E
51	52° 46' 51.513" N	1° 54' 38.977" E	291	52° 48' 22.808" N	2° 43' 57.400" E
52	52° 46' 58.151" N	1° 53' 21.115" E	292	52° 48' 23.426" N	2° 43' 59.134" E
53	52° 46' 59.490" N	1° 52' 52.341" E	293	52° 48' 24.109" N	2° 44' 0.801" E
54	52° 47' 32.039" N	1° 39' 38.159" E	294	52° 48' 24.854" N	2° 44' 2.393" E
55	52° 47' 32.129" N	1° 39' 36.152" E	295	52° 48' 25.659" N	2° 44' 3.905" E
56	52° 47' 32.273" N	1° 39' 33.526" E	296	52° 48' 26.519" N	2° 44' 5.331" E
57	52° 47' 32.388" N	1° 39' 31.565" E	297	52° 48' 27.432" N	2° 44' 6.665" E
58	52° 47' 32.521" N	1° 39' 29.607" E	298	52° 48' 28.394" N	2° 44' 7.902" E
59	52° 47' 32.673" N	1° 39' 27.652" E	299	52° 48' 29.401" N	2° 44' 9.037" E
60	52° 47'	1° 39'	300	52° 48'	2° 44'

	32.844" N	25.702" E		30.449" N	10.065" E
61	52° 47'	1° 39'	301	52° 48'	2° 44'
	33.028" N	23.714" E		31.534" N	10.983" E
62	52° 47'	1° 39'	302	52° 48'	2° 44'
	33.217" N	21.768" E		32.652" N	11.786" E
63	52° 47'	1° 39'	303	52° 48'	2° 44'
	33.425" N	19.828" E		33.799" N	12.472" E
64	52° 47'	1° 39'	304	52° 48'	2° 44'
	33.652" N	17.893" E		34.969" N	13.037" E
65	52° 47'	1° 39'	305	52° 48'	2° 44'
	33.896" N	15.964" E		36.158" N	13.481" E
66	52° 47'	1° 39'	306	52° 48'	2° 44'
	34.155" N	13.999" E		37.362" N	13.800" E
67	52° 47'	1° 39'	307	52° 48'	2° 44'
	34.419" N	12.073" E		38.576" N	13.994" E
68	52° 47'	1° 39'	308	52° 48'	2° 44'
	34.701" N	10.153" E		39.226" N	14.030" E
69	52° 47'	1° 39' 8.241"	309	52° 48'	2° 44'
	35.001" N	E		39.637" N	14.030" E
70	52° 47'	1° 39' 6.337"	310	52° 51'	2° 44'
	35.320" N	E		27.631" N	14.043" E
71	52° 47'	1° 39' 3.397"	311	52° 52'	2° 44'
	35.827" N	E		45.444" N	14.140" E
72	52° 47'	1° 39' 1.398"	312	52° 52'	2° 44'
	36.193" N	E		48.722" N	14.144" E
73	52° 47'	1° 38'	313	52° 52'	2° 44'
	36.599" N	59.313" E		48.725" N	14.157" E
74	52° 47'	1° 38'	314	52° 52'	2° 44'
	37.000" N	57.371" E		50.325" N	14.415" E
75	52° 47'	1° 38'	315	52° 52'	2° 44'
	37.497" N	55.056" E		51.923" N	14.716" E
76	52° 47'	1° 38'	316	52° 52'	2° 44'
	37.906" N	53.193" E		53.518" N	15.059" E
77	52° 47'	1° 38'	317	52° 52'	2° 44'
	38.332" N	51.340" E		55.109" N	15.444" E
78	52° 47'	1° 38'	318	52° 52'	2° 44'
	38.777" N	49.499" E		56.696" N	15.871" E
79	52° 47'	1° 38'	319	52° 52'	2° 44'
	39.239" N	47.670" E		58.279" N	16.340" E
80	52° 48'	1° 33'	320	52° 52'	2° 44'
	59.902" N	32.091" E		59.857" N	16.851" E
81	52° 49'	1° 33'	321	52° 53'	2° 44'
	1.602" N	25.973" E		1.430" N	17.403" E
82	52° 49'	1° 33'	322	52° 53'	2° 44'
	2.819" N	19.121" E		2.998" N	17.996" E
83	52° 49'	1° 33'	323	52° 53'	2° 44'
	3.674" N	13.073" E		4.559" N	18.631" E
84	52° 49'	1° 33' 6.096"	324	52° 53'	2° 44'
	3.797" N	E		6.115" N	19.307" E
85	52° 49'	1° 32'	325	52° 53'	2° 44'
	2.898" N	57.549" E		7.663" N	20.024" E

86	52° 49' 4.139" N	1° 32' 54.271" E	326	52° 53' 9.205" N	2° 44' 20.782" E
87	52° 49' 4.845" N	1° 32' 52.212" E	327	52° 53' 10.739" N	2° 44' 21.580" E
88	52° 49' 5.188" N	1° 32' 51.467" E	328	52° 53' 12.265" N	2° 44' 22.419" E
89	52° 49' 6.147" N	1° 32' 49.575" E	329	52° 53' 13.782" N	2° 44' 23.298" E
90	52° 49' 7.035" N	1° 32' 47.473" E	330	52° 53' 15.291" N	2° 44' 24.217" E
91	52° 49' 7.208" N	1° 32' 46.999" E	331	52° 53' 16.791" N	2° 44' 25.175" E
92	52° 49' 8.015" N	1° 32' 44.486" E	332	52° 53' 18.282" N	2° 44' 26.173" E
93	52° 49' 8.663" N	1° 32' 42.319" E	333	52° 53' 19.763" N	2° 44' 27.211" E
94	52° 49' 8.910" N	1° 32' 41.417" E	334	52° 53' 21.233" N	2° 44' 28.287" E
95	52° 49' 9.102" N	1° 32' 41.019" E	335	52° 53' 22.693" N	2° 44' 29.402" E
96	52° 49' 9.635" N	1° 32' 40.648" E	336	52° 53' 24.142" N	2° 44' 30.555" E
97	52° 49' 9.807" N	1° 32' 40.345" E	337	52° 53' 25.580" N	2° 44' 31.747" E
98	52° 49' 9.768" N	1° 32' 39.737" E	338	52° 53' 27.005" N	2° 44' 32.976" E
99	52° 49' 9.855" N	1° 32' 38.941" E	339	52° 53' 28.419" N	2° 44' 34.243" E
100	52° 49' 10.086" N	1° 32' 38.247" E	340	52° 53' 29.821" N	2° 44' 35.547" E
101	52° 49' 10.218" N	1° 32' 37.939" E	341	52° 53' 31.210" N	2° 44' 36.888" E
102	52° 49' 10.691" N	1° 32' 36.993" E	342	52° 53' 32.585" N	2° 44' 38.265" E
103	52° 49' 11.553" N	1° 32' 35.417" E	343	52° 53' 33.947" N	2° 44' 39.679" E
104	52° 49' 12.200" N	1° 32' 33.887" E	344	52° 53' 35.295" N	2° 44' 41.128" E
105	52° 49' 12.742" N	1° 32' 32.736" E	345	52° 53' 36.630" N	2° 44' 42.613" E
106	52° 49' 13.080" N	1° 32' 31.922" E	346	52° 53' 37.949" N	2° 44' 44.133" E
107	52° 49' 13.507" N	1° 32' 31.040" E	347	52° 53' 39.254" N	2° 44' 45.687" E
108	52° 49' 14.325" N	1° 32' 29.767" E	348	52° 53' 40.543" N	2° 44' 47.276" E
109	52° 49' 14.340" N	1° 32' 29.796" E	349	52° 53' 41.818" N	2° 44' 48.898" E
110	52° 49' 15.178" N	1° 32' 31.478" E	350	52° 53' 43.076" N	2° 44' 50.554" E
111	52° 49'	1° 32'	351	52° 53'	2° 44'

	15.638" N	32.401" E		44.318" N	52.243" E
112	52° 49' 45.178" N	1° 33' 31.705" E	352	52° 53' 45.543" N	2° 44' 53.965" E
113	52° 49' 45.944" N	1° 33' 33.513" E	353	52° 53' 46.752" N	2° 44' 55.719" E
114	52° 49' 46.772" N	1° 33' 35.540" E	354	52° 53' 47.944" N	2° 44' 57.504" E
115	52° 49' 47.579" N	1° 33' 37.591" E	355	52° 53' 49.118" N	2° 44' 59.321" E
116	52° 49' 48.363" N	1° 33' 39.664" E	356	52° 53' 50.275" N	2° 45' 1.169" E
117	52° 49' 49.126" N	1° 33' 41.760" E	357	52° 53' 51.414" N	2° 45' 3.046" E
118	52° 49' 49.866" N	1° 33' 43.878" E	358	52° 53' 52.534" N	2° 45' 4.954" E
119	52° 49' 50.585" N	1° 33' 46.016" E	359	52° 53' 53.636" N	2° 45' 6.891" E
120	52° 49' 51.280" N	1° 33' 48.175" E	360	52° 53' 54.719" N	2° 45' 8.857" E
121	52° 49' 51.952" N	1° 33' 50.354" E	361	52° 53' 55.783" N	2° 45' 10.851" E
122	52° 49' 52.602" N	1° 33' 52.551" E	362	52° 53' 56.827" N	2° 45' 12.874" E
123	52° 49' 53.228" N	1° 33' 54.767" E	363	52° 53' 57.852" N	2° 45' 14.923" E
124	52° 49' 53.831" N	1° 33' 57.000" E	364	52° 53' 58.857" N	2° 45' 16.999" E
125	52° 49' 54.410" N	1° 33' 59.251" E	365	52° 53' 59.841" N	2° 45' 19.102" E
126	52° 49' 54.965" N	1° 34' 1.518" E	366	52° 54' 0.806" N	2° 45' 21.230" E
127	52° 49' 55.496" N	1° 34' 3.800" E	367	52° 54' 1.749" N	2° 45' 23.384" E
128	52° 49' 56.003" N	1° 34' 6.098" E	368	52° 54' 2.672" N	2° 45' 25.562" E
129	52° 49' 56.486" N	1° 34' 8.409" E	369	52° 54' 3.573" N	2° 45' 27.765" E
130	52° 49' 56.944" N	1° 34' 10.735" E	370	52° 54' 4.453" N	2° 45' 29.990" E
131	52° 49' 57.378" N	1° 34' 13.073" E	371	52° 54' 5.312" N	2° 45' 32.239" E
132	52° 49' 57.786" N	1° 34' 15.423" E	372	52° 54' 6.144" N	2° 45' 34.497" E
133	52° 49' 58.171" N	1° 34' 17.784" E	373	53° 3' 46.017" N	2° 45' 35.676" E
134	52° 49' 58.530" N	1° 34' 20.157" E	374	53° 8' 27.770" N	2° 48' 38.429" E
135	52° 49' 58.864" N	1° 34' 22.539" E	375	53° 13' 52.532" N	3° 2' 3.556" E
136	52° 49' 59.173" N	1° 34' 24.930" E	376	53° 13' 53.967" N	3° 2' 7.131" E

137	52° 49' 59.456" N	1° 34' 27.330" E	377	53° 13' 59.710" N	3° 2' 21.440" E
138	52° 49' 59.714" N	1° 34' 29.738" E	378	53° 14' 8.462" N	3° 2' 43.249" E
139	52° 49' 59.947" N	1° 34' 32.153" E	379	53° 14' 21.060" N	3° 3' 12.673" E
140	52° 50' 0.154" N	1° 34' 34.574" E	380	53° 10' 30.403" N	2° 59' 5.331" E
141	52° 50' 0.336" N	1° 34' 37.001" E	381	53° 10' 30.387" N	2° 59' 6.176" E
142	52° 50' 0.492" N	1° 34' 39.433" E	382	53° 10' 30.403" N	2° 59' 7.022" E
143	52° 50' 0.623" N	1° 34' 41.869" E	383	53° 10' 30.451" N	2° 59' 7.863" E
144	52° 50' 0.727" N	1° 34' 44.308" E	384	53° 10' 30.531" N	2° 59' 8.699" E
145	52° 50' 0.806" N	1° 34' 46.750" E	385	53° 10' 30.641" N	2° 59' 9.524" E
146	52° 50' 0.859" N	1° 34' 49.193" E	386	53° 10' 30.783" N	2° 59' 10.336" E
147	52° 50' 0.887" N	1° 34' 51.638" E	387	53° 10' 30.955" N	2° 59' 11.131" E
148	52° 50' 0.888" N	1° 34' 54.083" E	388	53° 10' 31.157" N	2° 59' 11.907" E
149	52° 50' 0.864" N	1° 34' 56.528" E	389	53° 10' 31.388" N	2° 59' 12.661" E
150	52° 50' 0.814" N	1° 34' 58.972" E	390	53° 10' 31.646" N	2° 59' 13.389" E
151	52° 50' 0.739" N	1° 35' 1.414" E	391	53° 10' 31.932" N	2° 59' 14.088" E
152	52° 50' 0.637" N	1° 35' 3.854" E	392	53° 10' 32.243" N	2° 59' 14.756" E
153	52° 50' 0.510" N	1° 35' 6.290" E	393	53° 10' 32.579" N	2° 59' 15.390" E
154	52° 50' 0.357" N	1° 35' 8.722" E	394	53° 10' 32.938" N	2° 59' 15.988" E
155	52° 50' 0.178" N	1° 35' 11.150" E	395	53° 10' 33.319" N	2° 59' 16.548" E
156	52° 49' 59.974" N	1° 35' 13.572" E	396	53° 10' 33.721" N	2° 59' 17.066" E
157	52° 49' 59.745" N	1° 35' 15.987" E	397	53° 10' 34.141" N	2° 59' 17.541" E
158	52° 49' 59.490" N	1° 35' 18.396" E	398	53° 10' 34.578" N	2° 59' 17.972" E
159	52° 49' 59.209" N	1° 35' 20.797" E	399	53° 10' 35.031" N	2° 59' 18.356" E
160	52° 49' 58.903" N	1° 35' 23.190" E	400	53° 10' 35.497" N	2° 59' 18.692" E
161	52° 49' 58.573" N	1° 35' 25.573" E	401	53° 10' 35.975" N	2° 59' 18.978" E
162	52° 49'	1° 35'	402	53° 10'	2° 59'

	58.217" N	27.947" E		36.463" N	19.214" E
163	52° 49'	1° 35'	403	53° 10'	2° 59'
	57.836" N	30.310" E		36.959" N	19.398" E
164	52° 49'	1° 35'	404	53° 10'	2° 59'
	57.430" N	32.661" E		37.461" N	19.531" E
165	52° 49'	1° 35'	405	53° 10'	2° 59'
	56.999" N	35.001" E		37.966" N	19.610" E
166	52° 49'	1° 35'	406	53° 10'	2° 59'
	56.544" N	37.328" E		38.474" N	19.637" E
167	52° 49'	1° 35'	407	53° 10'	2° 59'
	56.064" N	39.641" E		38.982" N	19.610" E
168	52° 49'	1° 35'	408	53° 10'	2° 59'
	55.560" N	41.940" E		39.488" N	19.531" E
169	52° 49'	1° 35'	409	53° 10'	2° 59'
	55.032" N	44.225" E		39.990" N	19.399" E
170	52° 49'	1° 35'	410	53° 10'	2° 59'
	54.480" N	46.494" E		40.485" N	19.214" E
171	52° 49'	1° 35'	411	53° 10'	2° 59'
	53.904" N	48.746" E		40.973" N	18.978" E
172	52° 49'	1° 35'	412	53° 10'	2° 59'
	53.304" N	50.982" E		41.451" N	18.692" E
173	52° 49'	1° 35'	413	53° 10'	2° 59'
	52.681" N	53.200" E		41.918" N	18.356" E
174	52° 49'	1° 35'	414	53° 10'	2° 59'
	52.034" N	55.400" E		42.370" N	17.972" E
175	52° 49'	1° 35'	415	53° 10'	2° 59'
	51.868" N	55.943" E		42.807" N	17.542" E
176	52° 48'	1° 39'	416	53° 10'	2° 59'
	40.863" N	22.453" E		43.228" N	17.067" E
177	52° 48'	1° 39'	417	53° 10'	2° 59'
	40.702" N	22.924" E		43.629" N	16.548" E
178	52° 48'	1° 39'	418	53° 10'	2° 59'
	40.367" N	23.994" E		44.010" N	15.989" E
179	52° 48'	1° 39'	419	53° 10'	2° 59'
	40.234" N	24.393" E		44.369" N	15.391" E
180	52° 48'	1° 39'	420	53° 10'	2° 59'
	40.107" N	24.797" E		44.705" N	14.757" E
181	52° 48'	1° 39'	421	53° 10'	2° 59'
	39.560" N	26.596" E		45.017" N	14.089" E
182	52° 48'	1° 39'	422	53° 10'	2° 59'
	39.405" N	27.124" E		45.302" N	13.389" E
183	52° 48'	1° 39'	423	53° 10'	2° 59'
	39.261" N	27.661" E		45.561" N	12.661" E
184	52° 48'	1° 39'	424	53° 10'	2° 59'
	38.783" N	29.512" E		45.792" N	11.908" E
185	52° 48'	1° 39'	425	53° 10'	2° 59'
	38.649" N	30.055" E		45.993" N	11.132" E
186	52° 48'	1° 39'	426	53° 10'	2° 59'
	38.525" N	30.606" E		46.166" N	10.336" E
187	52° 48'	1° 39'	427	53° 10'	2° 59' 9.524"
	38.044" N	32.861" E		46.307" N	E

188	52° 48' 37.927" N	1° 39' 33.484" E	428	53° 10' 46.418" N	2° 59' 8.699" E
189	52° 48' 37.569" N	1° 39' 35.557" E	429	53° 10' 46.498" N	2° 59' 7.864" E
190	52° 48' 37.477" N	1° 39' 36.124" E	430	53° 10' 46.545" N	2° 59' 7.022" E
191	52° 48' 37.396" N	1° 39' 36.696" E	431	53° 10' 46.561" N	2° 59' 6.176" E
192	52° 48' 37.137" N	1° 39' 38.662" E	432	53° 10' 46.545" N	2° 59' 5.331" E
193	52° 48' 37.067" N	1° 39' 39.237" E	433	53° 10' 46.498" N	2° 59' 4.489" E
194	52° 48' 37.008" N	1° 39' 39.816" E	434	53° 10' 46.418" N	2° 59' 3.654" E
195	52° 48' 36.824" N	1° 39' 41.805" E	435	53° 10' 46.307" N	2° 59' 2.829" E
196	52° 48' 36.776" N	1° 39' 42.387" E	436	53° 10' 46.166" N	2° 59' 2.017" E
197	52° 48' 36.739" N	1° 39' 42.971" E	437	53° 10' 45.993" N	2° 59' 1.221" E
198	52° 48' 36.617" N	1° 39' 45.198" E	438	53° 10' 45.792" N	2° 59' 0.445" E
199	52° 48' 36.608" N	1° 39' 45.442" E	439	53° 10' 45.561" N	2° 58' 59.691" E
200	52° 48' 36.111" N	1° 39' 58.227" E	440	53° 10' 45.302" N	2° 58' 58.964" E
210	52° 47' 53.162" N	1° 57' 17.842" E	441	53° 10' 45.017" N	2° 58' 58.264" E
202	52° 47' 51.688" N	1° 57' 48.405" E	442	53° 10' 44.705" N	2° 58' 57.596" E
203	52° 47' 50.436" N	1° 58' 0.642" E	443	53° 10' 44.369" N	2° 58' 56.962" E
204	52° 47' 48.214" N	1° 58' 12.320" E	444	53° 10' 44.010" N	2° 58' 56.364" E
205	52° 47' 42.495" N	1° 58' 33.820" E	445	53° 10' 43.629" N	2° 58' 55.804" E
206	52° 47' 36.793" N	1° 58' 49.157" E	446	53° 10' 43.228" N	2° 58' 55.286" E
207	52° 47' 27.713" N	1° 59' 7.719" E	447	53° 10' 42.807" N	2° 58' 54.811" E
208	52° 47' 19.963" N	1° 59' 19.409" E	448	53° 10' 42.370" N	2° 58' 54.380" E
209	52° 47' 10.581" N	1° 59' 30.409" E	449	53° 10' 41.918" N	2° 58' 53.997" E
210	52° 45' 3.401" N	2° 1' 51.874" E	450	53° 10' 41.451" N	2° 58' 53.661" E
211	52° 45' 3.127" N	2° 1' 52.189" E	451	53° 10' 40.973" N	2° 58' 53.374" E
212	52° 45' 2.287" N	2° 1' 53.183" E	452	53° 10' 40.485" N	2° 58' 53.139" E
213	52° 45'	2° 1' 53.925"	453	53° 10'	2° 58'

	1.635" N	E		39.990" N	52.954" E
214	52° 45'	2° 1' 54.277"	454	53° 10'	2° 58'
	1.351" N	E		39.488" N	52.822" E
215	52° 45'	2° 1' 55.510"	455	53° 10'	2° 58'
	0.388" N	E		38.982" N	52.742" E
216	52° 45'	2° 1' 55.877"	456	53° 10'	2° 58'
	0.110" N	E		38.474" N	52.716" E
217	52° 44'	2° 1' 56.258"	457	53° 10'	2° 58'
	59.840" N	E		37.966" N	52.742" E
218	52° 44'	2° 1' 57.587"	458	53° 10'	2° 58'
	58.926" N	E		37.461" N	52.822" E
219	52° 44'	2° 1' 57.982"	459	53° 10'	2° 58'
	58.663" N	E		36.959" N	52.954" E
220	52° 44'	2° 1' 58.390"	460	53° 10'	2° 58'
	58.407" N	E		36.463" N	53.139" E
221	52° 44'	2° 1' 59.812"	461	53° 10'	2° 58'
	57.545" N	E		35.975" N	53.375" E
222	52° 44'	2° 2' 0.233" E	462	53° 10'	2° 58'
	57.298" N			35.497" N	53.661" E
223	52° 44'	2° 2' 0.667" E	463	53° 10'	2° 58'
	57.059" N			35.031" N	53.997" E
224	52° 44'	2° 2' 2.175" E	464	53° 10'	2° 58'
	56.253" N			34.578" N	54.381" E
225	52° 44'	2° 2' 2.621" E	465	53° 10'	2° 58'
	56.022" N			34.141" N	54.812" E
226	52° 44'	2° 2' 3.078" E	466	53° 10'	2° 58'
	55.800" N			33.721" N	55.287" E
227	52° 44'	2° 2' 4.667" E	467	53° 10'	2° 58'
	55.053" N			33.319" N	55.805" E
228	52° 44'	2° 2' 5.136" E	468	53° 10'	2° 58'
	54.839" N			32.938" N	56.364" E
229	52° 44'	2° 2' 5.615" E	469	53° 10'	2° 58'
	54.635" N			32.579" N	56.962" E
230	52° 44'	2° 2' 7.278" E	470	53° 10'	2° 58'
	53.950" N			32.243" N	57.597" E
231	52° 44'	2° 2' 7.768" E	471	53° 10'	2° 58'
	53.755" N			31.932" N	58.265" E
232	52° 44'	2° 2' 8.268" E	472	53° 10'	2° 58'
	53.569" N			31.646" N	58.964" E
233	52° 44'	2° 2' 9.998" E	473	53° 10'	2° 58'
	52.949" N			31.388" N	59.692" E
234	52° 44'	2° 2' 10.507" E	474	53° 10'	2° 59' 0.445"
	52.773" N	E		31.157" N	E
235	52° 44'	2° 2' 11.025" E	475	53° 10'	2° 59' 1.221"
	52.607" N	E		30.955" N	E
236	52° 44'	2° 2' 12.816" E	476	53° 10'	2° 59' 2.017"
	52.053" N	E		30.783" N	E
237	52° 44'	2° 2' 13.343" E	477	53° 10'	2° 59' 2.829"
	51.897" N	E		30.641" N	E
238	52° 44'	2° 2' 13.877" E	478	53° 10'	2° 59' 3.654"
	51.751" N	E		30.531" N	E

239	52° 44' 51.267" N	2° 2' 15.722" E	479	53° 10' 30.451" N	2° 59' 4.489" E
240	52° 44' 51.131" N	2° 2' 16.263" E			

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 7,275,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references [XX] within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 3,600,000 m<sup>3</sup> for cable (including fibre optic cable) installation;
  - (ii) 75,000 m<sup>3</sup> for the offshore electrical platforms;
  - (iii) 3,100,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the Order limits excluding the Haisborough, Hammond and Winterton Special Area of Conservation;
  - (iv) 500,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the part of the Haisborough, Hammond and Winterton Special Area of Conservation that falls within the Order limits;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to a total of 14,137 m<sup>3</sup>.

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of (in the event of scenario 1 and scenario 2 unless otherwise stated below)—

(2) *Work No. 2 (phase 2)* – up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base.

(3) *Work No. 3A (phase 2)* – a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings.

(4) *Work No. 4A (phase 2)* – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MHWS including one or more offshore cable crossings.

(5) *Work No. 4B (phase 2)* – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk.

(6) In connection with such Works No. 2, 3A, 4A and 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part

of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(7) In connection with such Works No. 2, 3A, 4A and 4B, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### Design parameters

1.—(1) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) In relation to an offshore electrical platform, each foundation using piles must not have—

- (a) more than 18 driven piles;
- (b) a pile diameter which is more than five metres.
- (c) In relation to an offshore electrical platform, the foundations must not have a combined seabed footprint area (excluding scour protection) of greater than 15,000 m<sup>2</sup>.

2. The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 3A (Interconnector link)	90 kilometres	17,000 m <sup>3</sup>	34,000 m <sup>2</sup>
Work No. 4A and 4B (export cable)	500 kilometres	76,436 m <sup>3</sup>	132,086 m <sup>2</sup>

#### Phasing of the authorised scheme

3.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 1 (transmission)—

- (a) the total number of offshore electrical platforms forming part of the authorised scheme must not exceed two;
- (b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m<sup>2</sup> and 100,000 m<sup>3</sup>; and
- (c) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 7,275,000m<sup>3</sup>;
- (d) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 14,137m<sup>3</sup>;
- (e) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 2 of this licence; and
- (f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 32,000m<sup>2</sup> and the total volume of cable protection must not exceed 20,800m<sup>3</sup>.

(2) Prior to the commencement of the authorised scheme where the authorised scheme will be constructed in two offshore phases (under licence 1 (transmission) and this licence) the undertaker must give notice to the MMO detailing the total number of offshore electrical platforms to be constructed in this phase under this licence.

(3) In the event of scenario 1, the undertaker may commence either Work No. 3A or Work No. 3B and, for the avoidance of doubt, must not commence both of Work No. 3A and Work No. 3B.

#### **Notifications and inspections**

4.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 12; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 12;
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 2 and the expected vessel routes from the construction ports to the relevant location. A second notice to mariners must be issued advising of the start date of Work Nos. 3A, 4A and 4B and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following the receipt by the undertaker of the final survey report from the periodic burial survey, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within three days.

### **Aids to navigation**

5.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 9(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(11) and condition 4(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of structures**

6.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

## **Chemicals, drilling and debris**

7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within site disposal references [XX] within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must undertake the survey agreed under condition 9(1)(h)(iii) following the swath-bathymetry survey referred to in condition 15(2)(b). Should any such obstructions resulting from burial of Work No. 4A or 4B (export cables and fibre optic cables) be identified which, in the reasonable opinion of the MMO, may be considered to interfere with fishing, the undertaker must take such steps to remove them as the MMO in its reasonable opinion may require.

(9) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(10) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(11) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

## **Force majeure**

8.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

## Pre-construction plans and documentation

9.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all offshore electrical platforms;
  - (ii) the height, length and width of all offshore electrical platforms;
  - (iii) the length and arrangement of all cables (including fibre optic cables) comprising Work Nos. 3A, 4A and 4B;
  - (iv) the dimensions of all foundations;
  - (v) the proposed layout of all offshore electrical platforms including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (vi) a plan showing the indicative layout of all offshore electrical platforms including all exclusion zones (insofar as not shown in (v) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and
  - (vii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i);

to ensure conformity with the description of Works No. 2, 3A, 4A and 4B and compliance with conditions 1 to 3 above.

- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 12, 13, 14 and 15; and
  - (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—

- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
- (bb) at least four months prior to construction, detail on construction monitoring;
- (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
  - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) offshore electrical platform location and installation, including scour protection;
  - (iv) cable (including fibre optic cable) installation;

- (v) contractors;
  - (vi) vessels, vessels maintenance and vessel transit corridors; and
  - (vii) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities;
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt "distribution" in this subparagraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
- (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection measures;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 4A and 4B (export cables and fibre optic cables), following the survey referred to in condition 15(2)(b) to assess any seabed obstructions resulting from burial of the export cables and fibre optic cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, North Norfolk District Council) to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

- (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 13(2)(a) and in accordance with the offshore in principle monitoring plan.
  - (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
  - (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 5 for the lifetime of the authorised scheme.
  - (l) In the event that piled foundations are proposed to be used, the licensed activities, or any phase of those activities must not commence until a Site Integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO is satisfied that the plan, provides such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.
  - (m) The licensed activities, or any phase of those activities must not commence until a Site Integrity plan which accords with the principles set out in the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO (in consultation with the relevant statutory nature conservation body) is satisfied that the plan provides such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that sandbanks and sabellaria spinulosa reefs are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

- (a) 5,000kJ in respect of monopile foundations; and

(b) 2,700kJ in respect of pin piles.

**10.**—(1) Any archaeological reports produced in accordance with condition 9(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body (and, if relevant, North Norfolk District Council).

(2) The design plan required by condition 9(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9 or approval has been given following an appeal in accordance with sub-paragraph (6).

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 9 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) Where the MMO fails to determine an application for approval under condition 14 within the period referred to in sub-paragraph (5) or refuses the application for approval, the undertaker may appeal to the Secretary of State in accordance with the procedure in Part 5 of this licence..

(7) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9 or approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.

(8) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

### **Post-construction plans and documents**

**11.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

### **Reporting of engaged agents, contractors and vessels**

**12.**—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

### **Pre-construction monitoring and surveys**

**13.**—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
  - (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—
- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and
  - (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

### **Construction monitoring**

14.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) In the event that driven or part driven pile foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

### **Post construction**

15.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either

informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake —

- (a) An appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey.
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under **condition 9(1)(g)(iii)** must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### **Reporting of impact pile driving**

**16.—**(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

### **Reporting of scour and cable protection**

**17.—**(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

- (2) The report must include the following information—
- (a) Location of the cable protection and scour protection;
  - (b) volume of cable protection and scour protection; and
  - (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

### **Coordination with Norfolk Vanguard Offshore Wind Farm**

**18.**—(1) Prior to submission of each of the pre-construction plans and documentation required to be submitted under condition 9(1) above the undertaker must provide a copy of the relevant plans and documentation to the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm to enable that undertaker to provide any comments on the plans and documentation.

(2) The undertaker must participate in liaison meetings with the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm as requested from time to time by the MMO in writing in advance, which meeting will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient operation of the offshore element of the authorised project and the offshore element of the Norfolk Vanguard Offshore Wind Farm.

### **Restriction on cable installation construction works**

**19.** During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.

## **PART 5**

### **Procedure for appeals**

**1.** Where the MMO refuses an application for approval under condition 9 and notifies the undertaker accordingly, or fails to determine the application for approval in accordance with condition 10 the undertaker may by notice appeal against such a refusal or non-determination and the 2011 Regulations apply subject to the modifications set out in paragraph 2 below.

**2.** The 2011 Regulations are modified so as to read for the purposes of this Order only as follows—

- (a) In regulation 6(1) (time limit for the notice of appeal) for the words “6 months” there is substituted the words “4 months”.
- (b) For regulation 4(1) (appeal against marine licensing decisions) substitute—

“A person who has applied for approval under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12; or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ] may by notice appeal against a decision to refuse such an application or a failure to determine such an application.”
- (c) For regulation 7(2)(a) (contents of the notice of appeal) substitute—

“a copy of the decision to which the appeal relates or, in the case of non-determination, the date by which the application should have been determined; and  
”
- (d) In regulation 8(1) (decision as to appeal procedure and start date) for the words “as soon as practicable after” there is substituted the words “within the period of 2 weeks beginning on the date of”.

- (e) In regulation 10(3) (representations and further comments) after the words “the Secretary of State must” insert the words “within the period of 1 week”
- (f) In regulation 10(5) (representations and further comments) for the words “as soon as practicable after” there is substituted the words “within the period of 1 week of the end of”.
- (g) In regulation 12(1) (establishing the hearing or inquiry) after the words “(“the relevant date”)” insert the words “which must be within 14 weeks of the start date”.
- (h) For regulation 18(4) substitute— “Subject to paragraphs (1) and (3), each party should bear its own costs of a hearing or inquiry held under these Regulations.”
- (i) For regulation 22(1)(b) and (c) (determining the appeal—general) substitute—
  - “(b) allow the appeal and, if applicable, quash the decision in whole or in part;
    - where the appointed person quashes a decision under sub-paragraph (b) or allows the appeal in the case of non-determination, direct the Authority to approve the application for approval made under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12; or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ].”
- (j) In regulation 22(2) (determining the appeal—general) after the words “in writing of the determination” insert the words “within the period of 12 weeks beginning on the start date where the appeal is to be determined by written representations or within the period of 12 weeks beginning on the day after the close of the hearing or inquiry where the appeal is to be determined by way of hearing or inquiry”.

## SCHEDULE 13

Article 32

### Deemed Licence under the 2009 Act –Project Interconnector assets (Scenario 1)

#### PART 1

##### Interpretation

**1.—(1)** In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017**(a)**;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011**(b)**;

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters ;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 3B described in Part 3 of this licence or any part of that work;

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**(a)** S.I. 2017/1013

**(b)** SI 2011/934

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of **Schedule 1** (ancillary works), any cable, and any component part of any wind turbine generator, offshore electrical substation, offshore service platform or meteorological mast described in Part 1 of **Schedule 1** (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“marker buoy” means any floating device used for marker or navigation purposes, including LIDAR buoys and wave buoys;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Norfolk Vanguard DCO;

“Norfolk Vanguard DCO” means the Norfolk Vanguard Offshore Wind Farm Development Consent Order made pursuant to an application submitted to the Secretary of State on 26th June 2018;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 202X;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“relevant site” means a European offshore marine site and a European site;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works under the Norfolk Vanguard DCO, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at First Floor, 1 Tudor Street, London, EC4Y 0AH;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“work No. 3A” means a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings, licensed under **schedule 11** and **schedule 12** of this Order;

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

2. A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

3. Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

4. Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

- (a) Marine Management Organisation  
Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;
- (b) Marine Management Organisation (local office)  
Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;
- (c) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;
- (d) The United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;
- (e) Maritime and Coastguard Agency  
Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2426;
- (f) Centre for Environment, Fisheries and Aquaculture Science  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT

Tel: 01502 562 244;

(g) Natural England  
Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;

(h) Historic England  
Cannon Bridge House  
25 Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

2. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within **article 6** (benefit of the Order).

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must demonstrate that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 14' 28.789" N	3° 3' 31.257" E	147	52° 53' 29.821" N	2° 44' 35.547" E
2	52° 56' 14.962" N	3° 8' 41.012" E	148	52° 53' 31.210" N	2° 44' 36.888" E
3	52° 54' 27.033" N	2° 58' 15.457" E	149	52° 53' 32.585" N	2° 44' 38.265" E
4	52° 54' 11.424" N	2° 58' 22.820" E	150	52° 53' 33.947" N	2° 44' 39.679" E
5	52° 53' 56.239" N	2° 58' 29.982" E	151	52° 53' 35.295" N	2° 44' 41.128" E
6	52° 49' 50.103" N	2° 56' 54.167" E	152	52° 53' 36.630" N	2° 44' 42.613" E
7	52° 48' 9.945" N	2° 51' 14.086" E	153	52° 53' 37.949" N	2° 44' 44.133" E
8	52° 47' 34.455" N	2° 46' 27.112" E	154	52° 53' 39.254" N	2° 44' 45.687" E
9	52° 47' 27.871" N	2° 45' 34.063" E	155	52° 53' 40.543" N	2° 44' 47.276" E
10	52° 47' 16.559" N	2° 44' 3.046" E	156	52° 53' 41.818" N	2° 44' 48.898" E
11	52° 47' 15.589" N	2° 43' 55.247" E	157	52° 53' 43.076" N	2° 44' 50.554" E
12	52° 47' 15.589" N	2° 43' 55.243" E	158	52° 53' 44.318" N	2° 44' 52.243" E
13	52° 47' 14.341" N	2° 43' 45.216" E	159	52° 53' 45.543" N	2° 44' 53.965" E
14	52° 47' 13.615" N	2° 43' 39.381" E	160	52° 53' 46.752" N	2° 44' 55.719" E
15	52° 46' 3.346" N	2° 34' 18.016" E	161	52° 53' 47.944" N	2° 44' 57.504" E
16	52° 47' 9.359" N	2° 34' 17.247" E	162	52° 53' 49.118" N	2° 44' 59.321" E
17	52° 47' 25.496" N	2° 34' 17.365" E	163	52° 53' 50.275" N	2° 45' 1.169" E
18	52° 49' 38.834" N	2° 34' 15.809" E	164	52° 53' 51.414" N	2° 45' 3.046" E
19	52° 48' 47.472" N	2° 33' 28.343" E	165	52° 53' 52.534" N	2° 45' 4.954" E
20	52° 48' 3.133" N	2° 26' 37.427" E	166	52° 53' 53.636" N	2° 45' 6.891" E
21	52° 50' 8.137" N	2° 24' 33.205" E	167	52° 53' 54.719" N	2° 45' 8.857" E
22	52° 50' 8.399" N	2° 24' 32.945" E	168	52° 53' 55.783" N	2° 45' 10.851" E
23	52° 50' 8.619" N	2° 24' 32.726" E	169	52° 53' 56.827" N	2° 45' 12.874" E
24	52° 50' 9.644" N	2° 24' 31.706" E	170	52° 53' 57.852" N	2° 45' 14.923" E
25	52° 50' 19.691" N	2° 24' 21.712" E	171	52° 53' 58.857" N	2° 45' 16.999" E

26	52° 50' 19.704" N	2° 24' 21.712" E	172	52° 53' 59.841" N	2° 45' 19.102" E
27	52° 50' 19.798" N	2° 24' 21.712" E	173	52° 54' 0.806" N	2° 45' 21.230" E
28	52° 53' 42.801" N	2° 24' 21.744" E	174	52° 54' 1.749" N	2° 45' 23.384" E
29	52° 53' 42.811" N	2° 24' 21.744" E	175	52° 54' 2.672" N	2° 45' 25.562" E
30	52° 54' 35.314" N	2° 34' 15.972" E	176	52° 54' 3.573" N	2° 45' 27.765" E
31	52° 51' 3.549" N	2° 34' 15.852" E	177	52° 54' 4.453" N	2° 45' 29.990" E
32	52° 51' 3.549" N	2° 34' 15.864" E	178	52° 54' 5.312" N	2° 45' 32.239" E
33	52° 51' 3.486" N	2° 34' 19.188" E	179	52° 54' 6.144" N	2° 45' 34.497" E
34	52° 51' 3.295" N	2° 34' 22.530" E	180	53° 3' 46.017" N	2° 45' 35.676" E
35	52° 51' 2.978" N	2° 34' 25.846" E	181	53° 8' 27.770" N	2° 48' 38.429" E
36	52° 51' 2.535" N	2° 34' 29.122" E	182	53° 13' 52.532" N	3° 2' 3.556" E
37	52° 51' 1.968" N	2° 34' 32.346" E	183	53° 13' 53.967" N	3° 2' 7.131" E
38	52° 51' 1.280" N	2° 34' 35.504" E	184	53° 13' 59.710" N	3° 2' 21.440" E
39	52° 51' 0.473" N	2° 34' 38.585" E	185	53° 14' 8.462" N	3° 2' 43.249" E
40	52° 50' 59.551" N	2° 34' 41.577" E	186	53° 14' 21.060" N	3° 3' 12.673" E
41	52° 50' 58.516" N	2° 34' 44.466" E	187	53° 10' 30.403" N	2° 59' 5.331" E
42	52° 50' 57.374" N	2° 34' 47.243" E	188	53° 10' 30.387" N	2° 59' 6.176" E
43	52° 50' 56.129" N	2° 34' 49.896" E	189	53° 10' 30.403" N	2° 59' 7.022" E
44	52° 50' 54.785" N	2° 34' 52.414" E	190	53° 10' 30.451" N	2° 59' 7.863" E
45	52° 50' 53.348" N	2° 34' 54.788" E	191	53° 10' 30.531" N	2° 59' 8.699" E
46	52° 50' 51.823" N	2° 34' 57.008" E	192	53° 10' 30.641" N	2° 59' 9.524" E
47	52° 50' 50.218" N	2° 34' 59.065" E	193	53° 10' 30.783" N	2° 59' 10.336" E
48	52° 50' 48.537" N	2° 35' 0.952" E	194	53° 10' 30.955" N	2° 59' 11.131" E
49	52° 50' 46.788" N	2° 35' 2.661" E	195	53° 10' 31.157" N	2° 59' 11.907" E
50	52° 50' 44.977" N	2° 35' 4.185" E	196	53° 10' 31.388" N	2° 59' 12.661" E
51	52° 50' 43.112" N	2° 35' 5.518" E	197	53° 10' 31.646" N	2° 59' 13.389" E

52	52° 50' 41.200" N	2° 35' 6.655" E	198	53° 10' 31.932" N	2° 59' 14.088" E
53	52° 50' 39.248" N	2° 35' 7.591" E	199	53° 10' 32.243" N	2° 59' 14.756" E
54	52° 50' 37.265" N	2° 35' 8.323" E	200	53° 10' 32.579" N	2° 59' 15.390" E
55	52° 50' 32.920" N	2° 35' 9.346" E	201	53° 10' 32.938" N	2° 59' 15.988" E
56	52° 50' 2.151" N	2° 35' 9.316" E	202	53° 10' 33.319" N	2° 59' 16.548" E
57	52° 49' 58.941" N	2° 35' 9.346" E	203	53° 10' 33.721" N	2° 59' 17.066" E
58	52° 49' 6.921" N	2° 35' 9.840" E	204	53° 10' 34.141" N	2° 59' 17.541" E
59	52° 48' 50.491" N	2° 35' 9.996" E	205	53° 10' 34.578" N	2° 59' 17.972" E
60	52° 48' 34.062" N	2° 35' 10.152" E	206	53° 10' 35.031" N	2° 59' 18.356" E
61	52° 47' 39.858" N	2° 35' 10.667" E	207	53° 10' 35.497" N	2° 59' 18.692" E
62	52° 47' 38.680" N	2° 35' 10.728" E	208	53° 10' 35.975" N	2° 59' 18.978" E
63	52° 47' 37.466" N	2° 35' 10.917" E	209	53° 10' 36.463" N	2° 59' 19.214" E
64	52° 47' 36.261" N	2° 35' 11.231" E	210	53° 10' 36.959" N	2° 59' 19.398" E
65	52° 47' 35.071" N	2° 35' 11.670" E	211	53° 10' 37.461" N	2° 59' 19.531" E
66	52° 47' 33.900" N	2° 35' 12.231" E	212	53° 10' 37.966" N	2° 59' 19.610" E
67	52° 47' 32.753" N	2° 35' 12.912" E	213	53° 10' 38.474" N	2° 59' 19.637" E
68	52° 47' 31.634" N	2° 35' 13.711" E	214	53° 10' 38.982" N	2° 59' 19.610" E
69	52° 47' 30.547" N	2° 35' 14.624" E	215	53° 10' 39.488" N	2° 59' 19.531" E
70	52° 47' 29.498" N	2° 35' 15.647" E	216	53° 10' 39.990" N	2° 59' 19.399" E
71	52° 47' 28.489" N	2° 35' 16.778" E	217	53° 10' 40.485" N	2° 59' 19.214" E
72	52° 47' 27.525" N	2° 35' 18.010" E	218	53° 10' 40.973" N	2° 59' 18.978" E
73	52° 47' 26.611" N	2° 35' 19.340" E	219	53° 10' 41.451" N	2° 59' 18.692" E
74	52° 47' 25.748" N	2° 35' 20.762" E	220	53° 10' 41.918" N	2° 59' 18.356" E
75	52° 47' 24.942" N	2° 35' 22.271" E	221	53° 10' 42.370" N	2° 59' 17.972" E
76	52° 47' 24.194" N	2° 35' 23.860" E	222	53° 10' 42.807" N	2° 59' 17.542" E
77	52° 47' 23.509" N	2° 35' 25.523" E	223	53° 10' 43.228" N	2° 59' 17.067" E

78	52° 47' 22.888" N	2° 35' 27.254" E	224	53° 10' 43.629" N	2° 59' 16.548" E
79	52° 47' 22.334" N	2° 35' 29.046" E	225	53° 10' 44.010" N	2° 59' 15.989" E
80	52° 47' 21.849" N	2° 35' 30.892" E	226	53° 10' 44.369" N	2° 59' 15.391" E
81	52° 47' 21.436" N	2° 35' 32.784" E	227	53° 10' 44.705" N	2° 59' 14.757" E
82	52° 47' 21.096" N	2° 35' 34.716" E	228	53° 10' 45.017" N	2° 59' 14.089" E
83	52° 47' 20.829" N	2° 35' 36.679" E	229	53° 10' 45.302" N	2° 59' 13.389" E
84	52° 47' 20.638" N	2° 35' 38.665" E	230	53° 10' 45.561" N	2° 59' 12.661" E
85	52° 47' 20.523" N	2° 35' 40.667" E	231	53° 10' 45.792" N	2° 59' 11.908" E
86	52° 47' 20.485" N	2° 35' 42.678" E	232	53° 10' 45.993" N	2° 59' 11.132" E
87	52° 47' 20.523" N	2° 35' 44.688" E	233	53° 10' 46.166" N	2° 59' 10.336" E
88	52° 47' 20.637" N	2° 35' 46.691" E	234	53° 10' 46.307" N	2° 59' 9.524" E
89	52° 47' 20.744" N	2° 35' 47.803" E	235	53° 10' 46.418" N	2° 59' 8.699" E
90	52° 47' 20.744" N	2° 35' 47.804" E	236	53° 10' 46.498" N	2° 59' 7.864" E
91	52° 47' 21.786" N	2° 35' 56.101" E	237	53° 10' 46.545" N	2° 59' 7.022" E
92	52° 48' 16.490" N	2° 43' 13.626" E	238	53° 10' 46.561" N	2° 59' 6.176" E
93	52° 48' 20.763" N	2° 43' 47.964" E	239	53° 10' 46.545" N	2° 59' 5.331" E
94	52° 48' 21.026" N	2° 43' 49.928" E	240	53° 10' 46.498" N	2° 59' 4.489" E
95	52° 48' 21.364" N	2° 43' 51.862" E	241	53° 10' 46.418" N	2° 59' 3.654" E
96	52° 48' 21.774" N	2° 43' 53.756" E	242	53° 10' 46.307" N	2° 59' 2.829" E
97	52° 48' 22.256" N	2° 43' 55.605" E	243	53° 10' 46.166" N	2° 59' 2.017" E
98	52° 48' 22.808" N	2° 43' 57.400" E	244	53° 10' 45.993" N	2° 59' 1.221" E
99	52° 48' 23.426" N	2° 43' 59.134" E	245	53° 10' 45.792" N	2° 59' 0.445" E
100	52° 48' 24.109" N	2° 44' 0.801" E	246	53° 10' 45.561" N	2° 58' 59.691" E
101	52° 48' 24.854" N	2° 44' 2.393" E	247	53° 10' 45.302" N	2° 58' 58.964" E
102	52° 48' 25.659" N	2° 44' 3.905" E	248	53° 10' 45.017" N	2° 58' 58.264" E
103	52° 48' 26.519" N	2° 44' 5.331" E	249	53° 10' 44.705" N	2° 58' 57.596" E

104	52° 48' 27.432" N	2° 44' 6.665" E	250	53° 10' 44.369" N	2° 58' 56.962" E
105	52° 48' 28.394" N	2° 44' 7.902" E	251	53° 10' 44.010" N	2° 58' 56.364" E
106	52° 48' 29.401" N	2° 44' 9.037" E	252	53° 10' 43.629" N	2° 58' 55.804" E
107	52° 48' 30.449" N	2° 44' 10.065" E	253	53° 10' 43.228" N	2° 58' 55.286" E
108	52° 48' 31.534" N	2° 44' 10.983" E	254	53° 10' 42.807" N	2° 58' 54.811" E
109	52° 48' 32.652" N	2° 44' 11.786" E	255	53° 10' 42.370" N	2° 58' 54.380" E
110	52° 48' 33.799" N	2° 44' 12.472" E	256	53° 10' 41.918" N	2° 58' 53.997" E
111	52° 48' 34.969" N	2° 44' 13.037" E	257	53° 10' 41.451" N	2° 58' 53.661" E
112	52° 48' 36.158" N	2° 44' 13.481" E	258	53° 10' 40.973" N	2° 58' 53.374" E
113	52° 48' 37.362" N	2° 44' 13.800" E	259	53° 10' 40.485" N	2° 58' 53.139" E
114	52° 48' 38.576" N	2° 44' 13.994" E	260	53° 10' 39.990" N	2° 58' 52.954" E
115	52° 48' 39.226" N	2° 44' 14.030" E	261	53° 10' 39.488" N	2° 58' 52.822" E
116	52° 48' 39.637" N	2° 44' 14.030" E	262	53° 10' 38.982" N	2° 58' 52.742" E
117	52° 51' 27.631" N	2° 44' 14.043" E	263	53° 10' 38.474" N	2° 58' 52.716" E
118	52° 52' 45.444" N	2° 44' 14.140" E	264	53° 10' 37.966" N	2° 58' 52.742" E
119	52° 52' 48.722" N	2° 44' 14.144" E	265	53° 10' 37.461" N	2° 58' 52.822" E
120	52° 52' 48.725" N	2° 44' 14.157" E	266	53° 10' 36.959" N	2° 58' 52.954" E
121	52° 52' 50.325" N	2° 44' 14.415" E	267	53° 10' 36.463" N	2° 58' 53.139" E
122	52° 52' 51.923" N	2° 44' 14.716" E	268	53° 10' 35.975" N	2° 58' 53.375" E
123	52° 52' 53.518" N	2° 44' 15.059" E	269	53° 10' 35.497" N	2° 58' 53.661" E
124	52° 52' 55.109" N	2° 44' 15.444" E	270	53° 10' 35.031" N	2° 58' 53.997" E
125	52° 52' 56.696" N	2° 44' 15.871" E	271	53° 10' 34.578" N	2° 58' 54.381" E
126	52° 52' 58.279" N	2° 44' 16.340" E	272	53° 10' 34.141" N	2° 58' 54.812" E
127	52° 52' 59.857" N	2° 44' 16.851" E	273	53° 10' 33.721" N	2° 58' 55.287" E
128	52° 53' 1.430" N	2° 44' 17.403" E	274	53° 10' 33.319" N	2° 58' 55.805" E
129	52° 53' 2.998" N	2° 44' 17.996" E	275	53° 10' 32.938" N	2° 58' 56.364" E

130	52° 53' 4.559" N	2° 44' 18.631" E	276	53° 10' 32.579" N	2° 58' 56.962" E
131	52° 53' 6.115" N	2° 44' 19.307" E	277	53° 10' 32.243" N	2° 58' 57.597" E
132	52° 53' 7.663" N	2° 44' 20.024" E	278	53° 10' 31.932" N	2° 58' 58.265" E
133	52° 53' 9.205" N	2° 44' 20.782" E	279	53° 10' 31.646" N	2° 58' 58.964" E
134	52° 53' 10.739" N	2° 44' 21.580" E	280	53° 10' 31.388" N	2° 58' 59.692" E
135	52° 53' 12.265" N	2° 44' 22.419" E	281	53° 10' 31.157" N	2° 59' 0.445" E
136	52° 53' 13.782" N	2° 44' 23.298" E	282	53° 10' 30.955" N	2° 59' 1.221" E
137	52° 53' 15.291" N	2° 44' 24.217" E	283	53° 10' 30.783" N	2° 59' 2.017" E
138	52° 53' 16.791" N	2° 44' 25.175" E	284	53° 10' 30.641" N	2° 59' 2.829" E
139	52° 53' 18.282" N	2° 44' 26.173" E	285	53° 10' 30.531" N	2° 59' 3.654" E
140	52° 53' 19.763" N	2° 44' 27.211" E	286	53° 10' 30.451" N	2° 59' 4.489" E
141	52° 53' 21.233" N	2° 44' 28.287" E	287	52° 52' 23.652" N	2° 46' 27.791" E
142	52° 53' 22.693" N	2° 44' 29.402" E	288	52° 51' 50.970" N	2° 46' 27.714" E
143	52° 53' 24.142" N	2° 44' 30.555" E	289	52° 52' 49.498" N	2° 52' 4.152" E
144	52° 53' 25.580" N	2° 44' 31.747" E	290	52° 53' 4.385" N	2° 51' 57.093" E
145	52° 53' 27.005" N	2° 44' 32.976" E	291	52° 53' 19.948" N	2° 51' 49.713" E
146	52° 53' 28.419" N	2° 44' 34.243" E			

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 7,200,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references [XX] within the extent of the Order limits seaward of MHWS.

2.—(1) Subject to condition 1, such activities are authorised in relation to the construction, maintenance and operation of—

(2) *Work No. 3B* – in the event of scenario 1, up to 3 project interconnector cables to connect Work No. 2 with the Norfolk Vanguard Offshore Wind Farm;

(3) In connection with such *Work No. 3B* and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(4) In connection with such *Work No. 3B*, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### Effect of this licence

1.—(1) This licence takes effect in the event of scenario 1 only.

(2) The undertaker may only commence either Work No. 3B or Work No. 3A and, for the avoidance of doubt, must not commence both of Work No. 3B and Work No. 3A.

#### Design parameters

2. The total length of cables and volume of cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 3B (Project interconnection)	180 kilometres	41,000 m <sup>3</sup>	74,000 m <sup>2</sup>

#### Notifications and inspections

3.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 10; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 10;
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 10 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;

- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 3B and the expected vessel routes from the construction ports to the relevant location and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 7(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof, the undertaker must as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following the receipt by the undertaker of the final survey report from the periodic burial survey, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within three days.

### **Aids to navigation**

4.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(4) In the event that the provisions of condition 3(11) and condition 3(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Chemicals, drilling and debris**

5.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within site disposal references [XX] within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 7(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable

to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

6.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

### **Pre-construction plans and documentation**

7.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

(a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows—

- (i) the length and arrangement of all cables comprising Work No. 3B;
- (ii) a plan showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph 6(1)(b)(iv); and;
- (iii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph 6(1)(h); the dimensions of all foundations;

to ensure conformity with the description of Works No. 3B and compliance with **conditions 2** above.

(b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—

- (i) the proposed construction start date;
- (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
- (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 11, 12 and 13; and
- (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—

- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
- (bb) at least four months prior to construction, detail on construction monitoring;
- (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

(c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—

- (i) cable (including fibre optic cable) installation;
- (ii) contractors;
- (iii) vessels, vessels maintenance; and

- (iv) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
  - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 3 and to address the interaction of the licensed activities with fishing activities;
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt "distribution" in this subparagraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) A cable specification, installation and monitoring plan, to include—
  - (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 3B (project interconnector cables), following the survey referred to in condition 13(2)(b) to assess any seabed obstructions resulting from burial of the project interconnector cables.
- (g) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological

investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;

- (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
- (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (h) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 11(2)(a) and in accordance with the offshore in principle monitoring plan.
- (i) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (j) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 4 for the lifetime of the authorised scheme.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

**8.—**(1) Any archaeological reports produced in accordance with condition 7(1)(g)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 7(1)(a) must be prepared by the undertaker and determined by the MMO.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 7 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 7 or approval has been given following an appeal in accordance with sub-paragraph (6).

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 7 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO

(6) Where the MMO fails to determine an application for approval under condition 14 within the period referred to in sub-paragraph (5) or refuses the application for approval, the undertaker may appeal to the Secretary of State in accordance with the procedure in Part 5 of this licence..

(7) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 7 or approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.

### **Post-construction plans and documents**

9. The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

### **Reporting of engaged agents, contractors and vessels**

10.—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

### **Pre-construction monitoring and surveys**

11.—(1) The undertaker must, in discharging condition 7(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and
- (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

### **Construction monitoring**

12.—(1) The undertaker must, in discharging condition 7(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise

agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

### **Post construction**

13.—(1) The undertaker must, in discharging condition 7(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake —

- (a) An appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey.
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 7(1)(f)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### **Reporting of cable protection**

14.—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection;
- (b) volume of cable protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

### **Coordination with Norfolk Vanguard Offshore Wind Farm**

15.—(1) Prior to submission of each of the pre-construction plans and documentation required to be submitted under condition 7(1) above the undertaker must provide a copy of the relevant plans and documentation to the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm to enable that undertaker to provide any comments on the plans and documentation.

(2) The undertaker must participate in liaison meetings with the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm as requested from time to time by the MMO in writing in advance, which meeting will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient operation of the offshore element of the authorised project and the offshore element of the Norfolk Vanguard Offshore Wind Farm.

## PART 5

### Procedure for appeals

1. Where the MMO refuses an application for approval under condition 7 and notifies the undertaker accordingly, or fails to determine the application for approval in accordance with condition 8 the undertaker may by notice appeal against such a refusal or non-determination and the 2011 Regulations apply subject to the modifications set out in paragraph 2 below.

2. The 2011 Regulations are modified so as to read for the purposes of this Order only as follows—

- (a) In regulation 6(1) (time limit for the notice of appeal) for the words “6 months” there is substituted the words “4 months”.
- (b) For regulation 4(1) (appeal against marine licensing decisions) substitute—

“A person who has applied for approval under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12; or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ] may by notice appeal against a decision to refuse such an application or a failure to determine such an application.”
- (c) For regulation 7(2)(a) (contents of the notice of appeal) substitute—

“a copy of the decision to which the appeal relates or, in the case of non-determination, the date by which the application should have been determined; and  
”
- (d) In regulation 8(1) (decision as to appeal procedure and start date) for the words “as soon as practicable after” there is substituted the words “within the period of 2 weeks beginning on the date of”.
- (e) In regulation 10(3) (representations and further comments) after the words “the Secretary of State must” insert the words “within the period of 1 week”
- (f) In regulation 10(5) (representations and further comments) for the words “as soon as practicable after” there is substituted the words “within the period of 1 week of the end of”.
- (g) In regulation 12(1) (establishing the hearing or inquiry) after the words “(“the relevant date”)” insert the words “which must be within 14 weeks of the start date”.
- (h) For regulation 18(4) substitute— “Subject to paragraphs (1) and (3), each party should bear its own costs of a hearing or inquiry held under these Regulations.”
- (i) For regulation 22(1)(b) and (c) (determining the appeal—general) substitute—

“(b) allow the appeal and, if applicable, quash the decision in whole or in part;  
where the appointed person quashes a decision under sub-paragraph (b) or allows the appeal in the case of non-determination, direct the Authority to approve the application for approval made under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12; or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[ ].”
- (j) In regulation 22(2) (determining the appeal—general) after the words “in writing of the determination” insert the words “within the period of 12 weeks beginning on the start

date where the appeal is to be determined by written representations or within the period of 12 weeks beginning on the day after the close of the hearing or inquiry where the appeal is to be determined by way of hearing or inquiry”.

## SCHEDULE 14

Article 35

### Hedgerows

#### PART 1

##### Scenario 1 - Removal of Important Hedgerows

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Breckland	The important hedgerow marked 288 on the important hedgerows plan
District of Breckland	The important hedgerow marked 292 on the important hedgerows plan
District of Breckland	The important hedgerow marked 300 on the important hedgerows plan
District of Breckland	The important hedgerow marked 305 on the important hedgerows plan

#### PART 2

##### Scenario 1 - Removal of Hedgerows

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Breckland	The hedgerow marked 289 on the important hedgerows plan
District of Breckland	The hedgerow marked 290 on the important hedgerows plan
District of Breckland	The hedgerow marked 298 on the important hedgerows plan
District of Breckland	The hedgerow marked 302 on the important hedgerows plan
District of Breckland	The hedgerow marked 304 on the important hedgerows plan
District of Breckland	The hedgerow marked 306 on the important hedgerows plan

#### PART 3

##### Scenario 2 - Removal of Important Hedgerows

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The Important hedgerow marked 2 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 4 on the important hedgerows plan











District of Breckland	The important hedgerow marked 314 on the important hedgerows plan
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## PART 4

### Scenario 2 - Removal of Potentially Important Hedgerows

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The Potentially Important hedgerow marked 9 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 10 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 11 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 12 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 13 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 14 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 17 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 18 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 19 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 20 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 21 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 22 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 25 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 27 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 35 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 45 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 46 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 47 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 48 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 54 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 55 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 56 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 57









## PART 5

### Scenario 2 - Removal of Hedgerows

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The hedgerow marked 1 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 3 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 5 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 7 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 15 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 37 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 40 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 51 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 53 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 80 on the important hedgerows plan
District of Broadland	The hedgerow marked 97 on the important hedgerows plan
District of Broadland	The hedgerow marked 119 on the important hedgerows plan
District of Broadland	The hedgerow marked 139 on the important hedgerows plan
District of Broadland	The hedgerow marked 140 on the important hedgerows plan
District of Broadland	The hedgerow marked 141 on the important hedgerows plan
District of Broadland	The hedgerow marked 142 on the important hedgerows plan
District of Broadland	The hedgerow marked 143 on the important hedgerows plan
District of Broadland	The hedgerow marked 144 on the important hedgerows plan
District of Broadland	The hedgerow marked 145 on the important hedgerows plan
District of Broadland	The hedgerow marked 146 on the important hedgerows plan
District of Broadland	The hedgerow marked 147 on the important hedgerows plan
District of Broadland	The hedgerow marked 149 on the important hedgerows plan
District of Broadland	The hedgerow marked 158 on the important hedgerows plan
District of Broadland	The hedgerow marked 170 on the important hedgerows plan
District of Broadland	The hedgerow marked 171 on the important hedgerows plan

	hedgerows plan
District of Breckland	The hedgerow marked 189 on the important hedgerows plan
District of Breckland	The hedgerow marked 192 on the important hedgerows plan
District of Breckland	The hedgerow marked 238 on the important hedgerows plan
District of Breckland	The hedgerow marked 244 on the important hedgerows plan
District of Breckland	The hedgerow marked 245 on the important hedgerows plan
District of Breckland	The hedgerow marked 246 on the important hedgerows plan
District of Breckland	The hedgerow marked 247 on the important hedgerows plan
District of Breckland	The hedgerow marked 259 on the important hedgerows plan
District of Breckland	The hedgerow marked 289 on the important hedgerows plan
District of Breckland	The hedgerow marked 290 on the important hedgerows plan
District of Breckland	The hedgerow marked 294 on the important hedgerows plan
District of Breckland	The hedgerow marked 299 on the important hedgerows plan
District of Breckland	The hedgerow marked 301 on the important hedgerows plan
District of Breckland	The hedgerow marked 302 on the important hedgerows plan
District of Breckland	The hedgerow marked 303 on the important hedgerows plan
District of Breckland	The hedgerow marked 304 on the important hedgerows plan
District of Breckland	The hedgerow marked 306 on the important hedgerows plan

## SCHEDULE 15

Article 38

### ARBITRATION RULES

#### Primary objective

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the Arbitrator is appointed pursuant to article 38 of the Order.

(2) The Arbitration is deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

#### Time periods

2.—(1) All time periods in these Arbitration Rules are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the Arbitrator is appointed which is either:

- (a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the Arbitrator is appointed by the Secretary of State.

### **Timetable**

3.—(1) The timetable for the Arbitration is set out in sub-paragraphs (2) to (4) below unless amended in accordance with sub-paragraph 5(3).

(2) Within 14 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with:

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, the amount of its claim and/or the remedy it is seeking;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the Claimant's statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with:

- (a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;
- (c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 7 days of the Respondent serving its statements sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with:

- (a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the Respondent's submissions;
- (c) any expert report in response to the Respondent's submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent;
- (e) its written submissions in response to the legal and factual issues involved.

### **Procedure**

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. No single pleading is to exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The Arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the Arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the Arbitrator advising the parties that he is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(7) There is no process of examination and cross-examination of experts, but the Arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) is:

- (a) At least 28 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);
- (b) If more than one expert is called, they are to jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
- (c) The form and content of a joint report must be as directed by the Arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator must take these submissions into account in the Award.

(9) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which he/she is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before him/her attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given are proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

### **Arbitrator's powers**

5.—(1) The Arbitrator has all the powers of the Arbitration Act 1996, including the non-mandatory sections, save where modified by these Rules.

(2) There must be no discovery or disclosure, except that the Arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders are to be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure:

- (a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator must notify the parties that the award is completed, signed and dated, and that it is to be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

## **Costs**

6.—(1) The costs of the Arbitration must include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Where the difference involves connected/interrelated issues, the Arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties must bear them or in what proportion they are to be borne by the parties.

(4) The Arbitrator must award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims and/or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

## **Confidentiality**

7.—(1) The parties agree that any hearings in this Arbitration must take place in private.

(2) The parties and Arbitrator agree that any matters, materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the Courts and/or save for compliance with legislative rules, functions or obligations on either party.

# **SCHEDULE 16**

Article 39

## **Procedure for discharge of Requirements**

### **Applications made under requirement**

1.—(1) Where an application has been made to a discharging authority for any agreement or approval required pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, and 35 in Part 3 of Schedule 1 (requirements) of this Order:

- (a) the undertaker must give the discharging authority sufficient information to identify the requirement(s) to which the application relates;
- (b) the undertaker must provide such particulars, and the request be accompanied by such plans and drawings, as are reasonably considered necessary to deal with the application.

(2) The discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(3) For the purposes of sub-paragraph (2), the decision period is—

- (a) where no further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which the application is received by the discharging authority;
- (b) where further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (a) or (b).

### **Further information**

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary and the requirement does not specify that consultation with a requirement consultee is required, it must, as soon as reasonably practicable and within 20 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement specifies that consultation with a requirement consultee is required, the discharging authority must issue the consultation to the requirement consultee within 10 business days of receipt of the application, and must notify the undertaker in writing specifying any further information requested by the requirement consultee within 10 business days of receipt of such a request and in any event within 42 days of receipt of the application.

(4) If the discharging authority does not give such notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

## Appeals

3.—(1) The undertaker may appeal to the Secretary of State in the event that—

- (a) the discharging authority refuses an application for any agreement or approval required by a requirement included in this Order;
- (b) the discharging authority does not give notice of its decision to the undertaker within the decision period as determined in paragraph 1;
- (c) on receipt of a request for further information pursuant to paragraph 2 (further information) the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not reasonably necessary for consideration of the application; or
- (d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not reasonably necessary for consideration of the application.

(2) The appeal process is as follows—

- (a) the undertaker must submit the appeal documentation to the Secretary of State, a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide (“the appeal documentation”);
- (b) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the requirement consultee (if applicable);
- (c) as soon as is practicable after receiving the appeal documentation, but in any event within 20 business days of receiving the appeal documentation, the Secretary of State must appoint a person and forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
- (d) the discharging authority and the requirement consultee (if applicable) must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under paragraph (c) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person; and
- (e) the appeal parties must make any counter-submissions to the appointed person within 20 business days of receipt of written representations pursuant to sub-paragraph (d) above.

(3) The appointed person must make his decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable. If the appointed person considers that further information is necessary to enable him to consider the appeal he must, as soon as practicable, notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 20 business days of that date.

(5) On an appeal under this paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed, or set by the appointed person, under this paragraph.

(7) The appointed person may proceed to a decision even though no written representations have been made within those time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of Part 3 of Schedule 1 (requirements) as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) may not be taken to affect or invalidate the effect of the appointed person's determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance on the award of costs or any guidance which may from time to time replace it.

## **Interpretation of this Schedule**

4. In this Schedule—

“the appeal parties” means the discharging authority, the requirement consultee and the undertaker;

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971;

“discharging authority” means that person or body responsible for approving details pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34 and 35 in Part 3 of Schedule 1 (requirements);

“requirement consultee” means any body named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging that requirement.

## PROTECTIVE PROVISIONS

## PART 1

## Protection for electricity, gas, water and sewerage undertakers

1. For the protection of the undertakers referred to in this part of this Schedule the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

2. In this part of this Schedule—

“affected undertaker” means

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989(a);
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(b);
- (c) a water undertaker within the meaning of the Water Industry Act 1991(c); and
- (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991, for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989), belonging to or maintained by that affected undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991 at the time of the works mentioned in this Part; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the affected undertaker under the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties; and

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

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(a) 1989 c. 29. Section 64 sub-paragraph (1) was amended by section 108 and paragraphs 24, 38(1), (3) of Part II of Schedule 6 of the Utilities Act 2010

(b) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c.45), and was further amended by section 76 of the Utilities Act 2000 (c.27)

(c) 1991 c.56

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of any provision in this Order or anything shown on the land plan, the undertaker must not acquire any apparatus otherwise than by agreement.

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it shall give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker shall, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question shall, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use all reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule shall be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 38 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 38 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, shall be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) shall authorise the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

6.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 38 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator shall make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are within 15 metres of, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker shall submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works shall be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker shall be entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (2) shall be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan, section and description.

(6) The undertaker shall not be required to comply with sub-paragraph (1) in a case of emergency but in that case it shall give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and shall comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

8.—(1) Subject to the following provisions of this paragraph, the undertaker shall repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this

Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) shall be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**9.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**10.** Any difference or dispute arising between the undertaker and the affected undertaker under this Schedule must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 38 (arbitration).

**11.** Nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## PART 2

### For the Protection of National Grid

#### Application

**12.** For the protection of the National Grid referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the promoter and National Grid, have effect.

## Interpretation

### 13. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by National Grid for the purposes of gas supply;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the promoter to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including use, repair, alter, inspect, renew or remove the apparatus

“National Grid” means, as appropriate either—

- (a) National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH; and
- (b) National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH.

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“promoter” means the undertaker as defined in article 2 of this Order;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 6(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 6(2) or otherwise; and/or

- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22");

14. Except for paragraphs 15 (*apparatus in stopped up streets*), 19 and 20 (*retained apparatus: protection*), 21 (*expenses*) and 22 (*compensation*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

#### **Apparatus of Undertakers in stopped up streets**

15.—(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article 11 (Temporary stopping up of streets), if National Grid has any apparatus in the street or accessed via that street National Grid will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the promoter will grant to National Grid, or will procure the granting to National Grid of, legal easements reasonably satisfactory to the National Grid in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article [11] (Temporary stopping up of streets), National Grid will be at liberty to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

#### **Acquisition of land**

16. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the promoter may not acquire any land interest or apparatus or override any easement and/or other interest of National Grid otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

#### **Removal of apparatus**

17.—(1) If, in the exercise of the agreement reached in accordance with paragraph 16 or in any other authorised manner, the promoter acquires any interest in any Order land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to National Grid to its satisfaction (taking into account paragraph 18(1) below) the necessary facilities and rights:

- (a) for the construction of alternative apparatus in other land of or land secured by the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or

part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the promoter, as soon as possible take such steps as are reasonable in the circumstances to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the promoters assistance if required by National Grid, save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the promoter under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the promoter.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Part of this Schedule.

### **Facilities and rights for alternative apparatus**

**18.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the promoter affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(2) If the facilities and rights to be afforded by the promoter and agreed with National Grid under paragraph 18(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 26 (*Arbitration*) of this Part of this Schedule and the arbitrator may make such provision for the payment of compensation by the promoter to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph (2) article 38 (arbitration) of the Order shall apply.

### **Retained apparatus: Protection of National Grid as Gas Undertaker**

**19.**—(1) Not less than 56 days before the commencement of any specified works the promoter must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The promoter must not commence any works to which sub-paragraphs (1) and (2) apply until National Grid has given written approval of the plan so submitted.

(4) Any approval of National Grid required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,
- (b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested by National Grid within a period of 28 days beginning with the date on which the plan under sub-paragraph (1) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to National Grid for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by National Grid, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (5), as approved or as amended from time to time by agreement between the promoter and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(7) Where National Grid requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (1) or (2) (except in an emergency).

(8) If National Grid in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 12 to 14 and 16 to 18 apply as if the removal of the apparatus had been required by the promoter under paragraph 17(2).

(9) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order National Grid must comply with National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(-G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the promoter shall implement an appropriate ground mitigation scheme save that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 21.

### **Retained apparatus: Protection of National Grid as Electricity Undertaker**

**20.—**(1) Not less than 56 days before the commencement of any authorised works that are near to, or will or may affect, any apparatus the removal of which has not been required by the

promoter under paragraph 17(2) or otherwise, the promoter must submit to the promoter a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to the promoter under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within [10] metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing-

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by the promoter's engineers.
- (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic

(4) The promoter must not commence any works to which sub-paragraphs (1), (2) or (3) apply until the promoter has given written approval of the plan so submitted.

(5) Any approval of the promoter required under sub-paragraphs (2) or (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or 8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (1), (2) or (3) apply, the promoter may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraphs (2), (3) or (6), as approved or as amended from time to time by agreement between the promoter and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (6), (8) and/or (9) by the promoter for the alteration or otherwise for the protection of the

apparatus, or for securing access to it, and the promoter will be entitled to watch and inspect the execution of those works.

(8) Where National Grid require any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the National Grid's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which sub-paragraph (1) applies and National Grid shall give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 12 to 14 and 16 to 18 apply as if the removal of the apparatus had been required by the promoter under paragraph 17(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the promoter notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order, the promoter must comply with the promoter's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

## **Expenses**

**21.**—(1) Subject to the following provisions of this paragraph, the promoter must pay to National Grid on demand all charges, costs and expenses reasonably incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid using its own compulsory purchase powers to acquire any necessary rights under paragraph 17(3)
- (b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the promoter.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

## **Compensation**

**22.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the promoter will—

- (a) bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and
- (b) compensate National Grid for other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the promoter or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the promoter from liability under the provisions of this sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

- (3) Nothing in sub-paragraph (1) shall impose any liability on the promoter in respect of-
- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents; and
  - (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of National Grid with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this subsection 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 22 in respect of such new apparatus.

(4) National Grid must give the promoter reasonable notice of any such claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

(5) National Grid must use its reasonable endeavours to mitigate and minimise any costs, expenses, loss, demands, and penalties to which the compensation under this paragraph 21 applies. If requested to do so by the promoter, National Grid Limited shall provide an explanation of how the claim has been minimised. The promoter shall only be liable under this paragraph 22 for claims reasonably incurred by National Grid.

### **Enactments and agreements**

**23.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the promoter, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the promoter and National Grid in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

### **Co-operation**

**24.—(1)** Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 17(2) or an undertaker makes requirements for the protection or alteration of apparatus under paragraph 19 and/or 20, the promoter shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid shall use its best endeavours to co-operate with the promoter for that purpose.

(2) For the avoidance of doubt whenever National Grid’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by National Grid or the taking of action by National Grid, it must not be unreasonably withheld or delayed.

### **Access**

**25.** If in consequence of the agreement reached in accordance with paragraph 16 or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative rights and means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

### **Arbitration**

**26.** Save for differences or disputes arising under paragraph 17(2), 17(4), 18(1), 19 and 20 any difference or dispute arising between the promoter and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the promoter and National Grid, be determined by arbitration in accordance with article 38 (arbitration).

## Notices

27. The plans submitted to National Grid by the promoter pursuant to paragraph 19(1) must be sent to National Grid Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the promoter in writing.

## PART 3

### For the Protection of Cadent Gas Limited as Gas Undertaker

## Application

28. For the protection of the Cadent Gas Limited referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the promoter and Cadent Gas, have effect.

## Interpretation

29. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Cadent Gas to enable Cadent Gas to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“Cadent Gas” means Cadent Gas Limited, with Company Registration Number 10080864, whose registered office is at Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE

“commence” has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent Gas (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the promoter to submit for Cadent Gas’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent Gas including use, repair, alter, inspect, renew or remove the apparatus

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“promoter” means the undertaker as defined in article 2 of this Order;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 6(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 33(2) or otherwise; and/or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (Cadent Gas’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22”);

**30.** Except for paragraphs 31 (*apparatus in stopped up streets*), 35 (*retained apparatus: protection*), 36 (*expenses*) and 37 (*compensation*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and Cadent Gas are regulated by the provisions of Part 3 of the 1991 Act.

#### **Apparatus of Undertakers in stopped up streets**

**31.—**(1) Without prejudice to the generality of any other protection afforded to Cadent Gas elsewhere in the Order, where any street is stopped up under article 11 (Temporary stopping up of streets), if Cadent Gas has any apparatus in the street or accessed via that street Cadent Gas will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the promoter will grant to Cadent Gas, or will procure the granting to Cadent Gas of, legal easements reasonably satisfactory to the Cadent Gas in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (Temporary stopping up of streets), Cadent Gas will be at liberty to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

#### **Acquisition of land**

**32.** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the promoter may not acquire any land interest or apparatus or override any easement and/or other interest of Cadent Gas otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

#### **Removal of apparatus**

**33.—**(1) If, in the exercise of the agreement reached in accordance with paragraph 5 or in any other authorised manner, the promoter acquires any interest in any Order land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of Cadent Gas in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to Cadent Gas 56 days’ advance written notice of that requirement,

together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent Gas reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to Cadent Gas to its satisfaction (taking into account paragraph 34(1) below) the necessary facilities and rights

- (a) for the construction of alternative apparatus in other land of or land secured by the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent Gas must, on receipt of a written notice to that effect from the promoter, as soon as possible take such steps as are reasonable in the circumstances to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the promoters assistance if required by Cadent Gas, save that this obligation shall not extend to the requirement for Cadent Gas to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the promoter under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent Gas and the promoter.

(5) Cadent Gas must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to Cadent Gas of any such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Part of this Schedule.

#### **Facilities and rights for alternative apparatus**

**34.—**(1) Where, in accordance with the provisions of this Part of this Schedule, the promoter affords to or secures for Cadent Gas facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and Cadent Gas and must be no less favourable on the whole to Cadent Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Cadent Gas.

(2) If the facilities and rights to be afforded by the promoter and agreed with Cadent Gas under paragraph 34(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 41 (*Arbitration*) of this Part of this Schedule and the arbitrator may make such provision for the payment of compensation by the promoter to Cadent Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph (2) article 38 (arbitration) of the Order shall apply.

#### **Retained apparatus: protection Cadent Gas as Gas Undertakers**

**35.—**(1) Not less than 56 days before the commencement of any specified works the promoter must submit to Cadent Gas a plan and, if reasonably required by Cadent Gas, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent Gas under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;

- (b) the level at which these are proposed to be constructed or renewed;
  - (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
  - (d) the position of all apparatus;
  - (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
  - (f) any intended maintenance regimes.
- (3) The promoter must not commence any works to which sub-paragraphs (1) and (2) apply until Cadent Gas has given written approval of the plan so submitted.
- (4) Any approval of Cadent Gas required under sub-paragraph (3)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,
  - (b) must not be unreasonably withheld or delayed.
- (5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Cadent Gas may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested by Cadent Gas within a period of 28 days beginning with the date on which the plan under sub-paragraph (1) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to Cadent Gas for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by Cadent Gas, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.
- (6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (5), as approved or as amended from time to time by agreement between the promoter and Cadent Gas and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by Cadent Gas for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Cadent Gas will be entitled to watch and inspect the execution of those works.
- (7) Where Cadent Gas requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent Gas' satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and Cadent Gas must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (1) or (2) (except in an emergency).
- (8) If Cadent Gas in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 28 to 30 and 33 to 35 apply as if the removal of the apparatus had been required by the promoter under paragraph 33(2).
- (9) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.
- (10) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent Gas notice as soon as is reasonably practicable and a plan of those works and must—
- (a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and
  - (b) comply with sub-paragraph (11) at all times.
- (11) At all times when carrying out any works authorised under the Order Cadent Gas must comply with Cadent Gas's policies for safe working in proximity to gas apparatus "Specification

for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22” and HSE’s “HS(~G)47 Avoiding Danger from underground services”.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the promoter shall implement an appropriate ground mitigation scheme save that Cadent Gas retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 36.

## **Expenses**

**36.**—(1) Subject to the following provisions of this paragraph, the promoter must pay to Cadent Gas on demand all charges, costs and expenses reasonably incurred by Cadent Gas in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent Gas in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by Cadent Gas as a consequence of Cadent Gas using its own compulsory purchase powers to acquire any necessary rights under paragraph 33(3)
- (b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent Gas by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the promoter.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent Gas any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### **Compensation**

**37.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Cadent Gas, or there is any interruption in any service provided, or in the supply of any goods, by Cadent Gas, or Cadent Gas becomes liable to pay any amount to any third party, the promoter will—

- (a) bear and pay on demand the cost reasonably incurred by Cadent Gas in making good such damage or restoring the supply; and
- (b) compensate Cadent Gas for other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent Gas, by reason or in consequence of any such damage or interruption or Cadent Gas becoming liable to any third party as aforesaid other than arising from any default of Cadent Gas.

(2) The fact that any act or thing may have been done by Cadent Gas on behalf of the promoter or in accordance with a plan approved by Cadent Gas or in accordance with any requirement of Cadent Gas or under its supervision will not (unless sub-paragraph (3) applies), excuse the promoter from liability under the provisions of this sub-paragraph (1) unless Cadent Gas fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) shall impose any liability on the promoter in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent Gas, its officers, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Cadent Gas as an assignee, transferee or lessee of Cadent Gas with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (benefit of the order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 37 in respect of such new apparatus.

(4) Cadent Gas must give the promoter reasonable notice of any such claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

(5) Cadent Gas must use its reasonable endeavours to mitigate and minimise any costs, expenses, loss, demands, and penalties to which the compensation under this paragraph 37 applies. If requested to do so by the promoter, Cadent Gas Limited shall provide an explanation of how the

claim has been minimised. The promoter shall only be liable under this paragraph 37 for claims reasonably incurred by Cadent Gas.

### **Enactments and agreements**

**38.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent Gas and the promoter, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the promoter and Cadent Gas in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

### **Co-operation**

**39.—(1)** Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 33(2) or an undertaker makes requirements for the protection or alteration of apparatus under paragraph 35, the promoter shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent Gas' undertaking and Cadent Gas shall use its best endeavours to co-operate with the promoter for that purpose.

(2) For the avoidance of doubt whenever Cadent Gas' consent, agreement or approval to is required in relation to plans, documents or other information submitted by Cadent Gas or the taking of action by Cadent Gas, it must not be unreasonably withheld or delayed.

### **Access**

**40.** If in consequence of the agreement reached in accordance with paragraph 32 or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative rights and means of access to such apparatus as will enable Cadent Gas to maintain or use the apparatus no less effectively than was possible before such obstruction.

### **Arbitration**

**41.** Save for differences or disputes arising under paragraph 33(2), 33(4), 34(1), 35 and 37(5) any difference or dispute arising between the promoter and Cadent Gas under this Part of this Schedule must, unless otherwise agreed in writing between the promoter and Cadent Gas, be determined by arbitration in accordance with article 38 (arbitration).

### **Notices**

**42.** The plans submitted to Cadent Gas by the promoter pursuant to paragraph 35(1) must be sent to Cadent Gas Limited Plant Protection at [xxxxxx] or such other address as Cadent Gas may from time to time appoint instead for that purpose and notify to the promoter.

## **PART 4**

### **Protection for Operators of Electronic Communications Code Networks**

**43.—(1)** For the protection of any operator, the following provisions shall, unless otherwise agreed in writing between the undertaker and the operator, have effect.

(2) In this part of this Schedule—

“the 2003 Act” means the Communications Act 2003;

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act<sup>(a)</sup>;

“electronic communications code network” means—

- (a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and
- (b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

**44.** The exercise of the powers of article 30 (statutory undertakers) are subject to Part 10 of Schedule 3A of the 2003 Act.

**45.—(1)** Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or
- (b) there is any interruption in the supply of the service provided by an operator, the undertaker shall bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and shall—
  - (i) make reasonable compensation to an operator for loss sustained by it; and
  - (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph shall be referred to and settled by arbitration under article 38 (arbitration).

**46.** This Part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

**47.** Nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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(a) See section 106.

## PART 5

### Protection of Network Rail Infrastructure Limited

**48.** The following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 62, any other person on whom rights or obligations are conferred by that paragraph.

**49.** In this Part of this Schedule—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as amended from time to time, granted to Network Rail by the Secretary of State in exercise of powers under section 8 of the Railways Act 1993(a);

“Network Rail” means Network Rail Infrastructure Limited (Company registration number 02904587) whose registered office is at Kings Place, 90 York Way, London, N1 9AG and any associated company of Network Rail which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006(b)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment; and

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

**50.—(1)** Where under this Part of this Schedule Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is not to be unreasonably withheld or delayed but is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use all reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development under this Order.

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(a) 1993 c.43.

(b) 2006 c.46.

**51.—**(1) The undertaker must not exercise the powers conferred by article 17 (authority to survey and investigate the land onshore) or the powers conferred by section 11(3) of the 1965 Act (powers of entry) in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act (extinguishment of rights of statutory undertakers and electronic code communications operators: preliminary notices) in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers conferred by this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent or agreement pursuant to this paragraph, such consent or agreement must not be unreasonably withheld but may be given subject to reasonable conditions.

**52.—**(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work shall not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 38 (arbitration).

(2) The approval of the engineer under sub-paragraph (1) shall not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it with all reasonable dispatch on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any necessary protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes are to be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works shall be carried out at the expense of the undertaker in either case with all reasonable dispatch and the undertaker shall not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

**53.—**(1) Any specified work and any protective works to be constructed by virtue of paragraph 52(4) shall, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 52;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of, a specified work, the undertaker must, regardless of any approval described in paragraph 53(1)(a), make good such damage and shall pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for reasonable loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

**54.** The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

**55.** Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**56.—(1)** If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work during a period of 12 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail or the services of operators using the same, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 52(3), pay to Network Rail reasonable expenses to which Network Rail may be put and compensation for reasonable loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 57(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**57.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 52(3) or in constructing any protective works under the provisions of paragraph 52(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

**58.**—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail’s apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 52(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take measures reasonably necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 52(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold or delay its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the

method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 52(1) shall have effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of commercial operation of the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker shall immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until necessary measures have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 53.

(9) For the purpose of paragraph 57(a) any modifications to Network Rail's apparatus under this paragraph is deemed to be protective works referred to in that paragraph.

**59.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**60.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**61.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, are to be repaid by the undertaker to Network Rail.

**62.**—(1) The undertaker must--

- (a) pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by Network Rail by reason of—
  - (i) the construction or maintenance of a specified work or the failure thereof; or

- (ii) act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work,
  - (b) compensate and keep compensated Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission (unless in the case of negligence on the part of Network Rail or of any person in its employ or of its contractors or agents).
- (2) Network Rail must--
- (a) give the undertaker reasonable notice of any such claim or demand as soon as reasonably possible after Network Rail become aware of any such claim or demand;
  - (b) not admit liability or make any offer to settle or compromise any such claim or demand without the prior consent of the undertaker (which, if it withholds such consent has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand);
  - (c) take all reasonable steps to mitigate any liabilities relating to such claims or demands; and
  - (d) keep the undertaker informed in relation to the progress of any such claims and demands and pay due regard to the undertaker's reasonable representations in relation to them.
- (3) In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under that sub-paragraph include a sum equivalent to the relevant costs in circumstances where—
- (a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and
  - (b) the existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker, but not otherwise.
- (4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.
- (5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs will, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).
- (6) In this paragraph—
- “the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by a train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and
- “train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.
- 63.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part (including any claim relating to those relevant costs).
- 64.** In the assessment of any sums payable to Network Rail under this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

**65.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**66.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, shall prejudice or affect the operation of Part I of the Railways Act 1993.

**67.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 38 (certification of plans etc.), provide a set of those plans to Network Rail in the form of a computer disc with read only memory.

## PART 6

### For the Protection of Anglian Water Services Limited

**68.—(1)** For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

(2) In this Part of this schedule –

“Anglian Water” means Anglian Water Services Limited;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and

- (a) any drain or works vested in Anglian Water under The Water Industry Act 1991,
- (b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102 (4) of The Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“undertaker” means the undertaker under Article 2 of this Order

“functions” includes powers and duties

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“plan” includes sections, drawings, specifications and method statements.

(3) The undertaker must not interfere with, build over or near to any Apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus:

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres, 3 metres where the diameter of the pipe is between 150 and 450 millimetres,
- (b) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres and
- (c) 6 metres where the diameter of the pipe exceeds 750 millimetres

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

(4) The alteration, extension, removal or re-location of any apparatus shall not be implemented until

- (a) any requirement for any permits under the Environmental Permitting Regulations 2010 or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(5) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which Apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus. Anglian Water must use all reasonable endeavours to establish contingency arrangements in a timely manner.

(6) Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under **article 38** (Arbitration).

(7) If the undertaker is unable to create the new rights referred to in sub-paragraph (6), Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible, use its reasonable endeavours to obtain the necessary rights.

(8) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction, or alternatively such means of access as may be agreed with Anglian Water, acting reasonably.

(9) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the company, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection of other Anglian Water assets.

(10) If for any reason or in consequence of the construction of any of the works referred to in paragraphs (4) to (6) and (8) above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker shall:

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other reasonably necessary expenses, loss, damages, penalty or costs incurred by Anglian Water

by reason or in consequence of any such damage or interruption.

(11) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations acting reasonably.

(12) Nothing in sub-paragraph (10) above imposes any liability on the undertaker with respect to—

- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Anglian Water as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (*Benefit of order*).

(13) Anglian Water must use its reasonable endeavours to mitigate and minimise any claim, costs, expenses, loss, demands and penalties pursuant to sub-paragraph (11). If requested to do so by the undertaker, Anglian Water shall provide an explanation of how the claim has been minimised.

(14) Any difference or dispute arising between the undertaker and Anglian Water under this Schedule must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 38 (arbitration).

## PART 7

### For the protection of the Environment Agency and drainage authorities

**69.** The provisions of this Part have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

**70.** In this Part—

“construction” includes execution, placing, altering, replacing, relaying and removal; and

“construct” and “constructed” must be construed accordingly;

“drainage authority” means—

- (a) in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991; and
- (b) in relation to a main river or any sea defence work, the Environment Agency;

“drainage work” means any watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence, sea defence or tidal monitoring;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991;

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to—

- (c) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (d) affect the flow, purity, or quality of water in any watercourse; or
- (e) affect the conservation, distribution or use of water resources.

**71.—(1)** Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority or determined under paragraph 71.

(3) Any approval of the relevant drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval (or submission of further particulars if required by the relevant drainage authority under sub-paragraph (1)) or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and
- (c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work or, where the drainage authority is the Environment Agency, for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.

(4) the relevant drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

**72.** Without limiting paragraph 71, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work.

**73.—**(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 72, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and
- (b) to the reasonable satisfaction of the relevant drainage authority, and an officer of the relevant drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the relevant drainage authority reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice, and any expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the relevant drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

**74.—**(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of any specified work maintain in good repair and condition and free from obstruction any drainage work that is situated within the limits of deviation on land held by the undertaker for the purposes of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work that the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

- (a) drainage works that are vested in the relevant drainage authority or that the relevant drainage authority or another person is liable to maintain and is not prevented by this Order from so doing; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part.

**75.** If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

**76.** The undertaker must compensate the relevant drainage authority in respect of all costs, charges and expenses that the relevant drainage authority may reasonably incur, have to pay or may sustain—

- (a) in the examination or approval of plans under this Part;
- (b) in inspecting the construction of any specified work or any protective works required by the relevant drainage authority under this Part; and
- (c) in carrying out of any surveys or tests by the relevant drainage authority that are reasonably required in connection with the construction of the specified work.

**77.—**(1) Without limiting the other provisions of this Part, the undertaker must compensate the relevant drainage authority in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, recovered from or incurred by, the relevant drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourses; or
- (c) any flooding or increased flooding of any such land; and
- (d) where the relevant drainage authority is the Environment Agency, inadequate water quality in any watercourse or other surface waters or in any groundwater, that is caused by the construction of any specified work by the undertaker or any act or omission of the undertaker, its contractors, agents or employees whilst engaged on the work.

(2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

**78.** The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part.

**79.** Any dispute between the undertaker and the relevant drainage authority under this Part, if the parties agree, must be determined by arbitration under article 38 (arbitration), but otherwise must be determined by the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Business, Energy and Industrial Strategy acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.

## PART 8

### For the protection of Ørsted Hornsea Project Three (UK) Ltd

**80.** The provisions of this Part apply for the protection of Orsted unless otherwise agreed in writing between the undertaker and Orsted.

**81.** In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Orsted or its successor in title within the Hornsea 3 Order Land;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“Crossing Area” means the land within land parcel 21/08 shown on the land plans and described in the book of reference;

“Orsted” means an undertaker with the benefit of all or part of the Hornsea 3 Order for the time being;

“Hornsea 3 Order” means the Hornsea Three Offshore Wind Farm Order 20[X];

“Hornsea 3 Order land” means Order land as defined in the Hornsea 3 Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Hornsea Three Order land;

“proposed Hornsea 3 Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Hornsea 3 Order within the Hornsea 3 Order land;

“specified works” means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Crossing Area;
- (b) in, on, under, over or within 25 metres of the proposed Hornsea 3 Cable Corridor or any apparatus; or
- (c) may in any way adversely affect any apparatus.

**82.** The consent of Orsted under this Part is not required where the Hornsea 3 Order has expired without the authorised development having been commenced pursuant to requirement 1 of Schedule 2 to the Hornsea 3 Order.

**83.** Where conditions are included in any consent granted by Orsted pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Orsted.

**84.** The undertaker must not under the powers of this Order—

- (a) acquire, extinguish, suspend, override or interfere with any rights that Orsted has in respect of any apparatus or the proposed Hornsea 3 Cable Corridor;
- (b) acquire the Hornsea 3 Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Hornsea 3 Order land without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**85.—(1)** The undertaker must not under the powers of this Order carry out any specified works without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Orsted does not respond within 30 days then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Orsted and must submit such further particulars available to it that Orsted may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Orsted.

(4) Any approval of Orsted required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed Hornsea 3 Cable Corridor or for securing access to any apparatus or the proposed Hornsea 3 Cable Corridor;

(5) Without limiting sub-paragraph (1), it is not reasonable for Orsted to withhold or delay any consent or approval under this Part in relation to specified works in, on, under, or over the Crossing Area solely on the basis of thermal interaction where the plans of the specified works submitted under sub-paragraph (2) demonstrate that all reasonable steps have been taken to minimise thermal interaction between the specified works and any apparatus or the proposed Hornsea 3 Cable Corridor.

(6) Where Orsted requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Orsted’s reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

**86.—(1)** The undertaker must give to Orsted not less than 28 days’ written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Orsted written notice of the completion.

(2) The undertaker is not required to comply with paragraph 87 or sub-paragraph (1) in a case of emergency, but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 87 in so far as is reasonably practicable in the circumstances.

**87.** The undertaker must at all reasonable times during construction of the specified works allow Orsted and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

**88.—(1)** After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Orsted requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the Crossing Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Orsted may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

**89.** If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Orsted to maintain or use the apparatus no less effectively than was possible before the obstruction.

**90.** The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Orsted to the proposed Hornsea 3 Cable Corridor.

**91.** To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within the Crossing Area request up-to-date written confirmation from Orsted of the location of any apparatus or the proposed Hornsea 3 Cable Corridor.

**92.** The undertaker and Orsted must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

**93.** The undertaker must pay to Orsted the reasonable expenses incurred by Orsted in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Hornsea 3 Cable Corridor.

**94.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Orsted, or Orsted becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Orsted in making good such damage or restoring the service or supply; and
- (b) compensate Orsted for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Orsted, by reason or in consequence of any such damage or interruption or Orsted becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Orsted, its officers, servants, contractors or agents.

(3) Orsted must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Orsted must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 96 applies. If requested to do so by the undertaker, Orsted shall provide an explanation of how the

claim has been minimised. The undertaker shall only be liable under this paragraph 96 for claims reasonably incurred by Orsted.

(5) The fact that any work or thing has been executed or done with the consent of Orsted and in accordance with any conditions or restrictions prescribed by Orsted or in accordance with any plans approved by Orsted or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

95. Any dispute arising between the undertaker and Orsted under this Part must be determined by arbitration under article 39 (arbitration).

## PART 9

### For the protection of Norfolk Vanguard Limited

#### Application

96. In the event of scenario 1 this Part applies for the protection of the statutory undertaker and the following provisions, unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned, have effect.

#### Interpretation

97. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of the statutory undertaker to enable the statutory undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means, electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by that undertaker;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the statutory undertaker including construct, use, repair, alter, inspect, renew or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

“undertaker” means the undertaker who owns and/or operates the transmission assets under this Order

“statutory undertaker” means, for the area of the authorised development, and in relation to any apparatus, the statutory undertaker who owns and/or operates the transmission assets under the Norfolk Vanguard DCO.

#### Acquisition of land

98. Regardless of any provision in the Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of the statutory undertaker otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

## **Removal of apparatus**

**99.**—(1) If, in the exercise of the agreement reached in accordance with paragraph 99 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed and any right of a statutory undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of the statutory undertaker in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under the Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the statutory undertaker 56 days' advance written notice of that requirement (or such lesser period of notice agreed by the statutory undertaker, acting reasonably), together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by the Order a statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to their reasonable satisfaction (taking into account paragraph 101(1) below) the necessary facilities and rights —

- (a) for the construction of alternative apparatus in other land of the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed except that this obligation does not extend to the requirement for the statutory undertaker to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of the undertaker must be constructed in such manner and in such line or situation as may be reasonably agreed between the statutory undertaker and the undertaker.

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions hereof.

## **Facilities and rights for alternative apparatus**

**100.**—(1) Where, in accordance with the provisions hereof, the undertaker affords to a statutory undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be reasonably agreed between the undertaker and the statutory undertaker and must be no less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by the statutory undertaker (acting reasonably).

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the statutory undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection: electricity undertakers**

**101.**—(1) Not less than 56 days (or such lesser period agreed by the statutory undertaker, acting reasonably) before commencing the execution of any works authorised by the Order that are near to, or will or may affect any apparatus the removal of which has not been required by the undertaker under paragraph 100(2) or otherwise, the undertaker must submit to the statutory undertaker a plan of such works.

(2) In relation to works which will or may be situated on, over, under or within five metres measured in any direction of any apparatus, or involve embankment works within 5 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) must be detailed including a material statement and describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation and positioning of plant;
- (d) the position of all apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus.

(3) The undertaker must not commence the construction or renewal of any works to which subparagraph (1) or (2) applies until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7);
- (b) must not be unreasonably withheld or delayed.

(5) In relation to a work to which sub-paragraph (1) or (2) applies, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested within a period of 56 days beginning with the date on which the plan under sub-paragraph (1) is submitted to it (or such lesser period agreed by the statutory undertaker, acting reasonably). For the avoidance of doubt, provided that any further iterations of the plan submitted to the statutory undertaker for approval as a result of modifications required under this paragraph are not materially different to the modifications previously requested by the statutory undertaker, any further required modifications will be requested by the statutory undertaker as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.

(6) Works executed under the Order must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (2), as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(7) Where statutory undertakers require any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to the statutory undertaker's satisfaction prior to the carrying out of any works authorised by the Order or any relevant part thereof (unless otherwise agreed by the statutory undertaker, acting reasonably) and the statutory undertaker must give notice of such works as soon as reasonably practicable and in any event within 56 days from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).

(8) If a statutory undertaker in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives

written notice to the undertaker of that requirement, paragraphs 96 to 98 and 101 to 102 apply as if the removal of the apparatus had been required by the undertaker under paragraph 100(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works (unless otherwise agreed by the statutory undertaker, acting reasonably), a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraph (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

## Expenses

**102.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by that statutory undertaker in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to herein including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that the statutory undertaker elects to use powers of compulsory acquisition to acquire any necessary rights under paragraph 100(3) all costs incurred as a result of such action;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to herein.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions hereof and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions hereof —

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or in default of agreement settled by arbitration in accordance with article 38 (arbitration) of the Order to be necessary, then, if such placing involves cost in the construction of works under the provisions hereof exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the

existing type of operations, capacity, dimensions or place at the existing depth in which case full costs must be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)-

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to the statutory undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### **Compensation**

**103.**—(1) Subject to sub-paragraphs (2), (3) and (4), if by reason or in consequence of the construction of any such works authorised herein or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under the provisions herein or any subsidence resulting from any of these works), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and
- (b) compensate the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party in accordance with the provisions of this part.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (subject to sub-paragraph (3)), excuse the undertaker from liability under the provisions of this paragraph.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations (such representations not to be unreasonably withheld or delayed).

(5) The statutory undertaker must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the compensation under this paragraph 104 applies. If requested to do so by the undertaker, the statutory undertaker shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 104 for claims reasonably incurred by the statutory undertaker.

## **Enactments and agreements**

**104.** Nothing herein affects the provisions of any enactment or agreement regulating the relations between the undertaker and the statutory undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which the Order is made.

## **Co-operation**

**105.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 100 or a statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 102 the undertaker must use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker's undertaking and the statutory undertaker must use its reasonable endeavours to co-operate with the undertaker for that purpose.

## **Access**

**106.** If in consequence of the agreement reached in accordance with paragraph 99 or the powers granted under the Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as enables the statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

## **Arbitration**

**107.** Save for differences or disputes arising under paragraph 100(2), 100(4), 101(1) and 102, any difference or dispute arising between the undertaker and the statutory undertaker must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 38 (arbitration) of the Order

## **EXPLANATORY NOTES**

*(This note is not part of the Order)*

This Order grants development consent for, and authorises Norfolk Boreas Limited to construct, operate and maintain a generating station located in the North Sea approximately 47km from the Norfolk coast, together with all necessary and associated development. For the purposes of the development that it authorises Norfolk Boreas Limited is authorised by the Order compulsorily or by agreement to purchase land and rights in land to use land, as well as to override easements and other rights. The Order also provides a defence in proceedings in respect of statutory nuisance and to discharge water. The Order imposes requirements in connection with the development for which it grants development consent.

The Order also grants deemed marine licences for the marine licensable activities, being the deposit of substances and articles and the carrying out of works, involved in the construction of the generating station and associated development. The deemed marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 38 (certification of plans, etc) of this Order may be inspected free of charge at the offices of North Norfolk District Council, Council Offices, Holt Road, Cromer, NR27 9EN.