



# Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects

Draft Development Consent Order (Revision I) (Clean)

## Revision I

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**2022 No.**

**INFRASTRUCTURE PLANNING**

**The Sheringham Shoal and Dudgeon Extensions Offshore Wind  
Farm Order 20[]**

*Made* - - - - - \*\*\*  
*Laid before Parliament* \*\*\*  
*Coming into force* \*\*\*

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An application has been made to the Secretary of State under section 37 of the Planning Act 2008(a) (the “2008 Act”) for an order granting development consent.

The application was examined by a Panel appointed by the Secretary of State, which has made a report and recommendation to the Secretary of State under section 74(2) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Panel, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(b) and has had regard to the documents and matters referred to in section 104(2) of the 2008 Act.

The Secretary of State is satisfied that special category land 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 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, having decided the application, has determined to make an order giving effect to the proposals comprised in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

Accordingly, the Secretary of State, in exercise of the powers in sections 114, 115, 120, 140 and 149A of the 2008 Act, makes the following Order:

## PART 1

### Preliminary

#### **Citation and commencement**

1. This Order may be cited as the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 202[•] and comes into force on [•].

#### **Interpretation**

2.—(1) In this Order—

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

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

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(a) 2008 c. 29. Section 37 was 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).

(b) S.I. 2017/572.

(c) 1961 c. 33.

“the 1980 Act” means the Highways Act 1980**(b)**;

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

“the 1989 Act” means the Electricity Act 1989**(d)**;

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

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

“the 2003 Act” means the Communications Act 2003**(g)**;

“the 2004 Act” means the Energy Act 2004**(h)**;

“the 2008 Act” means the Planning Act 2008**(i)**;

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

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

“the 2017 Regulations” means the Conservation of Habitats and Species Regulations 2017**(l)**;

“access to works plan” means the plan or plans certified as the access to works plan or plans by the Secretary of State under article 38 (certification of plans and documents, etc.);

“ancillary works” means the ancillary works described in Part 2 (ancillary works) of Schedule 1 (authorised project) and any other works authorised by this Order that 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 (authorised development) of Schedule 1 and any other development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works;

“book of reference” means the document certified as the book of reference by the Secretary of State under article 38;

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

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” means any onshore or offshore cable and includes direct-lay cables and cables laid in cable ducts;

“cable circuit” means a number of electrical conductors necessary to transmit electricity between two points within the authorised development comprising for HVAC transmission three conductors which may be bundled as one cable or take the form of three separate cables and the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“cable crossing” means a crossing of existing subsea cables or pipelines or other existing infrastructure by a cable or, where cables run together in parallel, a set of cables authorised by this Order together with physical protection measures including rock placement or other cable protection;

“cable ducts” means conduits for the installation of cables;

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- (a)** 1965 c. 56.
  - (b)** 1980 c. 66.
  - (c)** 1981 c. 66.
  - (d)** 1989 c. 29.
  - (e)** 1990 c. 8.
  - (f)** 1991 c. 22.
  - (g)** 2003 c.21
  - (h)** 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2003 (c.32)
  - (i)** 2008 c. 29.
  - (j)** 2009 c. 23.
  - (k)** S.I. 2016/1154.
  - (l)** S.I. 2017/1012

“cable protection” means measures to protect cables from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“carriageway” has the same meaning as in section 329 of 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;
- (b) in respect of any other works, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project except for pre-commencement works;

and the words “commence” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“construction compound” means a temporary construction area associated with the onshore works including (as required) but not limited to hardstanding, temporary fencing, lighting, ground preparation, site offices and workshop facilities, general storage, storage of plant, storage of spoil, cable drums, ducting and other construction materials; welfare facilities; car parking; waste management, lay-down areas; banded generators; fuel storage or any other means of enclosure or areas required for construction purposes;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“crossing schedule” means the document certified as the crossing schedule by the Secretary of State under article 38;

“deemed marine licences” means the marine licences set out in Schedules 10 to 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;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“design and access statement” means the document certified as the design and access statement by the Secretary of State under article 38;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“DOW section 36 consent” means the consent granted by the Secretary of State for Energy and Climate Change to Dudgeon Offshore Wind Limited for the construction and operation of DOW dated 6 July 2012 (reference 12.04.09.04/227C) (as varied);

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 38;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means:—

- (a) in the event of scenario 1, 2 or 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;

“Environment Agency” means the Environment Agency and any successor in name or function;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 38;

“FEP phase 2 site” means the area of land on which phase 2 of the Food Enterprise Park is located, through which the Sheringham Shoal Extension Project onshore works and Dudgeon Extension Project onshore works pass, and which is shown on Figure 1 of the Supplemental Environmental Information to support the Applicant’s material change request;

“gravity base structure foundation” 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, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“habitats regulations derogation provision of evidence, annex 2A - outline sandwich tern compensation implementation and monitoring plan” means the document certified as the habitats regulations derogation provision of evidence, annex 2A - outline sandwich tern compensation implementation and monitoring plan by the Secretary of State under article 38;

“habitats regulations derogation provision of evidence, annex 3A - outline kittiwake compensation implementation and monitoring plan” means the document certified as the habitats regulations derogation provision of evidence, annex 3A - outline kittiwake compensation implementation and monitoring plan by the Secretary of State under article 38;

“HAT” means highest astronomical tide;

“HDD” or “horizontal direction drilling” refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

“highway” has the same meaning as in section 328 of the 1980 Act;

“highway authority” has the same meaning as in the 1980 Act;

“horizontal directional drilling compound” means a construction site associated with horizontal directional drilling including hard standing, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas comprising water and bentonite tanks, pumps and pipes, welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 38;

“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL comprised within Work No. 3C;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“integrated onshore substation” means a single onshore HVAC substation constructed and operated for the benefit of both SEL and DEL comprised within Work No. 15C;



“integrated works” means the integrated offshore works and the scenario 3 integrated onshore works or the scenario 4 integrated onshore works;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive” means an activity that requires or is facilitated by breaking the surface of the ground (but does not include the installation of fence or signage posts);

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“land plans” means the plans certified as the land plans by the Secretary of State under article 38;

“LAT” means lowest astronomical tide;

“lead local flood authority” has the same meaning as in section 6(7) (other definitions) of the Flood and Water Management Act 2010(a);

“link box” means the underground metal box placed within a plastic or concrete pit where the metal sheaths between adjacent export cable sections are connected and earthed installed within a ground level manhole or inspection chamber to allow access to the link box for regular maintenance or fault-finding purposes;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Licence 1” means the marine licence in Schedule 10 (Marine Licence 1:– Sheringham Shoal Extension Project Offshore Generation Work No. 1A, 2A and 6A or 6C);

“Marine Licence 2” means the marine licence in Schedule 11 (Marine Licence 2: – Dudgeon Extension Project Offshore Generation Work No. 1B, 2B and 6B or 6C);

“Marine Licence 3” means the marine licence in Schedule 12 (Marine Licence 3: Sheringham Shoal Extension Project Offshore Transmission– Work Nos. 3A to 7A or 3C to 7C);

“Marine Licence 4” means the marine licence in Schedule 13 (Marine Licence 4: – Dudgeon Extension Project Offshore Transmission Work Nos. 3B to 7B or 3C to 7C);

“MCA” means the Maritime and Coastguard Agency;

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

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

“MMO” means the Marine Management Organisation;

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“National Grid substation connection works” means:—

(a) in the event of scenario 1 or scenario 2, Work Nos. 16A, 16B, 17A and 17B; or

(b) in the event of scenario 3 or scenario 4, Work Nos. 16C and 17C;

“National Highways” means National Highways and any successor in name or function;

“Natural England” means Natural England and any successor in name or function;

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(a) 2010 c.29

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 38;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 38;

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore cable corridor” means the areas shown on the works plans (onshore) for Work Nos. 12A, 12B and 12C;

“onshore construction works” means—

- (a) temporary haul roads;
- (b) vehicular accesses; and
- (c) construction compound(s), or if horizontal directional drilling is to be used, horizontal directional drilling compound(s);

“onshore DEP substation” means an onshore HVAC substation constructed and operated for the benefit of DEL comprised within Work No. 15B;

“onshore HVAC substation” means a compound comprising an onshore HVAC substation containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation, with external landscaping and means of access;

“onshore SEP substation” means an onshore HVAC substation constructed and operated for the benefit of SEL comprised within Work No. 15A;

“onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

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

“Order limits” means the limits shown on the works plans within which the authorised project may be carried out, whose grid coordinates are set out in Part 1 of Schedule 1 of this Order;

“outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan” means the document certified as the cable outline Cromer Shoal Chalk Beds Marine Conservation Zone specification, installation and monitoring plan by the Secretary of State under article 38;

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State under article 38;

“outline construction traffic management plan” means the document certified as the outline traffic management plan by the Secretary of State under article 38;

“outline ecological management plan” means the document certified as the outline ecological management plan by the Secretary of State under article 38;

“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 under article 38;

“outline landscape management plan” means the document certified as the outline landscape management plan by the Secretary of State under article 38;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 38;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 38;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 38;

“outline operational drainage strategy (onshore substation)” means the document certified as the outline operational drainage strategy (onshore substation) by the Secretary of State under article 38;

“outline public rights of way strategy” means the document certified as the outline public rights of way strategy by the Secretary of State under article 38;

“outline skills and employment plan” means the document certified as the outline skills and employment plan by the Secretary of State under article 38;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State under article 38;

“outline written scheme of investigation (onshore)” means the document certified as the outline written scheme of investigation (onshore) by the Secretary of State under article 38;

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

“pre-commencement works” means site clearance, demolition, early planting of landscaping works, archaeological investigations, environmental surveys, ecological mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary means of enclosure, the erection of welfare facilities, creation of site accesses and the temporary display of site notices or advertisements;

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

“public rights of way plan” means the plans certified as the public rights of way plan by the Secretary of State under article 38;

“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;

“requirement” means a requirement set out in Schedule 2; and a reference to a numbered requirement is a reference to the requirement set out in the paragraph of the same number of that Schedule;

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(a) 1981 c.67

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways:—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means:—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A, 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works;

“scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means:—

- (a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and
- (b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means:—

- (a) in the event of scenario 1, 2 or 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of Scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means:

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“special category land plan” means the plan certified as the special category land plan by the Secretary of State under article 38;

“statutory historic body” means Historic England or its successor in function;

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

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority;

“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 section 49 of the 1991 Act;

“streets (to be temporarily stopped up) plan” means the plans certified as the streets (to be temporarily stopped up) plan by the Secretary of State under article 38;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“Supplemental Environmental Information to support the Applicant’s material change request” means the document certified as the Supplemental Environmental Information to support the Applicant’s material change request by the Secretary of State under article 38;

“tree preservation order and hedgerow plan” means the plan certified as the tree preservation order and hedgerow plan by the Secretary of State under article 38;

“transition joint bay” means an underground concrete bay where offshore export cables are jointed to onshore export cables;

“transition piece” means a metal structure attached to the top of a foundation where the base of a wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, electrical transmission equipment and associated equipment;

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

“undertaker” means, subject to article 5 (benefit of Order),—

- (a) for the purposes of constructing, maintaining and operating the Sheringham Shoal Extension Project and any related ancillary works, SEL;
- (b) for the purposes of constructing, maintaining and operating the Dudgeon Extension Project and any related ancillary works, DEL;
- (c) for the purposes of constructing, maintaining and operating the integrated works, SEL and DEL; and any restrictions, liabilities and obligations arising in relation to any integrated works apply to the undertaker exercising the powers under this Order in relation to the integrated works; and
- (d) in any other case, SEL and DEL;

“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, 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, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter transfer facilities and other associated equipment, fixed to a foundation or transition piece;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 38; and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 38.

(2) References in this Order to rights over land include references to rights to do 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 and distances between points on a work comprised in the authorised project are to be taken to be measured along that work.

(4) References in this Order to a numbered work are references to a work so numbered in Part 1 (authorised development) of Schedule 1 (authorised project).

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

(6) References in this Order to coordinates are references to coordinates on the World Geodetic System 1984 datum.

(7) In this Order “includes” must be construed without limitation unless the contrary intention appears.

## PART 2

### Principal powers

#### **Development consent granted by Order**

**3.** Subject to the provisions of this Order including the requirements—

- (a) SEL is granted development consent for the Sheringham Shoal Extension Project and related ancillary works;
- (b) DEL is granted development consent for the Dudgeon Extension Project and related ancillary works; and
- (c) SEL and DEL are granted development consent for the integrated works;

to be carried out within the Order limits.

(2) Unless otherwise stated in Schedule 2, the requirements apply to scenario 1, scenario 2, scenario 3 and scenario 4.

#### **Maintenance of the authorised project**

**4.**—(1) The undertaker may at any time maintain the authorised project except to the extent that this Order or any agreement made under this Order provides otherwise.

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 (marine licensing) of the 2009 Act for licensable activities not covered by the deemed marine licences.

#### **Benefit of Order**

**5.**—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraphs (4), (5) and (6) 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 (3) below) and

such related statutory rights as may be agreed between the undertaker and the transferee; and

- (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 the Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be so agreed.

except where paragraph (8) applies, in which case no consent of the Secretary of State is required.

(3) Subject to paragraph (6), the undertaker may with the written consent of the Secretary of State and where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of any deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee, except where paragraph (8) applies, in which case no consent of the Secretary of State is required.

(4) Where an agreement has been made in accordance with paragraph (2) or (3) references in this Order to the undertaker, except in paragraphs (5), (7) and (13), shall include references to the transferee or lessee.

(5) 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.

(6) The Secretary of State must consult the MMO before giving consent to the transfer of the whole of any deemed marine licences under paragraph (3).

(7) Where the undertaker has transferred any benefit under paragraph (2) or (3), or for the duration of any period during which the undertaker has granted any benefit, under paragraph (2)—

- (a) the benefit transferred or granted (“the transferred benefit”) shall include 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 shall reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit shall not be enforceable against the undertaker; and
- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer under paragraph (2) or (3) or grant under paragraph (2) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(8) The consent of the Secretary of State is required for the exercise of powers under paragraph (2) or (3) except where—

- (a) the transferee or lessee is the holder of a licence under section 6 of the 1989 Act;
- (b) the transferee or lessee is a company whose shares are entirely owned by the undertaker or is a subsidiary to the undertaker; or
- (c) 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 shall be payable.

(9) 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.

(10) A notice required under paragraphs (5) and (9) 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 (11), the date on which the transfer will take effect;
  - (iii) the provisions to be transferred or granted;
  - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (7)(c), will apply to the person exercising the powers transferred or granted; and
  - (v) where paragraph (8) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land;
- (b) be accompanied by—
- (i) where relevant, 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.

(11) The date specified under paragraph (10)(a)(ii) in respect of a notice served in respect of paragraph (9) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(12) The notice given under paragraph (9) 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.

(13) The provisions of articles 8 (street works), 10 (temporary stopping up of streets), 18 (compulsory acquisition of land), 20 (compulsory acquisition of rights), 26 (temporary use of land for carrying out the authorised project) and 27 (temporary use of land for maintaining the authorised project) shall have effect only for the benefit of the undertaker and a person who is a transferee or lessee who is also—

- (a) in respect of Work Nos. 8A to 22A, 8B to 22B, 8C to 9C, 12C and 15C to 17C, a person who holds a licence under the 1989 Act; or
- (b) in respect of functions under article 8 relating to streets, a street authority.

(14) Section 72(7) and (8) of the 2009 Act do not apply to a transfer of grant of the benefit of the provisions of any deemed marine licences to another person by the undertaker pursuant to an agreement under this article.

### **Disapplication and modification of legislative provisions**

**6.—**(1) 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 2016 Regulations, 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<sup>(a)</sup> immediately before the repeal of that section;
- (b) Section 23 (prohibition of obstructions etc. in watercourses)<sup>(b)</sup> of the Land Drainage Act 1991;
- (c) the provisions of any byelaws made under, or having effect as if made under, paragraph 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991 (byelaw-making powers of

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(a) 1991 c. 59. 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 (c.23), paragraphs 40 and 49 of Schedule 25 to the Flood and Water Management Act 2010 (c. 29), paragraph 315 of Schedule 2 to S.I. 2013/755 and paragraph 32 of Schedule 10 to the Fisheries Act 2020 (c.22). Paragraph 6 was amended by paragraph 26 of Schedule 15 to the Environment Act 1995 (c. 25) and section 224 of, and paragraphs 20 and 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 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. 21).



the Appropriate Agency) that require consent or approval for the carrying out of the works;

- (d) the provisions of any byelaws made under, or having effect as if made under, section 66 (powers to make byelaws) of the Land Drainage Act 1991 that require consent or approval for the carrying out of the works; and
- (e) the provisions of the Neighbourhood Planning Act 2017(a) in so far as they relate to the temporary possession of land under this Order.

(2) For the purpose of carrying out development authorised by this Order only, regulation 6(1) (permitted work)(b) of the Hedgerows Regulations 1997 (permitted work) is deemed to be amended by inserting the following sub-paragraph after sub-paragraph (1)(j)—

“(k) for carrying out development which has been authorised by an order granting development consent pursuant to section 114 of the Planning Act 2008;”.

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

**7.**—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances)(c) of the Environmental Protection Act 1990 in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (statutory nuisances and inspections therefor) 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 is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites), of the Control of Pollution Act 1974(d); or
  - (ii) is a consequence of the construction or maintenance of the authorised project and cannot reasonably be avoided;
- (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 is attributable to the use of the authorised project being used in compliance with requirement 21 (control of noise during operational phase); or
  - (ii) is a consequence of the use of the authorised project and cannot reasonably be avoided.

(2) Section 61(9) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project.

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(a) 2017 c. 20.

(b) S.I. 1997/1160. Regulation 6 was amended by paragraph 35 of Schedule 1 to S.I. 2015/377.

(c) 1990 c. 43. Section 82(1) was amended by section 107 and paragraph 6 of Schedule 17 to the Environment Act 1995 (c.25). Section 82(2) was amended by section 5(2) of the Noise and Statutory Nuisance Act 1993 (c. 40) and section 103 of the Clean Neighbourhoods and Environment Act 2005 (c.16).

(d) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 (c.43) and Schedule 24 to the Environment Act 1995.

## PART 3

### Streets

#### Street works

**8.**—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) as is within the Order limits and may—

- (a) break up or open the street or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) remove or use all earth and materials in on 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) to (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(a).

#### Application of the 1991 Act

**9.**—(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 8 (street works); and
- (b) the temporary stopping up, alteration or diversion of a street by the undertaker under article 10 (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 sub-paragraphs (a) to (g).

(3) Section 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.

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(a) “Apparatus” is defined in sections 89(3) and 105(1).

### **Temporary stopping up of streets**

**10.**—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, alter or divert 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 persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article 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, alteration or diversion 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, alter or divert the streets specified in Schedule 5 (streets to be temporarily stopped up) to the extent specified by reference to the letters and numbers shown on the streets plan.

(5) The undertaker must not temporarily stop up, alter or divert—

- (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) 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 (determination of questions of disputed compensation).

(7) 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.

### **Temporary stopping up of public rights of way**

**11.** 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 column (2) of Schedule 4 (public rights of way to be temporarily stopped up) to the extent specified in column (3), by reference to the letters shown on the temporary stopping up of rights of way plan.

### **Access to works**

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

- (a) form, lay out and maintain means of access, or improve or maintain existing means of access, in the locations specified in Schedule 6 (access to works); and
- (b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 16 (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 8 (street works).

(2) Such an agreement may, without limiting paragraph (1):—

- (a) provide for the street authority to carry out any function under this Order that relates to the street in question;
- (b) include an agreement between the undertaker and the 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.

## PART 4

### Supplemental powers

#### Discharge of water

14.—(1) Subject to paragraphs (3) and (4) below 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 inspect, 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.

(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) must be determined as if it were a dispute under section 106 (right to communicate with public sewers)(a) of the Water Industry Act 1991 .

(3) The undertaker must not discharge any water into a 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.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to paragraph (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) The undertaker must not, in carrying out or maintaining works pursuant to this article damage or interfere with the bed or banks of any watercourse forming part of a main river.

(7) 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.

(8) In this article—

- (a) “ordinary watercourse” has the meaning given in the Land Drainage Act 1991;
- (b) “public sewer or drain” means a sewer or drain that belongs to the Environment Agency, a relevant drainage authority, a local authority or a sewerage undertaker; and
- (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.

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

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(a) 1991 c. 56. Section 106 was amended by section 35(8) and 43(2) of the Competition and Service (Utilities) Act 1992 (c. 43) and sections 36(2) and 99 of the Water Act 2003 (c. 37).

## **Protective work to buildings**

**15.**—(1) Subject to the provisions of this article, the undertaker may at its own expense carry out such protective works to any building within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised project; or
- (b) after the completion of that part of the authorised project in the vicinity of the building at any time up to the end of the period of five years beginning with the day on which that part of the authorised project is brought into commercial operation.

(3) For the purpose of determining how the powers under this article are to be exercised the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building the undertaker may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land that is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and land within its curtilage;
- (c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a right under paragraph (4)(b) to enter land;

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), the notice must specify the protective works proposed to be carried out.

(6) Where a notice is served under sub-paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within 10 days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 43 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which powers under this article have been exercised for any loss or damage arising to them by reason of the exercise of the powers.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of five years beginning with the day on which the part of the authorised project carried out in the vicinity of the building is brought into commercial operation it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised project;

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker of any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act<sup>(a)</sup> applies to the entry onto land under this article to the same extent as it applies in respect of the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act .

(12) In this article, “protective works”, in relation to a building, means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage that may be caused to the building by the carrying out, maintenance or use of the authorised project; and
- (b) any works, the purpose of which is to remedy any damage that has been caused to the building by the carrying out, maintenance or use of the authorised project.

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

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

- (a) survey or investigate the land;
- (b) without limiting 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 limiting sub-paragraph (a), carry out ecological or archaeological investigations on the land, including the digging of trenches; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and the 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. If the undertaker proposes to do any of the following, the notice must include details of what is proposed:—

- (a) searching, boring or excavating;
- (b) leaving apparatus on the land; and
- (c) taking samples.

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

- (a) must, if so required before or after 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<sup>(b)</sup>;
- (b) in land held by or in right of the Crown without the consent of the Crown;
- (c) in land located within the highway boundary without the consent of the highway authority; or
- (d) in a private street without the consent of the street authority;

but such consent must not be unreasonably withheld or delayed.

(5) After completion of the activities being undertaken pursuant to this article, any apparatus must be removed as soon as practicable, and the land must be restored to its original condition.

(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 powers conferred by this article, such

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(a) Section 13 was amended by section 139 of, and paragraph 28(2) of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(b) As defined in Part 3 of Schedule 14 (For the Protection of Network Rail Infrastructure Limited).

compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act .

(7) This article applies in relation to the onshore works only.

(8) 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 (4)(c) in the case of a highway authority; or
- (b) under paragraph (4)(d) in the case of a street authority;

that authority is deemed to have granted consent.

(9) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto 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, “specified land” means the land within the Order limits.

(2) Before the undertaker carries out any development or works that disturb or may disturb any human remains in the specified land, it must remove the 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 in two 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, the person must 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 the 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 is given to the undertaker in respect of any remains in the specified land;

- (b) notice under paragraph (5) 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;
- (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 a notice under paragraph (5) 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 are to be re-interred in individual containers which are to 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 the person claims to be and that the remains in question can be identified, but the person does not remove the remains, the undertaker must comply with any reasonable request that the person makes 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 to the Registrar-General by the undertaker 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 of the record mentioned in paragraph (9) must be sent by the undertaker to the relevant planning authority.

(12) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions 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 (offence of removal of body from burial ground) of the Burial Act 1857(a) does not apply to a removal carried out in accordance with this article.

## PART 5

### Powers of acquisition

#### **Compulsory acquisition of land**

**18.**—(1) SEL, with the consent of DEL such consent not to be unreasonably withheld, may acquire compulsorily so much of the Order land as is required for the Sheringham Shoal Extension Project or the integrated works, or to facilitate, or is incidental to, the construction and maintenance of the Sheringham Shoal Extension Project or the integrated works.

(2) DEL, with the consent of SEL such consent not to be unreasonably withheld, may acquire compulsorily so much of the Order land as is required for the Dudgeon Extension Project or the integrated works, or to facilitate, or is incidental to, the construction and maintenance of the Dudgeon Extension Project or the integrated works.

(3) If the undertaker whose consent is required under paragraph (1) or (2) fails to notify the undertaker requesting consent of its decision within 28 days of receiving an application for consent, the first mentioned undertaker is deemed to have given consent.

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(a) 1857 c. 81. Section 25 was substituted by section 2 of the Church of England (Miscellaneous Provisions) Measure 2014 (2014 No. 1) and amended by paragraph 1 of Schedule 3 to the Ecclesiastical Jurisdiction and Care of Churches Measure 2018 (2018 No. 3).



- (4) This article is subject to—
- (a) article 20 (compulsory acquisition of rights);
  - (b) article 23 (acquisition of subsoil or airspace only);
  - (c) article 26 (temporary use of land for carrying out the authorised project); and
  - (d) article 37 (crown rights).

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

**19.**—(1) After the end of the period of 7 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 (execution of declaration) of the 1981 Act<sup>(a)</sup> as applied by article 22 (application of the 1981 Act).

(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), but 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) Subject to paragraph (3), SEL may, with the consent of DEL such consent not to be unreasonably withheld, 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 paragraph (3), DEL may, with the consent of SEL such consent not to be unreasonably withheld, 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, by creating them as well as by acquiring rights already in existence.

(3) Subject to the provisions of this paragraph, article 21 (private rights over land) and article 28 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 7 (land in which only new rights, etc. may be acquired), the powers of compulsory acquisition conferred by this Order are limited to the acquisition by the undertaker referred to in the corresponding entry in column (2) of that Schedule of such new rights and the imposition of restrictive covenants as may be required for the purpose specified in relation to that land in column (2) of that Schedule and as described in the book of reference.

(4) Subject to section 8 (other provisions as to divided land) of and Schedule 2A (counter-notice requiring purchase of land not in notice to treat) (as substituted by paragraph 5(8) of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights) to the 1965 Act, where the undertaker acquires a right over the Order land or imposes a restrictive covenant under this article, the undertaker is not required to acquire a greater interest in that land.

(5) Schedule 8 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 Order of a right over land by the creation of a new right or the imposition of a restrictive covenant.

(6) In any case where the acquisition of new rights or the imposition of restrictive covenants under paragraph (1) is required for the purposes 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.

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(a) 1981 c. 66.

(7) 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 over land**

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

- (a) 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) (powers of entry) of the 1965 Act ;

whichever is the earlier.

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

- (a) from the date of the acquisition of the right or the imposition of the restrictive covenant 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;

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights 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 under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) 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 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 28 (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) References in this article to private rights over land include any trust, incident, easement, liberty, privilege, right or advantage to which the land is subject.

## **Application of the 1981 Act**

- 22.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.
- (2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.
- (3) In section 1 (application of act), for subsection 2, substitute—
- “(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.
- (4) In section 5(2) (earliest date for execution of declaration) omit the words from “, and this subsection” to the end.
- (5) Section 5A (time limit for general vesting declaration) is omitted.
- (6) In section 5B (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 5A” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent) the seven year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 202[X]”.
- (7) In section 6 (notices after execution of declaration), in subsection (1)(b), for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.
- (8) 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.
- (9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—
- “(2) But see article 23 (acquisition of subsoil or airspace only) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 202[X], which excludes the acquisition of subsoil or airspace only from this Schedule.”.
- (10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 24 (modification of Part 1 of the 1965 Act)) to the compulsory acquisition of land under this Order.

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

- 23.**—(1) SEL may, with the consent of DEL such consent not to be unreasonably withheld, acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over 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) DEL may, with the consent of SEL such consent not to be unreasonably withheld, acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over the land referred to in paragraph (2) 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.
- (3) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land under paragraph (1) or (2), the undertaker is not required to acquire an interest in any other part of the land.
- (4) The following do not apply in connection with the exercise of the power under paragraph (1) or (2) in relation to subsoil or airspace only—
- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and

(c) Section 153(4A) (reference of objection to Upper Tribunal: general) of the 1990 Act.

(5) Paragraphs (3) and (4) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory or airspace above a house, building or manufactory.

### **Modification of Part 1 of the 1965 Act**

**24.**—(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) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent), the seven year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 202[X]”.

(3) In section 11A (powers of entry: further notice of entry)—

(a) in subsection (1)(a), after “land” insert “under that provision”;

(b) in subsection (2), after “land” insert “under that provision”.

(4) In section 22(2) (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 Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 202[X]”.

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

“(2) But see article 23(4) (acquisition of subsoil or airspace only) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 202[X], which excludes the acquisition of subsoil or airspace only from this Schedule”; 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 15 (protective work to buildings), article 26 (temporary use of land for carrying out the authorised project) or article 27 (temporary use of land for maintaining the authorised project) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 202[X].”.

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

**25.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or airspace over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or airspace 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 that 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 (sharing of cost of necessary measures) of the 1991 Act 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 Schedule 9 (land of which temporary possession only may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and
  - (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
- (b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;
- (c) construct temporary works (including the provision of means of access), haul roads, 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;
- (e) construct any works, or use the land, as specified in relation to that land in column (2) of Schedule 9, or any mitigation works;
- (f) construct such works on that land as are mentioned in Part 1 (authorised development) of Schedule 1 (authorised project); and
- (g) carry out mitigation works required pursuant to the requirements in Schedule 2.

(2) 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.

(3) The undertaker must not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land specified in paragraph (1)(a)(i) 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) of Schedule 9; or
- (b) in the case of land specified in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken 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;

- (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 3 (streets subject to street works); or
- (d) restore the land on which any works have been carried out under paragraph (1)(g) in so far as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2.

(5) 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 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 (compensation in case where no right to claim in nuisance) of the 2008 Act 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 new rights over or impose restrictive covenants over the land referred to in paragraph (1)(a)(i).

(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 (refusal to give possession to acquiring authority) of the 1965 Act 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 (application of compulsory acquisition provisions) of the 2008 Act.

### **Temporary use of land for maintaining the 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 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.

(5) 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.

(6) 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.

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

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act 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 (6).

(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 (refusal to give possession to acquiring authority) of the 1965 Act 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 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article “the maintenance period” means—

- (a) in relation to the maintenance of any tree, hedge or shrub planted as part of an approved landscape management plan the relevant period referred to in requirement 11(2); and
- (b) in relation to any other part of the authorised project, means the period of five years beginning with the date on which that part of the authorised project is brought into commercial operation.

### **Statutory undertakers**

**28.**—(1) Subject to the provisions of article 41 (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 plans within the Order limits; and
- (b) extinguish the rights of, and remove or reposition apparatus belonging to, statutory undertakers within the Order limits.

(2) In this article “statutory undertaker” means—

- (a) a person falling within section 127(8) (statutory undertakers’ land) of the 2008 Act ; and
- (b) a public communications provider.

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

**29.**—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 28 (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 28, 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 that 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 sewage disposal plant.

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

(4) In this article “public utility undertaker” has the same meaning as in section 329 (further provision as to interpretation) of the 1980 Act.

## PART 6

### Operations

#### Operation of generating station

**30.**—(1) SEL is authorised to operate the generating station comprised in the Sheringham Shoal Extension Project.

(2) DEL is authorised to operate the generating station comprised in the Dudgeon Extension Project.

(3) Paragraphs (1) and (2) do 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

**31.**—(1) The following marine licences are deemed to have been granted to SEL under Part 4 of the 2009 Act (marine licensing) for the licensed activities specified in Part 1 of each licence and subject to the conditions specified in Part 2 of each licence—

- (a) Marine Licence 1 (set out in Schedule 10); and
- (b) Marine Licence 3 (set out in Schedule 12).

(2) The following marine licences are deemed to have been granted to DEL under Part 4 of the 2009 Act (marine licensing) for the licensed activities specified in Part 1 of each licence and subject to the conditions specified in Part 2 of each licence—

- (a) Marine Licence 2 (set out in Schedule 11); and
- (b) Marine Licence 4 (set out in Schedule 13).

## PART 7

### Miscellaneous and general

#### Application of landlord and tenant law

**32.**—(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 the agreement relates to the terms on which any land that 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 prejudices 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 that 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**

**33.** Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as not being operational land) of the 1990 Act.

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

**34.**—(1) Subject to article 35 (trees subject to tree preservation orders) the undertaker may fell or lop, or cut back the roots of, any tree or shrub within or overhanging land within the Order limits or near any part of the authorised project if the undertaker 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 not do any 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) subject to paragraph (2) above, remove any hedgerows as are within the Order Limits and specified in Schedule 16, Part 1 (removal of hedgerows) that may be required to be removed for the purposes of carrying out the authorised project; and
- (b) remove the important hedgerows as are within the Order Limits and specified in Schedule 16, Part 2 (removal of potentially important hedgerows) and Schedule 16, Part 3 (removal of important hedgerows).

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

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

**35.**—(1) The undertaker may fell or lop, or cut back the roots of, any tree within or overhanging the Order limits that is subject to a tree preservation order if it reasonably believes it to be necessary to do so 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 not do any unnecessary damage to any tree or shrub 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) (replacement of trees) of the 1990 Act(a) 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, must be determined under Part 1 of the 1961 Act.

(5) In this article, “tree preservation order” has the same meaning as in section 198 (power to make tree preservation orders) of the 1990 Act.

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(a) Section 206(1) was amended by paragraph 11 of Schedule 8 to the Planning Act 2008.

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

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

### **Crown rights**

**37.**—(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 lessee or 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 His 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 His 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 His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in section 227 (“Crown land” and “the appropriate Crown authority”) of 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.

### **Certification of plans and documents, etc.**

**38.**—(1) The undertaker must, as soon as practicable after this Order is made, submit to the Secretary of State all of the documents listed in Schedule 18 for certification that they are true copies of the documents referred to in this Order.

(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.

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

**39.**—(1) Where the Sheringham Shoal Extension Project offshore works or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with SEL, by notice in writing require SEL at its own expense either to repair, make safe and restore one or any of those works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) of the 2004 Act, restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

(2) Where the Dudgeon Extension Project offshore works or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with DEL, by notice in writing require DEL at its own expense either to repair, make safe and restore one or any of those works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) of the 2004 Act, restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

(3) For the purposes of this article:

“Dudgeon Extension Project offshore works” means:—

- (a) in the event of scenario 1, 2 or 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or

- (b) in the event of scenario 4, Work Nos. 1B, 2B, any part of the integrated offshore works operated by or for the benefit of DEL and any other authorised development associated with those works; and

“Sheringham Shoal Extension Project offshore works” means:—

- (a) in the event of scenario 1, 2 or 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of Scenario 4, Work Nos. 1A, 2A, any part of the integrated offshore works operated by or for the benefit of SEL and any other authorised development associated with those works.

## **Funding**

**40.**—(1) Except where the provisions of paragraph (8) apply, SEL must not exercise the powers conferred by the provisions referred to in paragraph (3) in relation to any land unless a guarantee or alternative form of security in respect of the liabilities of SEL to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land is in place.

(2) Except where the provisions of paragraph (9) apply, DEL must not exercise the powers conferred by the provisions referred to in paragraph (3) in relation to any land unless a guarantee or alternative form of security in respect of the liabilities of DEL to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land is in place.

(3) The provisions are—

- (a) article 18 (compulsory acquisition of land);
- (b) article 20 (compulsory acquisition of rights);
- (c) article 21 (private rights over land);
- (d) article 23 (acquisition of subsoil or airspace only);
- (e) article 25 (rights under or over streets);
- (f) article 26 (temporary use of land for carrying out the authorised project);
- (g) article 27 (temporary use of land for maintaining the authorised project); and
- (h) article 28 (statutory undertakers).

(4) The form of guarantee or security referred to in paragraphs (1) and (2), and the amount guaranteed or secured, must be approved by the Secretary of State, but such approval must not be unreasonably withheld.

(5) The undertaker must provide the Secretary of State with such information as the Secretary of State may reasonably require relating to the interests in the land affected by the exercise of the powers referred to in paragraph (3) for the Secretary of State to be able to determine the adequacy of the proposed guarantee or security including—

- (a) the interests affected; and
- (b) the undertaker’s assessment, and the basis of the assessment, of the level of compensation.

(6) A guarantee or other security given in accordance with this article that guarantees or secures the undertaker’s payment of compensation in relation to the exercise of the powers referred to in paragraph (3) is to be treated as enforceable against the guarantor or provider of security by any person to whom such compensation is properly payable and must be in such a form as to be capable of enforcement by such a person.

(7) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

(8) Nothing in this article requires a guarantee or alternative form of security to be put in place by SEL where—

- (a) SEL provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security

to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (1); and

- (b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

(9) Nothing in this article requires a guarantee or alternative form of security to be put in place by DEL where —

- (a) DEL provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (2); and
- (b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

### **Protective provisions**

**41.** Schedule 14 (protective provisions) has effect.

### **Service of notices**

**42.—**(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

- (a) in the case of the secretary or clerk of that body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at that time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by the description of “owner”, or as the case may be “occupier” of the land (describing it); and
- (b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

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(a) 1978 c. 30.

- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

### **Arbitration**

**43.**—(1) Subject to article 36 (Saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled by arbitration in accordance with the rules in Schedule 15 (arbitration rules) by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

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

### **Procedure in relation to approvals, etc. under requirements**

**44.**—(1) Where an application is made to the relevant planning authority for any consent, agreement or approval required by a requirement, the following provisions apply in respect of that application as they would if the consent, agreement or approval so required were required by a condition imposed on a grant of planning permission—

- (a) sections 78 (right to appeal against planning decisions and failure to take such decisions) and 79 (determination of appeals) of the 1990 Act<sup>(a)</sup>;
- (b) any orders, rules or regulations that make provision in relation to a consent, agreement or approval of a local planning authority required by a condition imposed on a grant of planning permission.

(2) For the purposes of paragraph (1), orders, rules and regulations make provision in relation to a consent, agreement or approval of a local planning authority required by a condition imposed on a grant of planning permission in so far as they make provision in relation to—

- (a) an application for such a consent, agreement or approval;
- (b) the grant or refusal of such an application; or

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(a) Section 78 was amended by section 43(2) of the Planning and Compulsory Purchase Act 2004 (c. 5), paragraph 3(b) of Schedule 10 to the Planning Act 2008 (c.29), section 123(3) of, and paragraph 11 of Schedule 12 to, the Localism Act 2011 (c.20), paragraph 8 of Schedule 1 to the Growth and Infrastructure Act 2013 (c.27) and paragraph 12 of Schedule 4 to the Infrastructure Act 2015 (c. 7). Section 79 was amended by section 18 of, and paragraph 19 of Schedule 7 to, the Planning and Compensation Act 1991 (c. 34) and by paragraph 4 of Schedule 10 to the Planning Act 2008.

(c) a failure to give notice of a decision on such an application.

(3) Nothing in paragraph (1)(b) affects the application of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017.

#### **Modification of DOW section 36 consent**

**45.** Upon commencement by the undertaker of any Work Nos. 1B, 2B, 3B or 3C, 4B or 4C, 5B or 5C the provisions of the DOW section 36 consent shall be amended as follows—

- (a) In condition 3, substitute “560MW” with “402MW”; and
- (b) In Annex B, under the heading “Maximum Number of Turbines” substitute “77” with “67”.

#### **Compensation**

**46.** Schedule 17 (compensation measures) has effect.

[Signatory text]

Date

*Name*  
Parliamentary Under Secretary of State  
Department

## SCHEDULE 1

Article 2

### Authorised project

#### PART 1

#### Authorised development

**1.** Nationally significant infrastructure projects as defined in sections 14 and 15 of the 2008 Act located in the North Sea approximately 14 kilometres and 25 kilometres to the north of the north Norfolk coast, comprising—

#### **Sheringham Shoal Extension Project**

##### *Offshore works*

*Work No. 1A*— in the event of scenario 1, scenario 2, scenario 3 or scenario 4, an offshore wind turbine generating station with a gross electrical output capacity of more than 100 megawatts comprising up to 23 wind turbine generators each fixed to the seabed by piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundations;

*Work No. 2A*—

- (a) in the event of scenario 1, scenario 2, scenario 3 or scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1A including cable protection and one or more cable crossings; and
- (b) in the event of scenario 1, scenario 2 or scenario 3, a network of subsea in-field cables between the wind turbine generators in Work No. 1A and the offshore substation platform in Work No. 3A including cable protection and one or more cable crossings; or
- (c) in the event of scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1A and the integrated offshore substation platform in Work No. 3C including cable protection and one or more cable crossings;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

*Work No. 3A*— in the event of scenario 1, scenario 2 or scenario 3, an offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4A*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 3A and Work No. 5A along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5A*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 4A and Work No. 7A along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6A*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 2A, 3A, 4A and 5A;

*Work No. 7A*— in the event of scenario 1, scenario 2 or scenario 3, landfall connection works between Work No. 5A and Work No. 8A comprising of a cable circuit and ducts seaward of MHWS within the area shown on the works plans;

### **Onshore Works - In the County of Norfolk, districts of North Norfolk, Broadland and South Norfolk**

*Work No. 8A*— in the event of scenario 1, scenario 2 or scenario 3, onshore connection works landward of MHWS consisting of a cable circuit and ducts between Work No. 7A and Work No. 9A and onshore construction works;

*Work No. 9A*— in the event of scenario 1, scenario 2 or scenario 3, onshore connection works consisting of—

- (a) a transition joint bay;
- (b) a cable circuit and ducts between Work No. 8A and Work No. 12A and in the event of scenario 2 only additional cable ducts for the Dudgeon Extension Project between Work No. 8B and Work No. 12B;
- (c) a link box;
- (d) horizontal directional drilling compound; and
- (e) onshore construction works;

*Work No. 10A*— a temporary working area (including access) to facilitate Work Nos. 7A, 8A and 9A in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C and 9C in the event of scenario 4;

*Work No. 11A*— a permanent access to Work Nos. 7A, 8A and 9A in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C and 9C in the event of scenario 4;

*Work No. 12A*—

- (a) in the event of scenario 1, a cable circuit and ducts between Work No. 9A and Work No. 15A and onshore construction works;
- (b) in the event of scenario 2, a cable circuit and ducts between Work No. 9A and Work No. 15A, additional cable ducts for the Dudgeon Extension Project between Work No. 9B and Work No. 15B and onshore construction works; or
- (c) in the event of scenario 3, a cable circuit and ducts between Work No. 9A and Work No. 15C, onshore construction works and, in the event of sequential construction, may include additional cable ducts for the Dudgeon Extension Project between Work No. 9B and Work No. 15C;

*Work No. 13A*— temporary vehicular access tracks to serve Work Nos. 7A, 8A, 9A, 11A, 12A, 13A and 14A in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C, 9C, 10A, 11A, 12C and 14A in the event of scenario 4;

*Work No. 14A*— construction compound areas to assist with the construction of Work Nos. 8A, 9A, 10A, 11A, 12A, 13A and 14A; in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 8C, 9C, 10C, 11A, 12A, 13C and 14A in the event of scenario 4;

*Work No. 15A*—

- (a) in the event of scenario 1, an onshore HVAC substation, cable circuits and ducts and onshore construction works; or
- (b) in the event of scenario 2, an onshore HVAC substation, cable circuits and ducts, additional cable ducts for the Dudgeon Extension Project and onshore construction works;

*Work No. 16A*—

- (a) in the event of scenario 1, a cable circuit and ducts between Work Nos. 15A and 17A, and onshore construction works; or
- (b) in the event of scenario 2, a cable circuit and ducts between Work Nos. 15A and 17A, additional cable ducts for the Dudgeon Extension Project between Work No. 15B, and Work No. 17B and onshore construction works;

*Work No. 17A*— in the event of scenario 1 or scenario 2, works consisting of export cables and ducts between Work No. 16A and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound and onshore construction works;

*Work No. 18A*— permanent works relating to Work Nos. 12A, 15A, 16A, 17A, 19A and 22A in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 19A and 22A in the event of scenario 3 or scenario 4, including:—

- (a) flood attenuation and drainage works;
- (b) landscaping;
- (c) ecological mitigation works; and
- (d) onshore construction works;

*Work No. 19A*— permanent accesses (including onshore construction works) in relation to Work Nos. 12A, 15A, 16A, 17A, 18A and 22A in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18A and 22A in the event of scenario 3 or scenario 4;

*Work No. 20A*— temporary working areas to facilitate Work Nos. 12A, 15A, 16A, 17A, 18A, 19A and 22A in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18A, 19A and 22A, including:

- (a) temporary works relating to traffic and highway management;
- (b) temporary accesses; and
- (c) onshore construction works;

*Work No. 21A*— not used;

*Work No. 22A*— permanent landscaping and ecological mitigation works (including onshore construction works) relating to Work Nos. 12A, 15A, 16A, 17A, 18A and 19A in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18A and 19A in the event of scenario 3 or scenario 4;

### **Further Associated Development**

In connection with such Work Nos. 1A to 7A 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) 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. 1A to 5A and 7A and the disposal 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;
- (e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project; and
- (f) disposal of drill arisings in connection with any foundation drilling up to a total of 12,371 cubic metres;

and in connection with such Work Nos. 8A to 22A 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) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (c) habitat creation;
- (d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, lighting and other works associated with cable laying;
- (e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains, cables and pipes;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (h) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (i) works for the benefit or protection of land affected by the authorised project; and
- (j) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration.

### **Dudgeon Extension Project**

#### *Offshore works*

*Work No. 1B*— in the event of scenario 1, scenario 2, scenario 3 or scenario 4, an offshore wind turbine generating station with a gross electrical output capacity of more than 100 megawatts comprising up to 30 wind turbine generators located either all in DEP North or split between DEP North and DEP South each fixed to the seabed by piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundations;

#### *Work No. 2B*—

- (a) in the event of scenario 1, scenario 2, scenario 3 or scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1B including cable protection and one or more cable crossings; and
- (b) in the event of scenario 1, scenario 2 or scenario 3, a network of subsea in-field cables between the wind turbine generators in Work No. 1B and Work No. 3B including cable protection and one or more cable crossings;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

*Work No. 3B*— in the event of scenario 1, scenario 2 or scenario 3, an offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4B*— in the event of scenario 1, scenario 2 or scenario 3—

- (a) interlink cables between DEP North and DEP South within the areas shown on the works plans; and
- (b) HVAC subsea export cables between Work No. 3B and Work No. 5B along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5B*— in the event of scenario 1, scenario 2, or scenario 3, HVAC subsea export cables between Work No. 4B and Work No. 7B along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6B*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B, 2B, 3B, 4B and 5B;

*Work No. 7B*— in the event of scenario 1, scenario 2, scenario 3, landfall connection works between Work No. 5B and Work No. 8B comprising of a cable circuit and ducts seaward of MHWS within the area shown on the works plans;

#### **Onshore Works - in the County of Norfolk, districts of North Norfolk, Broadland and South Norfolk**

*Work No. 8B*— in the event of scenario 1, scenario 2 or scenario 3 onshore connection works landward of MHWS consisting of a cable circuit and ducts between Work No. 7B and Work No. 9B and onshore construction works;

*Work No. 9B*— in the event of scenario 1, scenario 2 or scenario 3, onshore connection works consisting of—

- (a) a transition joint bay;
- (b) a cable circuit and ducts between Work No. 8B and Work No. 12B and in the event of scenario 2 only additional cable ducts for Sheringham Shoal Extension Project between Work No. 8A and Work No. 12A;
- (c) a link box;
- (d) horizontal directional drilling compound; and
- (e) onshore construction works;

*Work No. 10B*— a temporary working area (including access) to facilitate Work Nos. 7B, 8B and 9B in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C and 9C in the event of scenario 4;

*Work No. 11B*— a permanent access to Work Nos. 7B, 8B and 9B in the event of scenario 1, scenario 2, or scenario 3 or Work Nos. 7C, 8C and 9C in the event of scenario 4;

*Work No. 12B*—

- (a) in the event of scenario 1, a cable circuit and ducts between Work No. 9B and Work No. 15B and onshore construction works; or
- (b) in the event of scenario 2, a cable circuit and ducts between Work No. 9B and Work No. 15B, additional cable ducts for the Sheringham Shoal Extension Project between Work No.9A and Work No.15A and onshore construction works; or

- (c) in the event of scenario 3, a cable circuit and ducts between Work No. 9B and Work No. 15C, onshore construction works and, in the event of sequential construction, may include additional cable ducts for the Sheringham Shoal Extension Project between Work No. 9A and Work No. 15C; and

*Work No. 13B*— temporary vehicular access tracks to serve Work Nos. 7B, 8B, 9B, 10B, 11B, 12B and 14B in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C, 9C, 10B, 11B, 12C and 14B in the event of scenario 4;

*Work No. 14B*— construction compound areas to assist with the construction of Work Nos. 7B, 8B, 9B, 10B, 11B, 12B and 13B in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C, 9C, 10B, 11B, 12C and 13B in the event of scenario 4;

*Work No. 15B*—

- (a) in the event of scenario 1, an onshore HVAC substation, cable circuits and ducts and onshore construction works; or
- (b) in the event of scenario 2, an onshore HVAC substation, cable circuits and ducts, additional cable ducts for the Sheringham Shoal Extension Project and onshore construction works;

*Work No. 16B*—

- (a) in the event of scenario 1, a cable circuit and ducts between Work Nos. 15B and 17B, and onshore construction works; or
- (b) in the event of scenario 2, a cable circuit and ducts between Work Nos. 15B and 17B, additional cable ducts for the Sheringham Shoal Extension Project between Work No. 15A and Work No. 17A, and onshore construction works;

*Work No. 17B*— in the event of scenario 1 or scenario 2, works consisting of export cables and ducts between Work No. 16B and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound and onshore construction works;

*Work No. 18B*— permanent works relating to Works Nos. 12B, 15B, 16B, 17B, 19B and 22B in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 19B and 22B in the event of scenario 3 or scenario 4, including:

- (a) flood attenuation and drainage works;
- (b) landscaping;
- (c) ecological mitigation works; and
- (d) onshore construction works;

*Work No. 19B*— permanent accesses (including onshore construction works) in relation to Work Nos. 12B, 15B, 16B, 17B, 18B and 22B in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18B and 22B in the event of scenario 3 or scenario 4;

*Work No. 20B*— temporary working areas to facilitate Work Nos. 12B, 15B, 16B, 17B, 18B, 19B and 22B in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18B, 19B and 22B in the event of scenario 3 or scenario 4 including:

- (a) temporary works relating to traffic and highway management;
- (b) temporary accesses; and
- (c) onshore construction works;

*Work No. 21B*— not used;

*Work No. 22B*— permanent landscaping and ecological mitigation works (including onshore construction works) relating to Work Nos. 12B, 15B, 16B, 17B, 18B and 19B in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18B and 19B in the event of scenario 3 or scenario 4;

## **Further Associated Development**

In connection with such Work Nos. 1B to 7B 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) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 1B to 7B and the disposal 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;
- (e) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development; and
- (f) disposal of drill arisings in connection with any foundation drilling up to a total of 12,371 cubic metres;

and in connection with such Work Nos. 8B to 22B 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) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (c) habitat creation;
- (d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, lighting and other works associated with cable laying;
- (e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains, cables and pipes;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (h) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (i) works for the benefit or protection of land affected by the authorised project; and
- (j) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration;

## **Sheringham Shoal and Dudgeon Extension Projects Integrated works**

### *Offshore Integrated Works*

*Work No. 3C*— in the event of scenario 4, an integrated offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4C*— in the event of scenario 4—

- (a) interlink cables between DEP North and Work No. 3C and DEP South and Work No. 3C; and
- (b) HVAC subsea export cables between Work no. 3C and Work Nos. 5C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5C*— in the event of scenario 4, HVAC subsea export cables between Work No. 4C and Work No. 7C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 1B, 2A, 2B, 3C, 4C and 5C;

*Work No. 7C*— in the event of scenario 4, landfall connection works between Work No. 5C and Work No. 8C comprising of up to 2 cable circuits and ducts seaward of MHWS within the area shown on the works plans;

#### *Onshore Integrated Works*

*Work No. 8C*— in the event of scenario 4, onshore connection works landward of MHWS consisting of up to 2 cable circuits and ducts between Work No. 7C and Work No. 9C and onshore construction works;

*Work No. 9C*— in the event of scenario 4, onshore connection works consisting of—

- (a) a transition joint bay;
- (b) up to 2 cable circuits and ducts between Work No. 8C and Work No. 12C;
- (c) a link box;
- (d) horizontal directional drilling compound; and
- (e) onshore construction works;

*Work No. 12C*— in the event of scenario 4, up to 2 cable circuits and ducts between Work No. 8C and Work No. 14C and onshore construction works;

*Work No. 15C*— in the event of scenario 3 or scenario 4, an integrated onshore substation, cable circuits and ducts and onshore construction works;

*Work No. 16C*— in the event of scenario 3 or scenario 4, up to two cable circuit and ducts between Work Nos. 14C and 16C, and onshore construction works;

*Work No. 17C*— in the event of scenario 3 or scenario 4, works consisting of export cables and ducts between Work No. 16C and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound and onshore construction works;

#### **Further Associated Development**

In connection with Work Nos. 3C, 4C, 5C and 7C 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) 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. 3C, 4C, 5C and 7C and the disposal 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;
- (e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project; and
- (f) disposal of drill arisings in connection with any foundation drilling up to a total of 425 cubic metres;

and in connection with such Work Nos. 8C, 9C, 12C, 15C, 16C and 17C 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) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (c) habitat creation;
- (d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, lighting and other works associated with cable laying;
- (e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains, cables and pipes;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (h) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (i) works for the benefit or protection of land affected by the authorised project; and
- (j) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration.

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

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 57' 0,139" N	1° 8' 13,019" E
2	52° 57' 0,150" N	1° 8' 12,936" E
3	52° 57' 0,192" N	1° 8' 12,620" E
4	52° 57' 0,286" N	1° 8' 11,866" E
5	52° 57' 0,398" N	1° 8' 11,011" E
6	52° 57' 0,404" N	1° 8' 10,963" E
7	52° 57' 0,502" N	1° 8' 10,178" E
8	52° 57' 0,652" N	1° 8' 9,128" E
9	52° 57' 0,775" N	1° 8' 8,217" E
10	52° 57' 1,013" N	1° 8' 6,561" E
11	52° 57' 1,225" N	1° 8' 5,022" E
12	52° 57' 1,257" N	1° 8' 4,784" E
13	52° 57' 1,415" N	1° 8' 3,615" E
14	52° 57' 1,473" N	1° 8' 3,101" E
15	52° 57' 1,634" N	1° 8' 1,883" E
16	52° 57' 1,757" N	1° 8' 1,003" E
17	52° 57' 1,860" N	1° 8' 0,138" E
18	52° 57' 1,929" N	1° 7' 59,601" E

19	52° 57' 1,966" N	1° 7' 59,330" E
20	52° 57' 2,040" N	1° 7' 58,853" E
21	52° 57' 2,142" N	1° 7' 58,179" E
22	52° 57' 2,239" N	1° 7' 57,564" E
23	52° 57' 2,336" N	1° 7' 56,932" E
24	52° 57' 2,415" N	1° 7' 56,417" E
25	52° 57' 2,534" N	1° 7' 55,487" E
26	52° 57' 2,589" N	1° 7' 55,055" E
27	52° 57' 2,607" N	1° 7' 54,919" E
28	52° 57' 2,696" N	1° 7' 54,127" E
29	52° 57' 2,768" N	1° 7' 53,322" E
30	52° 57' 2,880" N	1° 7' 52,285" E
31	52° 57' 2,897" N	1° 7' 52,130" E
32	52° 57' 3,257" N	1° 7' 49,886" E
33	52° 57' 5,555" N	1° 7' 35,579" E
34	52° 57' 5,611" N	1° 7' 35,229" E
35	52° 57' 5,909" N	1° 7' 33,373" E
36	52° 57' 5,934" N	1° 7' 33,220" E
37	52° 57' 5,939" N	1° 7' 33,185" E
38	52° 57' 6,008" N	1° 7' 32,757" E
39	52° 57' 6,023" N	1° 7' 32,667" E
40	52° 57' 6,120" N	1° 7' 32,062" E
41	52° 57' 6,123" N	1° 7' 32,042" E
42	52° 57' 6,154" N	1° 7' 31,846" E
43	52° 57' 10,746" N	1° 7' 36,861" E
44	52° 57' 19,051" N	1° 7' 45,934" E
45	52° 57' 20,587" N	1° 7' 46,841" E
46	52° 57' 26,879" N	1° 7' 48,679" E
47	52° 57' 48,441" N	1° 7' 54,772" E
48	52° 57' 58,805" N	1° 8' 4,605" E
49	52° 58' 12,220" N	1° 8' 34,066" E
50	52° 58' 34,958" N	1° 9' 36,262" E
51	52° 59' 22,998" N	1° 10' 43,822" E
52	53° 0' 30,361" N	1° 12' 15,823" E
53	53° 0' 46,686" N	1° 12' 29,296" E
54	53° 1' 11,064" N	1° 12' 51,625" E
55	53° 1' 37,543" N	1° 13' 26,533" E
56	53° 1' 42,855" N	1° 13' 33,521" E
57	53° 1' 45,516" N	1° 13' 37,022" E
58	53° 1' 48,177" N	1° 13' 40,523" E
59	53° 1' 57,649" N	1° 13' 52,984" E
60	53° 2' 5,064" N	1° 14' 0,477" E
61	53° 2' 8,039" N	1° 14' 2,369" E
62	53° 2' 13,073" N	1° 14' 5,569" E
63	53° 2' 21,996" N	1° 14' 11,241" E
64	53° 3' 11,052" N	1° 14' 33,328" E
65	53° 4' 6,456" N	1° 14' 56,808" E
66	53° 4' 20,142" N	1° 15' 3,361" E
67	53° 4' 48,003" N	1° 14' 37,022" E
68	53° 5' 0,824" N	1° 14' 22,104" E

69	53° 5' 24,774" N	1° 12' 46,325" E
70	53° 5' 47,202" N	1° 13' 1,718" E
71	53° 5' 47,266" N	1° 13' 1,677" E
72	53° 5' 47,266" N	1° 13' 1,676" E
73	53° 5' 47,540" N	1° 13' 1,498" E
74	53° 5' 47,545" N	1° 13' 1,495" E
75	53° 5' 50,444" N	1° 12' 59,604" E
76	53° 5' 50,506" N	1° 12' 59,565" E
77	53° 6' 19,018" N	1° 12' 40,975" E
78	53° 6' 19,097" N	1° 12' 40,924" E
79	53° 6' 42,962" N	1° 12' 25,364" E
80	53° 6' 43,080" N	1° 12' 25,287" E
81	53° 7' 12,739" N	1° 12' 5,962" E
82	53° 7' 42,397" N	1° 11' 46,630" E
83	53° 8' 12,055" N	1° 11' 27,290" E
84	53° 8' 41,711" N	1° 11' 7,942" E
85	53° 8' 41,717" N	1° 11' 7,938" E
86	53° 8' 49,191" N	1° 11' 3,065" E
87	53° 8' 49,206" N	1° 11' 3,056" E
88	53° 8' 57,559" N	1° 10' 57,610" E
89	53° 8' 57,564" N	1° 10' 57,607" E
90	53° 8' 58,833" N	1° 10' 56,779" E
91	53° 8' 58,859" N	1° 10' 56,762" E
92	53° 9' 10,110" N	1° 10' 9,689" E
93	53° 9' 21,357" N	1° 9' 22,609" E
94	53° 9' 32,598" N	1° 8' 35,522" E
95	53° 9' 43,834" N	1° 7' 48,428" E
96	53° 9' 55,065" N	1° 7' 1,328" E
97	53° 10' 6,290" N	1° 6' 14,221" E
98	53° 10' 17,511" N	1° 5' 27,107" E
99	53° 10' 28,726" N	1° 4' 39,986" E
100	53° 10' 22,650" N	1° 4' 36,278" E
101	53° 10' 42,669" N	1° 3' 5,384" E
102	53° 11' 0,670" N	1° 1' 43,552" E
103	53° 14' 54,927" N	1° 5' 27,526" E
104	53° 10' 44,373" N	1° 12' 1,895" E
105	53° 11' 13,860" N	1° 12' 11,123" E
106	53° 19' 22,035" N	1° 14' 44,392" E
107	53° 19' 24,577" N	1° 14' 40,469" E
108	53° 19' 41,719" N	1° 14' 14,017" E
109	53° 19' 36,290" N	1° 14' 0,796" E
110	53° 19' 26,212" N	1° 13' 36,255" E
111	53° 18' 53,497" N	1° 12' 16,638" E
112	53° 21' 15,721" N	1° 9' 51,844" E
113	53° 21' 16,055" N	1° 16' 30,292" E
114	53° 21' 9,584" N	1° 16' 30,130" E
115	53° 21' 9,588" N	1° 16' 40,944" E
116	53° 21' 9,602" N	1° 17' 32,335" E
117	53° 20' 46,340" N	1° 18' 7,238" E
118	53° 20' 58,886" N	1° 18' 37,507" E



119	53° 21' 16,936" N	1° 18' 58,324" E
120	53° 21' 22,793" N	1° 19' 36,332" E
121	53° 21' 24,406" N	1° 19' 46,805" E
122	53° 21' 30,645" N	1° 19' 43,928" E
123	53° 21' 30,645" N	1° 19' 43,928" E
124	53° 21' 31,501" N	1° 19' 49,484" E
125	53° 22' 5,598" N	1° 23' 31,296" E
126	53° 20' 55,179" N	1° 24' 12,249" E
127	53° 20' 5,815" N	1° 24' 10,859" E
128	53° 19' 37,743" N	1° 24' 18,782" E
129	53° 19' 12,755" N	1° 24' 33,321" E
130	53° 18' 37,856" N	1° 25' 12,778" E
131	53° 18' 20,926" N	1° 25' 33,723" E
132	53° 18' 2,776" N	1° 25' 49,211" E
133	53° 16' 55,907" N	1° 26' 28,297" E
134	53° 18' 28,271" N	1° 23' 16,521" E
135	53° 18' 28,562" N	1° 22' 59,560" E
136	53° 18' 10,100" N	1° 22' 30,186" E
137	53° 18' 5,388" N	1° 22' 22,691" E
138	53° 17' 37,875" N	1° 23' 22,449" E
139	53° 17' 6,386" N	1° 24' 30,794" E
140	53° 16' 34,886" N	1° 25' 39,111" E
141	53° 16' 3,374" N	1° 26' 47,400" E
142	53° 14' 19,176" N	1° 26' 40,362" E
143	53° 14' 41,168" N	1° 25' 55,438" E
144	53° 14' 12,180" N	1° 25' 53,118" E
145	53° 14' 9,751" N	1° 26' 4,136" E
146	53° 14' 8,685" N	1° 26' 8,971" E
147	53° 13' 50,288" N	1° 27' 32,359" E
148	53° 10' 37,646" N	1° 32' 22,747" E
149	53° 9' 2,230" N	1° 28' 24,671" E
150	53° 9' 12,580" N	1° 27' 18,352" E
151	53° 10' 2,657" N	1° 25' 22,375" E
152	53° 11' 16,316" N	1° 25' 28,260" E
153	53° 11' 45,083" N	1° 25' 31,476" E
154	53° 11' 44,501" N	1° 25' 28,959" E
155	53° 9' 25,899" N	1° 15' 31,541" E
156	53° 7' 47,872" N	1° 18' 4,400" E
157	53° 7' 18,106" N	1° 18' 52,228" E
158	53° 5' 11,303" N	1° 17' 34,822" E
159	53° 4' 57,157" N	1° 17' 26,108" E
160	53° 4' 41,993" N	1° 17' 18,707" E
161	53° 4' 16,861" N	1° 17' 6,445" E
162	53° 3' 31,655" N	1° 16' 44,006" E
163	53° 2' 56,728" N	1° 16' 23,297" E
164	53° 2' 36,026" N	1° 16' 13,041" E
165	53° 2' 11,385" N	1° 16' 1,397" E
166	53° 1' 56,679" N	1° 15' 52,961" E
167	53° 1' 53,161" N	1° 15' 50,943" E
168	53° 1' 46,953" N	1° 15' 47,381" E

169	53° 1' 37,328" N	1° 15' 48,044" E
170	53° 1' 15,382" N	1° 15' 49,556" E
171	53° 0' 55,099" N	1° 15' 27,732" E
172	53° 0' 38,892" N	1° 15' 6,464" E
173	53° 0' 24,690" N	1° 14' 49,491" E
174	53° 0' 7,904" N	1° 14' 34,363" E
175	52° 59' 51,516" N	1° 14' 19,153" E
176	52° 59' 30,125" N	1° 13' 52,004" E
177	52° 58' 15,884" N	1° 12' 12,515" E
178	52° 57' 19,880" N	1° 10' 51,261" E
179	52° 56' 53,154" N	1° 10' 16,648" E
180	52° 56' 52,095" N	1° 10' 15,277" E
181	52° 56' 52,094" N	1° 10' 15,235" E
182	52° 56' 52,092" N	1° 10' 15,039" E
183	52° 56' 52,099" N	1° 10' 14,751" E
184	52° 56' 52,117" N	1° 10' 14,407" E
185	52° 56' 52,167" N	1° 10' 13,852" E
186	52° 56' 52,168" N	1° 10' 13,838" E
187	52° 56' 52,205" N	1° 10' 13,440" E
188	52° 56' 52,242" N	1° 10' 12,997" E
189	52° 56' 52,276" N	1° 10' 12,553" E
190	52° 56' 52,311" N	1° 10' 12,109" E
191	52° 56' 52,349" N	1° 10' 11,667" E
192	52° 56' 52,393" N	1° 10' 11,225" E
193	52° 56' 52,452" N	1° 10' 10,727" E
194	52° 56' 52,518" N	1° 10' 10,231" E
195	52° 56' 52,584" N	1° 10' 9,735" E
196	52° 56' 52,645" N	1° 10' 9,237" E
197	52° 56' 52,669" N	1° 10' 9,009" E
198	52° 56' 52,691" N	1° 10' 8,779" E
199	52° 56' 52,710" N	1° 10' 8,549" E
200	52° 56' 52,727" N	1° 10' 8,341" E
201	52° 56' 52,729" N	1° 10' 8,319" E
202	52° 56' 52,748" N	1° 10' 8,089" E
203	52° 56' 52,767" N	1° 10' 7,858" E
204	52° 56' 52,788" N	1° 10' 7,629" E
205	52° 56' 52,812" N	1° 10' 7,400" E
206	52° 56' 52,839" N	1° 10' 7,173" E
207	52° 56' 52,872" N	1° 10' 6,964" E
208	52° 56' 52,913" N	1° 10' 6,759" E
209	52° 56' 52,959" N	1° 10' 6,556" E
210	52° 56' 53,008" N	1° 10' 6,354" E
211	52° 56' 53,057" N	1° 10' 6,152" E
212	52° 56' 53,101" N	1° 10' 5,948" E
213	52° 56' 53,139" N	1° 10' 5,742" E
214	52° 56' 53,167" N	1° 10' 5,531" E
215	52° 56' 53,294" N	1° 10' 4,265" E
216	52° 56' 53,347" N	1° 10' 3,675" E
217	52° 56' 53,374" N	1° 10' 3,380" E
218	52° 56' 53,428" N	1° 10' 2,790" E

219	52° 56' 53,447" N	1° 10' 2,611" E
220	52° 56' 53,470" N	1° 10' 2,435" E
221	52° 56' 53,495" N	1° 10' 2,259" E
222	52° 56' 53,522" N	1° 10' 2,083" E
223	52° 56' 53,549" N	1° 10' 1,907" E
224	52° 56' 53,576" N	1° 10' 1,732" E
225	52° 56' 53,600" N	1° 10' 1,555" E
226	52° 56' 53,621" N	1° 10' 1,377" E
227	52° 56' 53,636" N	1° 10' 1,187" E
228	52° 56' 53,642" N	1° 10' 0,996" E
229	52° 56' 53,642" N	1° 10' 0,803" E
230	52° 56' 53,637" N	1° 10' 0,611" E
231	52° 56' 53,625" N	1° 10' 0,224" E
232	52° 56' 53,622" N	1° 10' 0,031" E
233	52° 56' 53,623" N	1° 9' 59,838" E
234	52° 56' 53,631" N	1° 9' 59,646" E
235	52° 56' 53,648" N	1° 9' 59,467" E
236	52° 56' 53,673" N	1° 9' 59,290" E
237	52° 56' 53,702" N	1° 9' 59,114" E
238	52° 56' 53,735" N	1° 9' 58,939" E
239	52° 56' 53,769" N	1° 9' 58,765" E
240	52° 56' 53,774" N	1° 9' 58,732" E
241	52° 56' 53,800" N	1° 9' 58,589" E
242	52° 56' 53,828" N	1° 9' 58,413" E
243	52° 56' 53,848" N	1° 9' 58,235" E
244	52° 56' 53,859" N	1° 9' 58,055" E
245	52° 56' 53,867" N	1° 9' 57,664" E
246	52° 56' 53,866" N	1° 9' 57,272" E
247	52° 56' 53,859" N	1° 9' 56,881" E
248	52° 56' 53,847" N	1° 9' 56,490" E
249	52° 56' 53,836" N	1° 9' 56,215" E
250	52° 56' 53,821" N	1° 9' 55,941" E
251	52° 56' 53,672" N	1° 9' 54,467" E
252	52° 56' 53,607" N	1° 9' 53,772" E
253	52° 56' 53,669" N	1° 9' 53,180" E
254	52° 56' 53,873" N	1° 9' 51,996" E
255	52° 56' 53,989" N	1° 9' 51,045" E
256	52° 56' 54,041" N	1° 9' 50,536" E
257	52° 56' 54,109" N	1° 9' 49,723" E
258	52° 56' 54,175" N	1° 9' 48,910" E
259	52° 56' 54,239" N	1° 9' 48,096" E
260	52° 56' 54,254" N	1° 9' 47,907" E
261	52° 56' 54,270" N	1° 9' 47,718" E
262	52° 56' 54,287" N	1° 9' 47,529" E
263	52° 56' 54,303" N	1° 9' 47,340" E
264	52° 56' 54,318" N	1° 9' 47,150" E
265	52° 56' 54,332" N	1° 9' 46,961" E
266	52° 56' 54,342" N	1° 9' 46,771" E
267	52° 56' 54,349" N	1° 9' 46,581" E
268	52° 56' 54,353" N	1° 9' 46,391" E

269	52° 56' 54,328" N	1° 9' 45,824" E
270	52° 56' 54,300" N	1° 9' 45,416" E
271	52° 56' 54,289" N	1° 9' 45,258" E
272	52° 56' 54,280" N	1° 9' 45,064" E
273	52° 56' 54,271" N	1° 9' 44,870" E
274	52° 56' 54,253" N	1° 9' 44,481" E
275	52° 56' 54,244" N	1° 9' 44,287" E
276	52° 56' 54,237" N	1° 9' 44,092" E
277	52° 56' 54,231" N	1° 9' 43,898" E
278	52° 56' 54,227" N	1° 9' 43,703" E
279	52° 56' 54,225" N	1° 9' 43,508" E
280	52° 56' 54,259" N	1° 9' 42,898" E
281	52° 56' 54,310" N	1° 9' 42,288" E
282	52° 56' 54,354" N	1° 9' 41,403" E
283	52° 56' 54,398" N	1° 9' 40,519" E
284	52° 56' 54,440" N	1° 9' 39,634" E
285	52° 56' 54,460" N	1° 9' 39,174" E
286	52° 56' 54,478" N	1° 9' 38,714" E
287	52° 56' 54,496" N	1° 9' 38,254" E
288	52° 56' 54,514" N	1° 9' 37,794" E
289	52° 56' 54,534" N	1° 9' 37,334" E
290	52° 56' 54,546" N	1° 9' 37,116" E
291	52° 56' 54,562" N	1° 9' 36,899" E
292	52° 56' 54,580" N	1° 9' 36,683" E
293	52° 56' 54,599" N	1° 9' 36,466" E
294	52° 56' 54,615" N	1° 9' 36,250" E
295	52° 56' 54,628" N	1° 9' 36,033" E
296	52° 56' 54,635" N	1° 9' 35,815" E
297	52° 56' 54,628" N	1° 9' 35,302" E
298	52° 56' 54,603" N	1° 9' 34,789" E
299	52° 56' 54,586" N	1° 9' 34,276" E
300	52° 56' 54,578" N	1° 9' 33,422" E
301	52° 56' 54,571" N	1° 9' 32,568" E
302	52° 56' 54,563" N	1° 9' 31,713" E
303	52° 56' 54,559" N	1° 9' 31,484" E
304	52° 56' 54,553" N	1° 9' 31,255" E
305	52° 56' 54,546" N	1° 9' 31,025" E
306	52° 56' 54,542" N	1° 9' 30,796" E
307	52° 56' 54,542" N	1° 9' 30,567" E
308	52° 56' 54,558" N	1° 9' 30,144" E
309	52° 56' 54,589" N	1° 9' 29,722" E
310	52° 56' 54,624" N	1° 9' 29,301" E
311	52° 56' 54,653" N	1° 9' 28,879" E
312	52° 56' 54,661" N	1° 9' 28,720" E
313	52° 56' 54,668" N	1° 9' 28,561" E
314	52° 56' 54,675" N	1° 9' 28,402" E
315	52° 56' 54,682" N	1° 9' 28,242" E
316	52° 56' 54,687" N	1° 9' 28,083" E
317	52° 56' 54,691" N	1° 9' 27,923" E
318	52° 56' 54,693" N	1° 9' 27,764" E

319	52° 56' 54,694" N	1° 9' 27,604" E
320	52° 56' 54,690" N	1° 9' 27,438" E
321	52° 56' 54,680" N	1° 9' 27,273" E
322	52° 56' 54,664" N	1° 9' 27,109" E
323	52° 56' 54,643" N	1° 9' 26,945" E
324	52° 56' 54,630" N	1° 9' 26,860" E
325	52° 56' 54,631" N	1° 9' 26,827" E
326	52° 56' 54,664" N	1° 9' 25,966" E
327	52° 56' 54,694" N	1° 9' 25,197" E
328	52° 56' 54,708" N	1° 9' 24,908" E
329	52° 56' 54,755" N	1° 9' 24,108" E
330	52° 56' 54,825" N	1° 9' 22,821" E
331	52° 56' 54,902" N	1° 9' 21,380" E
332	52° 56' 54,954" N	1° 9' 20,542" E
333	52° 56' 54,988" N	1° 9' 19,874" E
334	52° 56' 55,005" N	1° 9' 19,463" E
335	52° 56' 55,021" N	1° 9' 19,228" E
336	52° 56' 55,096" N	1° 9' 18,274" E
337	52° 56' 55,133" N	1° 9' 17,756" E
338	52° 56' 55,159" N	1° 9' 17,538" E
339	52° 56' 55,187" N	1° 9' 17,240" E
340	52° 56' 55,258" N	1° 9' 16,558" E
341	52° 56' 55,336" N	1° 9' 15,883" E
342	52° 56' 55,442" N	1° 9' 14,936" E
343	52° 56' 55,566" N	1° 9' 13,609" E
344	52° 56' 55,689" N	1° 9' 12,143" E
345	52° 56' 55,724" N	1° 9' 11,700" E
346	52° 56' 55,761" N	1° 9' 11,231" E
347	52° 56' 55,789" N	1° 9' 10,675" E
348	52° 56' 55,816" N	1° 9' 10,210" E
349	52° 56' 55,838" N	1° 9' 9,767" E
350	52° 56' 55,855" N	1° 9' 9,204" E
351	52° 56' 55,878" N	1° 9' 8,627" E
352	52° 56' 55,882" N	1° 9' 8,037" E
353	52° 56' 55,885" N	1° 9' 7,479" E
354	52° 56' 55,894" N	1° 9' 6,938" E
355	52° 56' 55,906" N	1° 9' 6,520" E
356	52° 56' 55,940" N	1° 9' 5,589" E
357	52° 56' 55,960" N	1° 9' 4,555" E
358	52° 56' 55,985" N	1° 9' 3,908" E
359	52° 56' 56,007" N	1° 9' 3,035" E
360	52° 56' 56,043" N	1° 9' 2,131" E
361	52° 56' 56,081" N	1° 9' 1,281" E
362	52° 56' 56,125" N	1° 9' 0,426" E
363	52° 56' 56,138" N	1° 9' 0,083" E
364	52° 56' 56,144" N	1° 9' 0,019" E
365	52° 56' 56,142" N	1° 8' 59,955" E
366	52° 56' 56,135" N	1° 8' 59,853" E
367	52° 56' 56,120" N	1° 8' 59,728" E
368	52° 56' 56,115" N	1° 8' 59,685" E

369	52° 56' 56,113" N	1° 8' 59,636" E
370	52° 56' 56,116" N	1° 8' 59,535" E
371	52° 56' 56,126" N	1° 8' 59,396" E
372	52° 56' 56,149" N	1° 8' 59,280" E
373	52° 56' 56,156" N	1° 8' 59,130" E
374	52° 56' 56,160" N	1° 8' 59,023" E
375	52° 56' 56,159" N	1° 8' 58,921" E
376	52° 56' 56,153" N	1° 8' 58,797" E
377	52° 56' 56,149" N	1° 8' 58,711" E
378	52° 56' 56,158" N	1° 8' 58,620" E
379	52° 56' 56,166" N	1° 8' 58,567" E
380	52° 56' 56,177" N	1° 8' 58,514" E
381	52° 56' 56,199" N	1° 8' 58,436" E
382	52° 56' 56,210" N	1° 8' 58,388" E
383	52° 56' 56,221" N	1° 8' 58,336" E
384	52° 56' 56,229" N	1° 8' 58,283" E
385	52° 56' 56,234" N	1° 8' 58,224" E
386	52° 56' 56,236" N	1° 8' 58,154" E
387	52° 56' 56,232" N	1° 8' 58,084" E
388	52° 56' 56,213" N	1° 8' 57,949" E
389	52° 56' 56,196" N	1° 8' 57,851" E
390	52° 56' 56,191" N	1° 8' 57,792" E
391	52° 56' 56,190" N	1° 8' 57,727" E
392	52° 56' 56,192" N	1° 8' 57,652" E
393	52° 56' 56,200" N	1° 8' 57,578" E
394	52° 56' 56,212" N	1° 8' 57,482" E
395	52° 56' 56,230" N	1° 8' 57,392" E
396	52° 56' 56,244" N	1° 8' 57,351" E
397	52° 56' 56,255" N	1° 8' 57,303" E
398	52° 56' 56,267" N	1° 8' 57,218" E
399	52° 56' 56,273" N	1° 8' 57,122" E
400	52° 56' 56,271" N	1° 8' 56,950" E
401	52° 56' 56,256" N	1° 8' 56,751" E
402	52° 56' 56,247" N	1° 8' 56,601" E
403	52° 56' 56,242" N	1° 8' 56,536" E
404	52° 56' 56,244" N	1° 8' 56,472" E
405	52° 56' 56,260" N	1° 8' 56,361" E
406	52° 56' 56,274" N	1° 8' 56,303" E
407	52° 56' 56,285" N	1° 8' 56,239" E
408	52° 56' 56,307" N	1° 8' 56,021" E
409	52° 56' 56,320" N	1° 8' 55,647" E
410	52° 56' 56,327" N	1° 8' 55,080" E
411	52° 56' 56,337" N	1° 8' 54,834" E
412	52° 56' 56,357" N	1° 8' 54,434" E
413	52° 56' 56,378" N	1° 8' 53,980" E
414	52° 56' 56,405" N	1° 8' 53,527" E
415	52° 56' 56,442" N	1° 8' 52,977" E
416	52° 56' 56,474" N	1° 8' 52,583" E
417	52° 56' 56,485" N	1° 8' 52,402" E
418	52° 56' 56,493" N	1° 8' 52,215" E

419	52° 56' 56,496" N	1° 8' 52,018" E
420	52° 56' 56,571" N	1° 8' 50,912" E
421	52° 56' 56,607" N	1° 8' 50,422" E
422	52° 56' 56,644" N	1° 8' 49,931" E
423	52° 56' 56,682" N	1° 8' 49,441" E
424	52° 56' 56,719" N	1° 8' 48,951" E
425	52° 56' 56,755" N	1° 8' 48,460" E
426	52° 56' 56,778" N	1° 8' 48,023" E
427	52° 56' 56,793" N	1° 8' 47,584" E
428	52° 56' 56,804" N	1° 8' 47,144" E
429	52° 56' 56,821" N	1° 8' 46,705" E
430	52° 56' 56,849" N	1° 8' 46,269" E
431	52° 56' 57,031" N	1° 8' 44,094" E
432	52° 56' 57,143" N	1° 8' 42,757" E
433	52° 56' 57,183" N	1° 8' 42,274" E
434	52° 56' 57,208" N	1° 8' 42,038" E
435	52° 56' 57,216" N	1° 8' 41,942" E
436	52° 56' 57,222" N	1° 8' 41,846" E
437	52° 56' 57,222" N	1° 8' 41,826" E
438	52° 56' 57,242" N	1° 8' 41,608" E
439	52° 56' 57,243" N	1° 8' 41,601" E
440	52° 56' 57,276" N	1° 8' 41,405" E
441	52° 56' 57,304" N	1° 8' 41,209" E
442	52° 56' 57,335" N	1° 8' 40,949" E
443	52° 56' 57,367" N	1° 8' 40,652" E
444	52° 56' 57,390" N	1° 8' 40,348" E
445	52° 56' 57,409" N	1° 8' 40,076" E
446	52° 56' 57,426" N	1° 8' 39,917" E
447	52° 56' 57,434" N	1° 8' 39,811" E
448	52° 56' 57,442" N	1° 8' 39,576" E
449	52° 56' 57,443" N	1° 8' 39,487" E
450	52° 56' 57,471" N	1° 8' 39,155" E
451	52° 56' 57,517" N	1° 8' 38,578" E
452	52° 56' 57,560" N	1° 8' 37,999" E
453	52° 56' 57,601" N	1° 8' 37,421" E
454	52° 56' 57,628" N	1° 8' 36,995" E
455	52° 56' 57,651" N	1° 8' 36,569" E
456	52° 56' 57,673" N	1° 8' 36,143" E
457	52° 56' 57,696" N	1° 8' 35,716" E
458	52° 56' 57,723" N	1° 8' 35,291" E
459	52° 56' 57,756" N	1° 8' 34,877" E
460	52° 56' 57,791" N	1° 8' 34,520" E
461	52° 56' 57,805" N	1° 8' 34,405" E
462	52° 56' 57,833" N	1° 8' 34,187" E
463	52° 56' 57,854" N	1° 8' 33,996" E
464	52° 56' 57,876" N	1° 8' 33,767" E
465	52° 56' 57,909" N	1° 8' 33,475" E
466	52° 56' 57,937" N	1° 8' 33,262" E
467	52° 56' 57,958" N	1° 8' 33,060" E
468	52° 56' 57,974" N	1° 8' 32,825" E

469	52° 56' 57,988" N	1° 8' 32,547" E
470	52° 56' 57,996" N	1° 8' 32,371" E
471	52° 56' 58,009" N	1° 8' 32,099" E
472	52° 56' 58,026" N	1° 8' 31,698" E
473	52° 56' 58,053" N	1° 8' 31,164" E
474	52° 56' 58,091" N	1° 8' 30,706" E
475	52° 56' 58,128" N	1° 8' 30,178" E
476	52° 56' 58,173" N	1° 8' 29,592" E
477	52° 56' 58,219" N	1° 8' 29,048" E
478	52° 56' 58,278" N	1° 8' 28,431" E
479	52° 56' 58,343" N	1° 8' 27,669" E
480	52° 56' 58,359" N	1° 8' 27,381" E
481	52° 56' 58,372" N	1° 8' 27,216" E
482	52° 56' 58,390" N	1° 8' 26,964" E
483	52° 56' 58,392" N	1° 8' 26,912" E
484	52° 56' 58,399" N	1° 8' 26,837" E
485	52° 56' 58,403" N	1° 8' 26,797" E
486	52° 56' 58,398" N	1° 8' 26,780" E
487	52° 56' 57,591" N	1° 8' 23,453" E
488	52° 56' 57,607" N	1° 8' 23,312" E
489	52° 56' 57,696" N	1° 8' 22,616" E
490	52° 56' 57,736" N	1° 8' 22,254" E
491	52° 56' 57,819" N	1° 8' 21,510" E
492	52° 56' 58,021" N	1° 8' 19,543" E
493	52° 56' 58,154" N	1° 8' 18,288" E
494	52° 56' 58,156" N	1° 8' 18,267" E
495	52° 56' 58,293" N	1° 8' 16,991" E
496	52° 56' 58,371" N	1° 8' 16,290" E
497	52° 56' 58,452" N	1° 8' 15,590" E
498	52° 56' 58,533" N	1° 8' 14,889" E
499	52° 56' 58,611" N	1° 8' 14,188" E
500	52° 56' 58,684" N	1° 8' 13,438" E
501	52° 56' 58,747" N	1° 8' 12,686" E
502	52° 56' 58,808" N	1° 8' 11,957" E
503	52° 56' 59,726" N	1° 8' 12,960" E
504	52° 57' 0,102" N	1° 8' 13,371" E
505	53° 10' 25,477" N	1° 14' 43,972" E
506	53° 12' 29,925" N	1° 23' 41,529" E
507	53° 13' 37,575" N	1° 21' 15,819" E
508	53° 13' 38,222" N	1° 21' 13,292" E
509	53° 13' 39,087" N	1° 21' 10,499" E
510	53° 13' 39,861" N	1° 21' 8,335" E
511	53° 13' 40,479" N	1° 21' 6,766" E
512	53° 13' 41,191" N	1° 21' 5,076" E
513	53° 15' 1,825" N	1° 18' 14,021" E
514	53° 15' 1,855" N	1° 18' 13,955" E
515	53° 15' 1,962" N	1° 18' 13,727" E
516	53° 15' 2,070" N	1° 18' 13,499" E
517	53° 15' 2,163" N	1° 18' 13,302" E
518	53° 15' 2,202" N	1° 18' 13,221" E



519	53° 15' 2,292" N	1° 18' 13,034" E
520	53° 15' 2,400" N	1° 18' 12,808" E
521	53° 15' 2,511" N	1° 18' 12,580" E
522	53° 15' 2,622" N	1° 18' 12,353" E
523	53° 15' 2,733" N	1° 18' 12,126" E
524	53° 15' 2,845" N	1° 18' 11,900" E
525	53° 15' 2,958" N	1° 18' 11,675" E
526	53° 15' 3,071" N	1° 18' 11,450" E
527	53° 15' 3,185" N	1° 18' 11,226" E
528	53° 15' 3,298" N	1° 18' 11,003" E
529	53° 15' 3,413" N	1° 18' 10,780" E
530	53° 15' 3,528" N	1° 18' 10,557" E
531	53° 15' 3,643" N	1° 18' 10,336" E
532	53° 15' 3,759" N	1° 18' 10,115" E
533	53° 15' 3,875" N	1° 18' 9,895" E
534	53° 15' 3,992" N	1° 18' 9,676" E
535	53° 15' 4,109" N	1° 18' 9,458" E
536	53° 15' 4,227" N	1° 18' 9,240" E
537	53° 15' 4,345" N	1° 18' 9,022" E
538	53° 15' 4,462" N	1° 18' 8,808" E
539	53° 15' 4,562" N	1° 18' 8,627" E
540	53° 15' 4,605" N	1° 18' 8,549" E
541	53° 15' 4,703" N	1° 18' 8,372" E
542	53° 15' 4,822" N	1° 18' 8,160" E
543	53° 15' 4,942" N	1° 18' 7,946" E
544	53° 15' 5,063" N	1° 18' 7,733" E
545	53° 15' 5,184" N	1° 18' 7,521" E
546	53° 15' 5,306" N	1° 18' 7,309" E
547	53° 15' 5,428" N	1° 18' 7,098" E
548	53° 15' 5,551" N	1° 18' 6,888" E
549	53° 15' 5,674" N	1° 18' 6,678" E
550	53° 15' 5,797" N	1° 18' 6,469" E
551	53° 15' 5,921" N	1° 18' 6,262" E
552	53° 15' 6,046" N	1° 18' 6,054" E
553	53° 15' 6,170" N	1° 18' 5,847" E
554	53° 15' 6,296" N	1° 18' 5,641" E
555	53° 15' 6,421" N	1° 18' 5,436" E
556	53° 15' 6,547" N	1° 18' 5,232" E
557	53° 15' 6,674" N	1° 18' 5,028" E
558	53° 15' 6,801" N	1° 18' 4,825" E
559	53° 15' 6,926" N	1° 18' 4,626" E
560	53° 15' 7,032" N	1° 18' 4,458" E
561	53° 15' 7,078" N	1° 18' 4,387" E
562	53° 15' 7,186" N	1° 18' 4,218" E
563	53° 15' 7,313" N	1° 18' 4,021" E
564	53° 15' 7,442" N	1° 18' 3,821" E
565	53° 15' 7,571" N	1° 18' 3,623" E
566	53° 15' 7,701" N	1° 18' 3,425" E
567	53° 15' 7,832" N	1° 18' 3,228" E
568	53° 15' 7,962" N	1° 18' 3,032" E

569	53° 15' 8,094" N	1° 18' 2,836" E
570	53° 15' 8,225" N	1° 18' 2,642" E
571	53° 15' 8,357" N	1° 18' 2,448" E
572	53° 15' 8,489" N	1° 18' 2,255" E
573	53° 15' 8,622" N	1° 18' 2,063 E
574	53° 15' 8,755" N	1° 18' 1,871" E
575	53° 15' 8,889" N	1° 18' 1,680" E
576	53° 15' 9,023" N	1° 18' 1,491" E
577	53° 15' 9,157" N	1° 18' 1,301" E
578	53° 15' 9,292" N	1° 18' 1,112" E
579	53° 15' 9,427" N	1° 18' 0,925" E
580	53° 15' 9,562" N	1° 18' 0,738" E
581	53° 15' 9,697" N	1° 18' 0,555" E
582	53° 15' 9,808" N	1° 18' 0,403" E
583	53° 15' 9,856" N	1° 18' 0,339" E
584	53° 15' 9,973" N	1° 18' 0,180" E
585	53° 15' 10,108" N	1° 18' 0,000" E
586	53° 15' 10,246" N	1° 17' 59,816" E
587	53° 15' 10,384" N	1° 17' 59,634" E
588	53° 15' 10,522" N	1° 17' 59,453" E
589	53° 15' 10,661" N	1° 17' 59,272" E
590	53° 15' 10,800" N	1° 17' 59,093" E
591	53° 15' 10,940" N	1° 17' 58,914" E
592	53° 15' 11,079" N	1° 17' 58,736" E
593	53° 15' 11,219" N	1° 17' 58,559" E
594	53° 15' 11,360" N	1° 17' 58,382" E
595	53° 15' 11,501" N	1° 17' 58,206" E
596	53° 15' 11,642" N	1° 17' 58,032" E
597	53° 15' 11,784" N	1° 17' 57,858" E
598	53° 15' 11,926" N	1° 17' 57,685" E
599	53° 15' 12,068" N	1° 17' 57,513" E
600	53° 15' 12,211" N	1° 17' 57,341" E
601	53° 15' 12,354" N	1° 17' 57,171" E
602	53° 15' 12,497" N	1° 17' 57,001" E
603	53° 15' 12,641" N	1° 17' 56,832" E
604	53° 15' 12,785" N	1° 17' 56,664" E
605	53° 15' 12,930" N	1° 17' 56,497" E
606	53° 15' 13,075" N	1° 17' 56,331" E
607	53° 15' 13,220" N	1° 17' 56,165" E
608	53° 15' 13,365" N	1° 17' 56,000" E
609	53° 15' 13,511" N	1° 17' 55,837" E
610	53° 15' 13,657" N	1° 17' 55,674" E
611	53° 15' 13,804" N	1° 17' 55,512" E
612	53° 15' 13,951" N	1° 17' 55,351" E
613	53° 15' 14,098" N	1° 17' 55,190" E
614	53° 15' 14,246" N	1° 17' 55,030" E
615	53° 15' 14,394" N	1° 17' 54,872" E
616	53° 15' 14,542" N	1° 17' 54,714" E
617	53° 15' 14,691" N	1° 17' 54,557" E
618	53° 15' 14,839" N	1° 17' 54,401" E

619	53° 15' 14,989" N	1° 17' 54,246" E
620	53° 15' 15,138" N	1° 17' 54,092" E
621	53° 15' 15,288" N	1° 17' 53,938" E
622	53° 15' 15,438" N	1° 17' 53,786" E
623	53° 15' 15,589" N	1° 17' 53,634" E
624	53° 15' 15,738" N	1° 17' 53,485" E
625	53° 15' 15,868" N	1° 17' 53,356" E
626	53° 15' 15,920" N	1° 17' 53,304" E
627	53° 15' 16,045" N	1° 17' 53,182" E
628	53° 15' 16,194" N	1° 17' 53,036" E
629	53° 15' 16,346" N	1° 17' 52,889" E
630	53° 15' 16,499" N	1° 17' 52,743" E
631	53° 15' 16,652" N	1° 17' 52,597" E
632	53° 15' 16,804" N	1° 17' 52,453" E
633	53° 15' 16,958" N	1° 17' 52,309" E
634	53° 15' 17,111" N	1° 17' 52,166" E
635	53° 15' 17,265" N	1° 17' 52,024" E
636	53° 15' 17,419" N	1° 17' 51,883" E
637	53° 15' 17,574" N	1° 17' 51,743" E
638	53° 15' 17,729" N	1° 17' 51,604" E
639	53° 15' 17,884" N	1° 17' 51,466" E
640	53° 15' 18,039" N	1° 17' 51,328" E
641	53° 15' 18,195" N	1° 17' 51,192" E
642	53° 15' 18,351" N	1° 17' 51,057" E
643	53° 15' 18,507" N	1° 17' 50,922" E
644	53° 15' 18,664" N	1° 17' 50,788" E
645	53° 15' 18,821" N	1° 17' 50,655" E
646	53° 15' 18,976" N	1° 17' 50,525" E
647	53° 15' 19,109" N	1° 17' 50,414" E
648	53° 15' 19,165" N	1° 17' 50,368" E
649	53° 15' 19,295" N	1° 17' 50,261" E
650	53° 15' 19,451" N	1° 17' 50,133" E
651	53° 15' 19,609" N	1° 17' 50,005" E
652	53° 15' 19,767" N	1° 17' 49,878" E
653	53° 15' 19,926" N	1° 17' 49,752" E
654	53° 15' 20,085" N	1° 17' 49,626" E
655	53° 15' 20,244" N	1° 17' 49,502" E
656	53° 15' 20,404" N	1° 17' 49,378" E
657	53° 15' 20,564" N	1° 17' 49,256" E
658	53° 15' 20,724" N	1° 17' 49,134" E
659	53° 15' 20,884" N	1° 17' 49,013" E
660	53° 15' 21,045" N	1° 17' 48,893" E
661	53° 15' 21,205" N	1° 17' 48,775" E
662	53° 15' 21,366" N	1° 17' 48,657" E
663	53° 15' 21,528" N	1° 17' 48,539" E
664	53° 15' 21,689" N	1° 17' 48,424" E
665	53° 15' 21,851" N	1° 17' 48,308" E
666	53° 15' 22,013" N	1° 17' 48,194" E
667	53° 15' 22,175" N	1° 17' 48,081" E
668	53° 15' 22,336" N	1° 17' 47,970" E

669	53° 15' 22,470" N	1° 17' 47,878" E
670	53° 15' 22,530" N	1° 17' 47,838" E
671	53° 15' 22,666" N	1° 17' 47,746" E
672	53° 15' 22,827" N	1° 17' 47,638" E
673	53° 15' 22,990" N	1° 17' 47,530" E
674	53° 15' 23,153" N	1° 17' 47,422" E
675	53° 15' 23,317" N	1° 17' 47,315" E
676	53° 15' 23,481" N	1° 17' 47,210" E
677	53° 15' 23,646" N	1° 17' 47,105" E
678	53° 15' 23,810" N	1° 17' 47,002" E
679	53° 15' 23,975" N	1° 17' 46,899" E
680	53° 15' 24,140" N	1° 17' 46,797" E
681	53° 15' 24,305" N	1° 17' 46,696" E
682	53° 15' 24,471" N	1° 17' 46,597" E
683	53° 15' 24,636" N	1° 17' 46,498" E
684	53° 15' 24,802" N	1° 17' 46,400" E
685	53° 15' 24,968" N	1° 17' 46,303" E
686	53° 15' 25,135" N	1° 17' 46,207" E
687	53° 15' 25,300" N	1° 17' 46,112" E
688	53° 15' 25,467" N	1° 17' 46,019" E
689	53° 15' 25,632" N	1° 17' 45,926" E
690	53° 15' 25,770" N	1° 17' 45,851" E
691	53° 15' 25,829" N	1° 17' 45,818" E
692	53° 15' 25,970" N	1° 17' 45,741" E
693	53° 15' 26,136" N	1° 17' 45,652" E
694	53° 15' 26,303" N	1° 17' 45,563" E
695	53° 15' 26,471" N	1° 17' 45,475" E
696	53° 15' 26,639" N	1° 17' 45,388" E
697	53° 15' 26,807" N	1° 17' 45,302" E
698	53° 15' 26,975" N	1° 17' 45,217" E
699	53° 15' 27,144" N	1° 17' 45,133" E
700	53° 15' 27,312" N	1° 17' 45,049" E
701	53° 15' 27,481" N	1° 17' 44,967" E
702	53° 15' 27,650" N	1° 17' 44,886" E
703	53° 15' 27,819" N	1° 17' 44,806" E
704	53° 15' 27,989" N	1° 17' 44,726" E
705	53° 15' 28,158" N	1° 17' 44,648" E
706	53° 15' 28,328" N	1° 17' 44,571" E
707	53° 15' 28,498" N	1° 17' 44,495" E
708	53° 15' 28,668" N	1° 17' 44,420" E
709	53° 15' 28,838" N	1° 17' 44,345" E
710	53° 15' 29,008" N	1° 17' 44,272" E
711	53° 15' 29,177" N	1° 17' 44,201" E
712	53° 15' 29,315" N	1° 17' 44,143" E
713	53° 15' 29,374" N	1° 17' 44,118" E
714	53° 15' 29,522" N	1° 17' 44,057" E
715	53° 15' 29,691" N	1° 17' 43,989" E
716	53° 15' 29,862" N	1° 17' 43,921" E
717	53° 15' 30,033" N	1° 17' 43,853" E
718	53° 15' 30,204" N	1° 17' 43,787" E

719	53° 15' 30,376" N	1° 17' 43,722" E
720	53° 15' 30,548" N	1° 17' 43,658" E
721	53° 15' 30,719" N	1° 17' 43,594" E
722	53° 15' 30,892" N	1° 17' 43,532" E
723	53° 15' 31,063" N	1° 17' 43,471" E
724	53° 15' 31,235" N	1° 17' 43,411" E
725	53° 15' 31,408" N	1° 17' 43,351" E
726	53° 15' 31,580" N	1° 17' 43,293" E
727	53° 15' 31,752" N	1° 17' 43,236" E
728	53° 15' 31,925" N	1° 17' 43,180" E
729	53° 15' 32,098" N	1° 17' 43,124" E
730	53° 15' 32,270" N	1° 17' 43,070" E
731	53° 15' 32,444" N	1° 17' 43,017" E
732	53° 15' 32,617" N	1° 17' 42,965" E
733	53° 15' 32,789" N	1° 17' 42,914" E
734	53° 15' 32,963" N	1° 17' 42,864" E
735	53° 15' 33,137" N	1° 17' 42,814" E
736	53° 15' 33,310" N	1° 17' 42,766" E
737	53° 15' 33,484" N	1° 17' 42,719" E
738	53° 15' 33,657" N	1° 17' 42,673" E
739	53° 15' 33,831" N	1° 17' 42,628" E
740	53° 15' 34,005" N	1° 17' 42,584" E
741	53° 15' 34,179" N	1° 17' 42,541" E
742	53° 15' 34,353" N	1° 17' 42,499" E
743	53° 15' 34,527" N	1° 17' 42,458" E
744	53° 15' 34,701" N	1° 17' 42,418" E
745	53° 15' 34,876" N	1° 17' 42,379" E
746	53° 15' 35,050" N	1° 17' 42,341" E
747	53° 15' 35,225" N	1° 17' 42,304" E
748	53° 15' 35,399" N	1° 17' 42,268" E
749	53° 15' 35,574" N	1° 17' 42,233" E
750	53° 15' 35,749" N	1° 17' 42,199" E
751	53° 15' 35,923" N	1° 17' 42,167" E
752	53° 15' 36,098" N	1° 17' 42,135" E
753	53° 15' 36,273" N	1° 17' 42,104" E
754	53° 15' 36,446" N	1° 17' 42,074" E
755	53° 15' 36,597" N	1° 17' 42,050" E
756	53° 15' 36,656" N	1° 17' 42,040" E
757	53° 15' 36,801" N	1° 17' 42,017" E
758	53° 15' 36,974" N	1° 17' 41,991" E
759	53° 15' 37,148" N	1° 17' 41,965" E
760	53° 15' 37,323" N	1° 17' 41,941" E
761	53° 15' 37,499" N	1° 17' 41,917" E
762	53° 15' 37,675" N	1° 17' 41,894" E
763	53° 15' 37,850" N	1° 17' 41,873" E
764	53° 15' 38,025" N	1° 17' 41,852" E
765	53° 15' 38,201" N	1° 17' 41,833" E
766	53° 15' 38,376" N	1° 17' 41,814" E
767	53° 15' 38,552" N	1° 17' 41,797" E
768	53° 15' 38,728" N	1° 17' 41,780" E

769	53° 15' 38,903" N	1° 17' 41,765" E
770	53° 15' 39,078" N	1° 17' 41,751" E
771	53° 15' 39,254" N	1° 17' 41,737" E
772	53° 15' 39,430" N	1° 17' 41,725" E
773	53° 15' 39,606" N	1° 17' 41,714" E
774	53° 15' 39,782" N	1° 17' 41,703" E
775	53° 15' 39,957" N	1° 17' 41,694" E
776	53° 15' 40,131" N	1° 17' 41,686" E
777	53° 15' 40,281" N	1° 17' 41,680" E
778	53° 15' 40,344" N	1° 17' 41,677" E
779	53° 15' 40,487" N	1° 17' 41,672" E
780	53° 15' 40,660" N	1° 17' 41,667" E
781	53° 15' 40,837" N	1° 17' 41,663" E
782	53° 15' 41,013" N	1° 17' 41,660" E
783	53° 15' 41,188" N	1° 17' 41,658" E
784	53° 15' 41,364" N	1° 17' 41,657" E
785	53° 15' 41,540" N	1° 17' 41,657" E
786	53° 15' 41,716" N	1° 17' 41,658" E
787	53° 15' 41,892" N	1° 17' 41,660" E
788	53° 15' 42,068" N	1° 17' 41,663" E
789	53° 15' 42,244" N	1° 17' 41,667" E
790	53° 15' 42,420" N	1° 17' 41,673 E
791	53° 15' 42,595" N	1° 17' 41,679" E
792	53° 15' 42,771" N	1° 17' 41,686" E
793	53° 15' 42,947" N	1° 17' 41,694" E
794	53° 15' 43,123" N	1° 17' 41,703" E
795	53° 15' 43,298" N	1° 17' 41,714" E
796	53° 15' 43,474" N	1° 17' 41,725" E
797	53° 15' 43,648" N	1° 17' 41,737" E
798	53° 15' 43,798" N	1° 17' 41,749" E
799	53° 17' 24,066" N	1° 17' 49,680" E
800	53° 17' 49,561" N	1° 17' 29,006" E
801	53° 18' 9,032" N	1° 17' 13,212" E
802	53° 18' 47,802" N	1° 16' 53,972" E
803	53° 18' 47,894" N	1° 16' 53,926" E
804	53° 18' 47,772" N	1° 16' 53,803" E
805	53° 10' 41,118" N	1° 14' 20,621" E

## PART 2

### Ancillary works

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

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised development;
- (b) temporary or permanent buoys, 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 1

## Requirements

**Time limits**

1.—(1) The Dudgeon Extension Project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

(2) The Sheringham Shoal Extension Project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

**Detailed offshore design parameters***Wind turbine generator dimensions*

2.—(1) Subject to sub-paragraph (4), wind turbine generators forming part of the authorised project must not—

- (a) exceed a height of 330 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 300 metres;
- (c) be less than 1.05 kilometres from the nearest wind turbine generator in any direction;
- (d) have a distance of less than 30 metres between the lowest point of the rotating blade of the wind turbine generator and HAT;
- (e) exceed 23 wind turbine generators in respect of the Sheringham Shoal Extension Project offshore works; or
- (f) exceed 30 wind turbine generators in respect of the Dudgeon Extension Project offshore works

(2) The total rotor-swept area within Work No. 1A must not exceed 1.00 square kilometres.

(3) The total rotor-swept area within Work No. 1B must not exceed 1.30 square kilometres.

(4) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

*Wind turbine generator foundations*

3.—(1) Wind turbine generator foundations must be of one or more of the following foundation options: piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure.

(2) No wind turbine generator piled monopile or suction bucket monopile foundation may have a pile diameter exceeding 16 metres.

(3) No wind turbine generator gravity base structure foundation may—

- (a) have a seabed base plate exceeding 60 metres in diameter; or
- (b) have a gravel footing exceeding 62 metres in diameter.

(4) No wind turbine generator piled jacket or suction bucket jacket foundation may—

- (a) have more than four legs;
- (b) have more than four piles; or
- (c) have a pile diameter exceeding four metres.

4.—(1) Within Work No. 1A, the wind turbine generator foundations must not have:—

- (a) a total combined seabed footprint (including scour protection) exceeding 483,491 square metres;

- (b) a total combined amount of scour protection exceeding 429,770 square metres; or
  - (c) a total combined volume of scour protection exceeding 1,074,770 cubic metres.
- (2) Within Work No. 1B, the wind turbine generator foundations must not have:—
- (a) a total combined seabed footprint (including scour protection) exceeding 610,726 square metres;
  - (b) a total combined amount of scour protection exceeding 542,867 square metres; or
  - (c) a total combined volume of scour protection exceeding 1,357,168 cubic metres.

*Offshore Platform dimensions*

**5.** The dimensions of any offshore substation platform (excluding towers, masts and cranes) must not exceed—

- (a) 70 metres in length;
- (b) 40 metres in width; or
- (c) 50 metres in height above HAT.

*Offshore Platform foundations*

**6.**—(1) Offshore substation platform foundations must be of one or more of the following foundation options: piled jacket or suction bucket jacket.

- (2) No offshore substation platform foundation may—
- (a) have more than four legs;
  - (b) have more than eight piles;
  - (c) have a pile diameter exceeding 3.5 metres;
  - (d) have a seabed footprint (excluding subsea scour protection) exceeding 707 square metres; or
  - (e) have a seabed footprint (including subsea scour protection) exceeding 4,761 square metres.
- (3) The total amount of scour protection for the offshore substation platform in Work No. 3A or 3C must not exceed 4054 square metres.
- (4) The total volume of scour protection for the offshore substation platform in Work No. 3A or 3C must not exceed 7297 cubic metres.
- (5) The total amount of scour protection for the offshore substation platform in Work No. 3B or 3C must not exceed 4054 square metres.
- (6) The total volume of scour protection for the offshore substation platform in Work No. 3B or 3C must not exceed 7297 cubic metres.

*Cables and cable protection*

**7.**—(1) In the event of scenario 1, scenario 2, scenario 3 or scenario 4, within Work No. 2A the in-field cables must not, in total—

- (a) exceed 36 in number;
- (b) exceed 90 kilometres in length;
- (c) exceed 0 cable crossings;
- (d) have cable protection (including cable crossings) exceeding 4,000 square metres in area; or
- (e) have cable protection (including cable crossings) exceeding 1,000 cubic metres in volume.

(2) In the event of scenario 1, scenario 2, scenario 3 or scenario 4, within Work Nos. 2B the in-field cables must not, in total—

- (a) exceed 54 in number;



- (b) exceed 135 kilometres in length;
  - (c) exceed seven cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 4,000 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 1,000 cubic metres in volume.
- (3) In the event of scenario 1, scenario 2 or scenario 3, within Work Nos. 3A to 5A, the offshore export cables must not, in total—
- (a) exceed one in number;
  - (b) exceed 40 kilometres in length;
  - (c) exceed four cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 9,504 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 6885 cubic metres in volume.
- (4) In the event of scenario 1, scenario 2, scenario 3 within Work Nos. 3B to 5B the offshore export cables must not, in total—
- (a) exceed one in number;
  - (b) exceed 62 kilometres in length;
  - (c) exceed four cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 9,504 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 6885 cubic metres in volume.
- (5) In the event of scenario 1, scenario 2 or scenario 3, within Work Nos. 4B the interlink cables must not, in total—
- (a) exceed three in number;
  - (b) exceed 66 kilometres in length;
  - (c) exceed six cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 6708 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 1896 cubic metres in volume.
- (6) In the event of scenario 4 within Work Nos. 3C to 5C, the offshore export cables must not, in total—
- (a) exceed two in number;
  - (b) exceed 80 kilometres in length;
  - (c) exceed eight cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 16,008 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 12,645 cubic metres in volume.
- (7) In the event of scenario 4, within Work Nos. 4C the interlink cables must not, in total—
- (a) exceed seven in number;
  - (b) exceed 154 kilometres in length;
  - (c) exceed six cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 12,708 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 3396 cubic metres in volume.

## **Offshore decommissioning**

**8.**—(1) No Sheringham Shoal Extension Project 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.

(2) No Dudgeon Extension Project 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 and Phases of authorised development**

**9.**—(1) The Sheringham Shoal Extension Project onshore works must not commence until notification has been submitted to the relevant planning authority as to whether SEL intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The Dudgeon Extension Project onshore works must not commence until notification has been submitted to the relevant planning authority as to whether DEL intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(3) The notifications required under either sub-paragraph (1) or sub-paragraph (2) must be submitted to the relevant planning authority prior to submission of a written scheme to be submitted for approval under sub-paragraphs (4) or (5).

(4) The Sheringham Shoal Extension Project onshore works must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the Sheringham Shoal Extension Project onshore works has been submitted to and approved by the relevant planning authority.

(5) The Dudgeon Extension Project onshore works must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (2)) the phases of construction of the Dudgeon Extension Project onshore works has been submitted to and approved by the relevant planning authority.

(6) Any subsequent amendments to any written scheme submitted for approval under sub-paragraphs (4) and (5) must be submitted to, and approved by, the relevant planning authority.

(7) Each written scheme submitted for approval under sub-paragraphs (4) and (5) scheme must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (6).

## **Detailed design parameters onshore**

**10.**—(1) Construction of Work No. 15A in the event of scenario 1 or scenario 2 must not commence until the details specified under sub-paragraph (4) have been submitted to and approved in writing by the relevant planning authority.

(2) Construction of Work No. 15B in the event of scenario 1 or scenario 2 must not commence until the details specified under sub-paragraph (4) have been submitted to and approved in writing by the relevant planning authority.

(3) Construction of Work Nos. 15C in the event of scenario 3 or scenario 4 must not commence until the details specified under sub-paragraph (4) have been submitted to and approved in writing by the relevant planning authority.

(4) The details required for approval in accordance with either sub-paragraphs (1), (2) or (3) are—

- (a) layout;
- (b) scale;
- (c) proposed finished ground levels;
- (d) external appearance and materials;

- (e) hard surfacing materials;
  - (f) vehicular and pedestrian access and parking areas;
  - (g) minor structures, such as furniture, refuse or other storage units, signs and lighting; and
  - (h) proposed and existing functional services above and below ground, including drainage, power and communications cables and pipelines, manholes and supports.
- (5) The details submitted under sub-paragraphs (1), (2) or (3) and under requirement 14 (fencing and other means of enclosure) must:
- (a) be in accordance with the design and access statement; and
  - (b) have been subject to a design review process carried out by an independent design review panel to the satisfaction of the relevant planning authority and which must consider whether sub-paragraph (a) has been satisfied and make recommendations for design improvements if not.
- (6) Work Nos. 15A and 15B in the event of scenario 1 or scenario 2 or Work No.15C in the event of scenario 3 or scenario 4 must be carried out in accordance with the details approved under sub-paragraphs (1), (2) or (3) for each work.
- (7) The permanent access road to the onshore Sheringham Shoal Extension Project substation and onshore Dudgeon Extension Project substation in the event of scenario 1 or scenario 2 or to the integrated onshore substation in scenario 3 or scenario 4—
- (a) must not commence until details of its precise location have been submitted to and approved in writing by the relevant planning authority; and
  - (b) must be no more than six metres wide.
- (8) The permanent access road to the onshore Sheringham Shoal Extension Project substation and onshore Dudgeon Extension Project substation in the event of scenario 1 or scenario 2 or to the integrated onshore substation in scenario 3 or scenario 4 must be carried out in accordance with the details approved under sub-paragraph (7).
- (9) In the event of scenario 1(a) or scenario 1(b), the width of the onshore cable corridor must not exceed 45 metres save in respect of the following:
- (a) where the onshore cables pass through or adjacent to the FEP phase 2 site, the width of the onshore cable corridor must not exceed 130 metres; and
  - (b) where HDD is used to install the cables (other than within or adjacent to the FEP phase 2 site under sub-paragraph (a)), the width of the onshore cable corridor must not exceed 100 metres.

### **Provision of landscaping**

**11.—**(1) No phase of the onshore works may commence until a written landscape management plan (which accords with the outline landscape management plan) for that phase has been submitted to, and approved by, the relevant planning authority.

(2) Each landscaping scheme must include details of all proposed hard and soft landscaping works, including—

- (a) surveys, assessments and method statements;
- (b) location, number, species, size and planting density of any proposed planting;
- (c) cultivation, treatment of materials and other operations to ensure plant establishment;
- (d) proposed finished ground levels;
- (e) details of existing trees and hedges to be removed and details of existing trees and hedges to be retained, with measures for their protection during the construction period where applicable and the details provided should be in accordance with British Standard 5837:2012 “Trees in relation to design, demolition and construction” and the Hedgerow Regulations 1997; and

(f) implementation timetables for all landscaping works, including proposals for reinstatement.

(3) A landscape management plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(4) Each landscape management plan must be implemented as approved.

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

**12.**—(1) All landscaping works must be carried out in accordance with a landscape management plan approved under requirement 11 (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 landscape management plan that, within ten years (save in relation to Work Nos. 18A, 18B, 22A and 22B, for which the relevant period is the operational lifetime of the authorised development) after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the next planting season with a specimen of the same species and size as that originally planted, unless otherwise agreed by the relevant planning authority.

(3) Any landscape management plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

### **Ecological management plan**

**13.**—(1) No phase of the onshore works may commence until a written ecological management plan (which accords with the outline ecological management plan and the relevant recommendations of appropriate British Standards or Industry Guidance) for that phase reflecting the survey results and ecological mitigation, enhancement and biodiversity net gain measures included in the environmental statement has been submitted to and approved by the relevant planning authority in consultation with Natural England and (where works have potential to affect wetland habitat) the Environment Agency.

(2) Pre-commencement site clearance works must only take place in accordance with a specific written ecological management plan for site clearance works (which accords with the relevant details for pre-commencement site clearance works in the outline ecological management plan) has been submitted to and approved by the relevant planning authority.

(3) Any ecological management plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

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

### **Fencing and other means of enclosure**

**14.**—(1) No phase of the onshore works may commence until details of all proposed permanent fences, walls or other means of enclosure for that phase have been submitted to and approved by the relevant planning authority.

(2) Any approved permanent fencing in relation to Work Nos. 15A or 15B or in the event of scenario 3 or scenario 4, 15C must be completed before that work is brought into use.

(3) Permanent fencing, walls and other means of enclosure approved under sub-paragraph (1) and (2) must be provided and maintained until the onshore works to which they relate are decommissioned in accordance with the onshore decommissioning plan approved under paragraph 29.

### **Traffic and Transport**

**15.**—(1) No phase of the onshore works may commence until for that phase a construction traffic management plan (which must be in accordance with the outline construction traffic

management plan), as appropriate for the relevant phase, has for that phase been submitted to and approved by the relevant planning authority in consultation with Norfolk County Council or in respect of the strategic road network National Highways.

(2) Any plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(3) Each plan approved under sub-paragraph (1) must be implemented upon commencement of the relevant phase of the onshore works.

(4) If any of the accesses identified in the outline construction traffic 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 construction traffic management plan must be submitted to and approved by the relevant planning authority, in consultation with Norfolk County Council or in respect of the strategic road network National Highways, 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.

### **Highway accesses**

**16.**—(1) Construction of any new permanent or temporary means of access to a highway, or alteration, or use of an existing means of access to a highway, must not commence until an access plan for that access has been submitted to and approved by the relevant planning authority in consultation with Norfolk County Council or in respect of the strategic road network National Highways.

(2) The access plan must include details of the siting, design, layout, visibility splays, access management measures, lighting, signing, safety measures and a maintenance programme relevant to the access it relates to.

(3) The highway accesses (including visibility splays) must be constructed and maintained in accordance with the approved details.

### **Operational Drainage Strategy**

**17.**—(1) In the event of scenario 1 or scenario 2, each of Work Nos. 15A, 15B, 18A and 18B 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 the lead local flood authority and the Environment Agency.

(2) In the event of scenario 3 or scenario 4, Work No. 15C, 18A and 18B 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, the lead local flood authority and the Environment Agency.

(3) Each operational drainage strategy must accord with the principles for the relevant work set out in the outline operational drainage strategy (onshore substation), must include a timetable for implementation, and must include provision for the maintenance of any measures identified.

(4) Each operational drainage strategy must be implemented as approved.

### **Onshore Archaeology**

**18.**—(1) No phase of the onshore works may commence until a written scheme of archaeological investigation for that phase (which must accord with the outline written scheme of investigation (onshore)) has, after consultation with Norfolk County Council and the statutory historic body, been submitted to and approved by the relevant planning authority.

(2) Each scheme must—

- (a) set out a pre-construction programme of archaeological evaluation that defines the extent and character of archaeological sites and identifies where subsequent archaeological mitigation (i.e. archaeological excavation or monitoring) are required;
- (b) set out the programme and methodology for site investigation and recording;

- (c) set out the programme for post-excavation assessment, the results of which may inform the scope of analysis;
- (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) nominate a competent person or organisation to undertake the works set out in the written scheme of investigation.

(3) Any written scheme of archaeological investigation or archaeological monitoring works submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(4) Any archaeological investigations must be carried out in accordance with a scheme approved under sub-paragraph (1).

(5) The pre-construction archaeological evaluation, archaeological site investigations, archaeological monitoring and post-excavation assessment for each phase must be completed for that phase in accordance with the programme set out in the relevant written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition secured for that phase.

(6) For the purposes of this Requirement 18 only, the definition of “commence” includes intrusive archaeological investigations.

### **Code of construction practice**

**19.**—(1) No phase of the onshore works may commence until a code of construction practice (which must accord with the outline code of construction practice) for that phase has been submitted to and approved by the relevant planning authority following consultation as appropriate with Norfolk County Council, the Environment Agency, Natural England and, if applicable, the MMO.

(2) Any code of construction practice submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(3) All construction works for each phase must be undertaken in accordance with the relevant approved code of construction practice.

(4) Pre-commencement screening and fencing 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 and fencing security set out in the outline code of construction practice, and which has been submitted to and approved by the relevant planning authority.

### **Construction hours**

**20.**—(1) Construction work for the onshore 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 sub-paragraphs (2) to (4).

(2) Outside the hours specified in sub-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, dewatering, cable jointing and pulling cables (including fibre optic cables) through ducts;
- (b) delivery to the onshore 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 works requiring HDD;
- (e) onshore works at the landfall;

- (f) commissioning or outage works associated with the National Grid substation connection works;
- (g) electrical installation; or
- (h) emergency works.

(3) Outside the hours specified in sub-paragraph (1), construction work may be undertaken for non- intrusive activities including but not limited to—

- (a) fitting out works within:
  - (i) the onshore HVAC substation buildings comprised within Work Nos. 15A and 15B in the event of scenario 1 or scenario 2; or
  - (ii) the integrated onshore substation building comprised within Work No. 15C in the event of scenario 3 or scenario 4; 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 sub-paragraph (2) and undertaken outside of the hours specified in sub-paragraph (1) must be agreed with the relevant planning authority in writing in advance, and must be carried out within the agreed time.

(5) In the event of an emergency, notification of that emergency must be given to the relevant planning authority and the relevant highway authority as soon as reasonably practicable.

(6) For the purposes of this requirement “emergency” means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences that in the reasonable opinion of the undertaker would outweigh the adverse effects to the public (whether individuals, classes or generally as the case may be) of taking that action.

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

**21.**—(1) In the event of scenario 1 or scenario 2, prior to the commencement of Work Nos. 15A a noise management plan for those works must be submitted to and approved by the relevant planning authority.

(2) In the event of scenario 1 or scenario 2, prior to the commencement of Work Nos. 15B a noise management plan for those works must be submitted to and approved by the relevant planning authority.

(3) In the event of scenario 3 or scenario 4, prior to the commencement of Work Nos. 15C a noise management plan for those works must be submitted to and approved by the relevant planning authority.

(4) Any noise management plan submitted under sub-paragraphs (1), (2) or (3) must set out the particulars of—

- (a) an assessment of noise from the substation, demonstrating that the rating level of the substation sound does not exceed the background sound level by more than 5 dB at nearby receptors, subject to context. The rating level, background sound level and context should be determined in accordance with British Standard 4142:2014+A1:2019 ‘Methods for rating and assessing industrial and commercial noise’ or an equivalent successor standard;
- (b) the noise attenuation and mitigation measures to be taken to minimise noise resulting from those works, including any noise limits; and
- (c) a scheme for monitoring noise levels which must include—
  - (i) the circumstances under which noise will be monitored;
  - (ii) the locations at which noise will be monitored;
  - (iii) the method of noise measurement (which must be in accordance with British Standard 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and

(d) a complaints procedure.

(5) Any noise management plan approved under sub-paragraphs (1), (2) or (3) must be implemented as approved.

### **Control of artificial light emissions**

**22.**—(1) In the event of scenario 1 or scenario 2, Work No. 15A must not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of that work has been submitted to and approved by the relevant planning authority.

(2) In the event of scenario 1 or scenario 2, Work No. 15B must not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of that work has been submitted to and approved by the relevant planning authority.

(3) In the event of scenario 3 or scenario 4, Work No. 15C must not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of that work has been submitted to and approved by the relevant planning authority.

(4) Any scheme approved under sub-paragraphs (1), (2) or (3) must be implemented as approved.

### **European protected species: onshore**

**23.**—(1) No phase of the onshore 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 phase of the onshore works or in any of the trees to be lopped or felled as part of that phase of the onshore works.

(2) Where a European protected species is shown to be present, the relevant phase of the onshore works must not commence until, after consultation with Natural England and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority or a European protected species licence granted by Natural England.

(3) The onshore works must be carried out in accordance with the approved scheme.

(4) In this requirement “European protected species” has the same meaning as in regulations 42 and 46 of the 2017 Regulations.

### **Public Rights of Way Strategy**

**24.**—(1) No phase of the onshore works that would affect a public right of way specified in Schedule 4 (public rights of way to be temporarily stopped up) is to be undertaken until a public rights of way strategy in respect of that phase and in accordance with the outline public rights of way strategy, including the specification for making up of an alternative right of way (where appropriate) has been submitted to and approved by the relevant planning authority in consultation with Norfolk County Council.

(2) Any alternative public rights of way must be implemented in accordance with the approved public rights of way strategy.

### **Restoration of land used temporarily for construction**

**25.** Subject to article 26 (temporary use of land for carrying out the authorised project), any land landward of MLWS within the Order limits that is used temporarily for construction of the onshore works, and not ultimately incorporated in permanent works or approved landscaping, must be reinstated to its former condition, or such condition as the relevant planning authority may approve, as soon as reasonably practicable and in any event within 12 months of completion of the relevant phase of the onshore works, or such other period as the relevant planning authority may approve.



## **Local skills and employment**

**26.**—(1) No phase of the Sheringham Shoal Extension Project onshore works may commence until a skills and employment plan (which accords with the outline skills and employment plan) has been submitted to and approved in writing by Norfolk County Council.

(2) No phase of the Dudgeon Extension Project onshore works may commence until a skills and employment plan (which accords with the outline skills and employment plan) has been submitted to and approved in writing by Norfolk County Council.

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

(4) Each skills and employment plan must be implemented as approved.

## **Ministry of Defence surveillance operations**

**27.**—(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 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

(i) either the air defence radar at Remote Radar Head (RRH) Trimmingham or, in the event the air defence radar at RRH Trimmingham is relocated to RRH Neatishead, the air defence radar at RRH Neatishead; and

(ii) 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 sub-paragraph (1);

(c) “Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY 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.

## **Cromer and Claxby Primary Surveillance Radar**

**28.**—(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—

(a) “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;

- (b) “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 sub-paragraph (1);
- (c) “NATS” means NATS (En-Route) Plc or any successor body.
- (d) “lifetime of the authorised development” means the period ending when the wind turbine generators are finally decommissioned and removed.

### **Onshore decommissioning**

**29.**—(1) Within six months of the permanent cessation of commercial operation of the Sheringham Shoal Extension Project onshore works, an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(2) Within six months of the permanent cessation of commercial operation of the Dudgeon Extension Project onshore works, an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(3) The relevant planning authority must provide its decision on any onshore decommissioning plan submitted under sub-paragraph (1) or (2) within three months of submission of each plan unless otherwise agreed in writing between the relevant planning authority and the undertaker.

(4) Any decommissioning plan approved under this requirement must be implemented as approved.

(5) For the purposes of this requirement:

“Dudgeon Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, all or any part of the scenario 3 integrated onshore works operated by or for the benefit of DEL, Work Nos. 18B to 22B, and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, all or any part of the scenario 4 integrated onshore works operated by or for the benefit of DEL, Work Nos. 18B to 22B, and any other authorised development associated with those works; and

“Sheringham Shoal Extension Project onshore works” means:

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, all or any part of the scenario 3 integrated onshore works operated by or for the benefit of SEL, Work Nos. 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, all or any part of the scenario 4 integrated onshore works operated by or for the benefit of SEL, Work Nos. 18A to 22A and any other authorised development associated with any of those works.

### **Notification of generation of power**

**30.**—(1) SEL must notify the relevant planning authority and the MMO upon first generation of power from each phase of the Sheringham Shoal Extension Project no later than seven days after the occurrence of this event.

(2) DEL must notify the relevant planning authority and the MMO upon first generation of power from each phase of the Dudgeon Extension Project no later than seven days after the occurrence of this event.

### **Amendments to approved details**

**31.**—(1) Where any requirement requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another person (the “approving authority”), the approved details must be taken to include any amendments that may subsequently be approved by the approving authority (after consulting any person that the approving authority is required to consult under the relevant requirement).

(2) The approving authority must not approve an amendment unless it is satisfied that the amendment is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

### **Contaminated land and groundwater scheme**

**32.**—(1) Pre-commencement remedial work and onshore works in respect of any ground contamination or other adverse ground conditions must only take place in accordance with a scheme to deal with the contamination of any land (including groundwater) that is likely to cause significant harm to persons or pollution of controlled waters or the environment which has been submitted to, and approved by, the relevant planning authority in consultation with the Environment Agency.

(2) Each scheme submitted under sub-paragraph (1) must include an investigation and assessment report, prepared by a specialist consultant to identify the extent of any contamination and the remedial measures to be taken for that stage to render the land fit for its intended purpose, together with a management plan which sets out measures in the event that contamination not previously identified is found to be present and long-term measures with respect to any contaminants remaining on the site.

(3) Such remediation as may be identified in each approved scheme must be carried out in accordance with that approved scheme.

### **Onshore collaboration**

**33.** In the event of scenario 1(c), 1(d) or 2 SEL and DEL must:

- (a) before submitting any plan or document required to be submitted for approval under the requirements, provide a copy of the plan or document to the other undertaker to enable the other undertaker to provide comments on the relevant plans and documentation; and
- (b) when submitting any plan or document referred to in sub-paragraph (1)(a) for approval, submit any comments duly received from the other undertaker or a statement confirming that no such comments were received.

## **PART 2**

### **Approval of matters specified in requirements**

#### **Applications made under requirements**

**1.** Where an application has been made to the approving authority for any agreement or approval required pursuant to a requirement included in this Order, the approving authority must give notice to the undertaker of their decision, including the reasons, on the application, within a period of 56 days beginning with—

- (a) the day immediately following that on which the application is received by the approving authority; or

(b) such longer period as may be agreed by the undertaker and the approving authority.

### **Further information**

2.—(1) Where an application has been made under paragraph 1 the approving authority has the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) If the approving authority considers further information is needed, and the requirement does not specify that consultation with a requirement consultee is required, it must, within 21 days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement indicates that consultation must take place with a consultee the approving authority must issue the consultation to the requirement consultee within seven days of receipt of the application. Where the consultee requires further information they must notify the approving authority in writing specifying the further information required within 21 days of receipt of the consultation. The approving authority must notify the undertaker in writing specifying any further information requested by the consultee within seven days of receipt of such a request.

(4) In the event that the approving authority does not give such notification as specified in sub-paragraphs (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.

(5) A approving authority may request further information under sub-paragraph (1) on more than one occasion provided that all such requests are made within the period specified in sub-paragraphs (2) and (3).

### **Provision of information by Consultees**

3.—(1) Any consultee who receives a consultation under paragraph 2(3) must respond to that request within 28 days from receipt unless either sub paragraph (2) of this paragraph applies or a longer period is agreed with both the undertaker and the approving authority.

(2) Where any consultee requests further information in accordance with the timescales set out in paragraph 2(3) then they must respond to the consultation within 14 days from the receipt of the further information requested unless a longer period is agreed with both the undertaker and the approving authority.

### **Fees**

4.—(1) Where an application is made to the approving authority for agreement or approval in respect of a requirement the fee for the discharge of conditions as specified in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012(a) (or any regulations replacing the same) is to be paid by the undertaker to the approving authority in accordance with these regulations.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of the application being rejected as invalidly made.

### **Appeal**

5.—(1) The undertaker may appeal to the Secretary of State in the event that—

- (a) the approving authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;
- (b) the approving authority does not give notice of its decision to the undertaker within the time period specified in paragraph 1 (Applications made under requirements);
- (c) on receipt of a request for further information under paragraph 2 (Further information) the undertaker considers that either the whole or part of the specified information requested by the approving authority is not necessary for the consideration of the application; or

- (d) on receipt of any further information requested, the approving authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is grid coordinates
- (e) not necessary for the consideration of the application.

(2) The appeal process is to be as follows—

- (a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal (together with the undertaker, these are the “appeal parties”);
- (b) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person (“the appointed person”) to determine the appeal and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for their attention should be sent, the date of such notification being the “start date” for the purposes of this sub-paragraph (2);
- (c) the relevant planning authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within 21 days of the start date 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;
- (d) the appeal parties must make any counter-submissions to the appointed person within 21 days of receipt of written representations pursuant to sub-paragraph (2)(c); and
- (e) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 42 days of the later of—
  - (i) the deadline for receipt of written representations pursuant to sub-paragraph 2(c); or
  - (ii) the deadline for the receipt of counter-submissions pursuant to sub-paragraph (2)(d).

(3) The appointment of the person pursuant to sub-paragraph (2)(b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to consider the appeal, the appointed person must notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must make any notification and set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required under sub-paragraph (4) must be provided by the appeal party from whom the further information was requested to the appointed person and other appeal parties, the relevant planning authority and any consultee required to be consulted pursuant to the requirement the subject of the appeal on the date specified by the appointed person (the “specified date”), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 12 days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(c) to (2)(e).

(6) On an appeal under this sub-paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not).

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant 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 and may deal with the application as if it had been made to the appointed person in the first instance.

(9) The decision of the appointed person on an appeal is to be 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.

(10) If an approval is given by the appointed person pursuant to this article, it is to be deemed to be an approval for the purpose of Schedule 2 as if it had been given by the approving authority. The relevant planning 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) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the approving 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 Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

## SCHEDULE 3

Article 8

### Streets subject to street works

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Approximately 37 metres of THE STREET as shown between points 1a and 1b on sheet 1 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 84 metres of THE STREET as shown between points 1c and 1d on sheet 1 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 51 metres of HOLGATE HILL as shown between points 2a and 2c on sheet 2 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 62 metres of HOLT ROAD as shown between points 2b and 2c on sheet 2 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 106 metres of Private track as shown between points 2c and 2d on sheet 2 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 125 metres of STATION ROAD as shown between points 2e and 2f on sheet 2 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 39 metres of SHERINGHAM ROAD as shown between points 3a and 3b on sheet 3 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 100 metres of Private track as shown between points 3c and 3d on sheet 3 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 18 metres of SANDY HILL LANE as shown between points 3e and 3f on sheet 3 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 102 metres of Private track as shown between points 4a and 4b on sheet 4 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 122 metres of TRACK as shown between points 4c and 4d on sheet 4 of the Streets (to be temporarily stopped up) Plan

District of North Norfolk	Approximately 30 metres of SANDY HILL LANE as shown between points 4e and 4f on sheet 4 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 112 metres of Private track as shown between points 4g and 4h on sheet 4 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 26 metres of HOLT ROAD as shown between points 5a and 5b on sheet 5 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 119 metres of HOLT ROAD as shown between points 5c and 5d on sheet 5 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 89 metres of THE STREET as shown between points 5e and 5f on sheet 5 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 60 metres of RECTORY ROAD as shown between points 6a and 6b on sheet 6 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 82 metres of NEW ROAD as shown between points 6c and 6d on sheet 6 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 149 metres of MARPLE LANE as shown between points 7a and 7b on sheet 7 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 61 metres of GRESHAM ROAD as shown between points 7c and 7d on sheet 7 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 60 metres of CHURCH LANE as shown between points 7e and 7f on sheet 7 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 89 metres of Private track as shown between points 8a and 8b on sheet 8 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 124 metres of NORTHFIELD LANE as shown between points 9a and 9b on sheet 9 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 111 metres of MATLASKE ROAD as shown between points 9c and 9d on sheet 9 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 60 metres of LITTLE BARNINGHAM ROAD as shown between points 10a and 10b on sheet 10 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 60 metres of SWEETBRIAR LANE as shown between points 10c and 10d on sheet 10 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 96 metres of MATLASKE ROAD as shown between points 10e and 10f on sheet 10 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 115 metres of MATLASKE ROAD as shown between points 11a and 11b on sheet 11 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 107 metres of MATLASKE ROAD as shown between points 12a and 12b on sheet 12 of the Streets (to be temporarily stopped up) Plan
District of North Norfolk	Approximately 82 metres of Private track as shown between points 13a and 13b on sheet 13 of the Streets (to be temporarily stopped up) Plan

	up) Plan
District of North Norfolk	Approximately 132 metres of AYLSHAM ROAD as shown between points 13c and 13d on sheet 13 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 137 metres of Private track as shown between points 13e and 13f on sheet 13 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 100 metres of SPA LANE as shown between points 13g and 13h on sheet 13 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 103 metres of SPINK'S LANE as shown between points 14a and 14b on sheet 14 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 49 metres of B1149 as shown between points 15a and 15b on sheet 15 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 77 metres of FARM ACCESS TRACK as shown between points 16a and 16b on sheet 16 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 34 metres of HOLT ROAD as shown between points 16c and 16d on sheet 16 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 130 metres of Private track as shown between points 16e and 16f on sheet 16 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 101 metres of THE STREET as shown between points 16g and 16h on sheet 16 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 60 metres of UNNAMED ROAD as shown between points 16i and 16j on sheet 16 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 49 metres of THE STREET as shown between points 16k and 16l on sheet 16 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 169 metres of B1149 as shown between points 17a and 17b on sheet 17 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 60 metres of BIRDS LANE as shown between points 17c and 17d on sheet 17 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 103 metres of FARM ACCESS TRACK as shown between points 17e and 17f on sheet 17 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 106 metres of AYLSHAM ROAD as shown between points 18a and 18b on sheet 18 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 69 metres of OLD FRIENDSHIP LANE as shown between points 18c and 18d on sheet 18 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 101 metres of NORWICH ROAD as shown between points 18e and 18f on sheet 18 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 142 metres of REEPHAM ROAD as shown between points 19a and 19b on sheet 19 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 60 metres of CHURCH LANE as shown between



	points 20a and 20b on sheet 20 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 149 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20c and 20d on sheet 20 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 89 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20e and 20f on sheet 20 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 61 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20g and 20h on sheet 20 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 62 metres of CLAY LANE as shown between points 21a and 21b on sheet 21 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 100 metres of CHURCH LANE as shown between points 21c and 21d on sheet 21 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 100 metres of UPGATE as shown between points 22a and 22b on sheet 22 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 97 metres of RESTRICTED BYWAY – SWANNINGTON RB12 as shown between points 22c and 22d on sheet 22 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 116 metres of REEPHAM ROAD as shown between points 22e and 22f on sheet 22 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 117 metres of MARRIOTT’S WAY as shown between points 23a and 23b on sheet 23 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 102 metres of MARRIOTT’S WAY as shown between points 23c and 23d on sheet 23 of the Streets (to be temporarily stopped up) Plan
District of Broadland	Approximately 65 metres of FELTHORPE ROAD as shown between points 23e and 23f on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 108 metres of OLD FAKENHAM ROAD as shown between points 23g and 23h on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 43 metres of OLD FAKENHAM ROAD as shown between points 23i and 23j on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 135 metres of FAKENHAM ROAD as shown between points 23k and 23l on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 112 metres of Private track as shown between points 23m and 23n on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 34 metres of FAKENHAM ROAD as shown between points 23o and 23p on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 120 metres of Private track as shown between points 24a and 24b on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 23 metres of MORTON LANE as shown between points 24c and 24d on sheet 24 of the streets (to be temporarily stopped up) plan

District of Broadland	Approximately 103 metres of RINGLAND LANE as shown between points 24e and 24f on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 27 metres of CHURCH HILL LANE as shown between points 25a and 25b on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 100 metres of NORWICH WESTERN LINK ROAD as shown between points 25c and 25d on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 60 metres of CHURCH HILL LANE as shown between points 25e and 25f on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 118 metres of THE BROADWAY as shown between points 26a and 26b on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 190 metres of Private track as shown between points 26c and 26d on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 85 metres of Private track as shown between points 26e and 26f on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 104 metres of Private track as shown between points 26h and 26g on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 100 metres of Private track as shown between points 26j and 26i on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 63 metres of FARM ACCESS TRACK as shown between points 26l and 26k on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 115 metres of TAVERHAM ROAD as shown between points 27a and 27b on sheet 27 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 62 metres of Private track as shown between points 27c and 27d on sheet 27 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 6 metres of Planned - NCC as shown between points 28a and 28b on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 143 metres of A47 as shown between points 28c and 28d on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 63 metres of A47 as shown between points 28e and 28f on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 117 metres of CHURCH LANE as shown between points 28g and 28h on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 71 metres of CHURCH LANE as shown between points 28i and 28j on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 60 metres of BROOM LANE as shown between points 28k and 28l on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 110 metres of Private track as shown between points 29a and 29b on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 37 metres of COLTON ROAD as shown between

	points 29c and 29d on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 100 metres of COLTON ROAD as shown between points 29e and 29f on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 111 metres of CHAPEL STREET as shown between points 30a and 30b on sheet 30 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 187 metres of Private track as shown between points 30c and 30d on sheet 30 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 99 metres of B1108 as shown between points 31a and 31b on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 79 metres of BURDOCK LANE as shown between points 31c and 31d on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 21 metres of BURDOCK LANE as shown between points 31e and 31f on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 60 metres of SKOYLES LANE as shown between points 32a and 32b on sheet 32 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 100 metres of MELTON ROAD as shown between points 33a and 33b on sheet 33 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 111 metres of Private track as shown between points 33c and 33d on sheet 33 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 23 metres of B1172 as shown between points 34a and 34b on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 109 metres of B1172 as shown between points 34c and 34d on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 32 metres of B1172 as shown between points 34e and 34f on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 89 metres of Private Track as shown between points 34g and 34h on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 100 metres of A11 as shown between points 35a and 35b on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 65 metres of FARM ACCESS TRACK as shown between points 35c and 35d on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 100 metres of HIGH STREET as shown between points 35e and 35f on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 30 metres of HIGH STREET as shown between points 35g and 35h on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 102 metres of UNNAMED as shown between points 35i and 35j on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 71 metres of CHURCH ROAD as shown between

	points 35k and 35l on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 206 metres of HETHERSETT ROAD as shown between points 36a and 36b on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 101 metres of FARM ACCESS TRACK as shown between points 36c and 36d on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 57 metres of HETHERSETT ROAD as shown between points 36e and 36f on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 107 metres of INTWOOD LANE as shown between points 37a and 37b on sheet 37 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 110 metres of MAIN ROAD as shown between points 38a and 38b on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 70 metres of SWARDESTON LANE as shown between points 38c and 38d on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 18 metres of SWARDESTON LANE as shown between points 38e and 38f on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 127 metres of HICKLING LANE as shown between points 39a and 39b on sheet 39 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 115 metres of MANGREEN ROAD as shown between points 40a and 40b on sheet 40 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 186 metres of A140 IPSWICH ROAD as shown between points 40c and 40d on sheet 40 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 52 metres of A140 IPSWICH ROAD as shown between points 40e and 40f on sheet 40 of the streets (to be temporarily stopped up) plan

## SCHEDULE 4

Article 4

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

<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	Footpath reference 1 Weybourne FP7	Approximately 234 metres of Footpath reference 1 Weybourne FP7 shown in orange between points marked 1a and 1b on sheet 1 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 4 Weybourne FP6	Approximately 112 metres of Footpath reference 4 Weybourne FP6 shown in orange between points marked 4a and 4b on sheet 4 of the public rights of way (to be

District of North Norfolk	Footpath reference 6 Bodham FP8	temporarily stopped up) plan Approximately 196 metres of Footpath reference 6 Bodham FP8 shown in orange between points marked 6a to 6f on sheet 6 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 8 Matlask FP1	Approximately 97 metres of Footpath reference 8 Matlask FP1 shown in orange between points marked 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 Plumstead FP11	Approximately 106 metres of Footpath reference 9 Plumstead FP11 shown in orange between points marked 9a and 9b on sheet 9 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 11 Itteringham FP3	Approximately 133 metres of Footpath reference 11 Itteringham FP3 shown in orange between points marked 11a and 11b on sheet 11 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 12i Corpusty FP17	Approximately 62 metres of Footpath reference 12i Corpusty FP17 shown in orange between points marked 12a and 12b on sheet 12 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 12ii Corpusty FP16	Approximately 64 metres of Footpath reference 12ii Corpusty FP16 shown in orange between points marked 12c and 12d on sheet 12 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 14i Oulton FP4	Approximately 121 metres of Footpath reference 14i Oulton FP4 shown in orange between points marked 14a and 14b on sheet 14 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 14ii Heydon FP2	Approximately 103 metres of Footpath reference 14ii Heydon FP2 shown in orange between points marked 14c and 14d on sheet 14 of the public rights of way (to be temporarily stopped up) plan

District of Broadland	Footpath reference 17 Marriott's Way	Approximately 115 metres of Footpath reference 17 Marriott's Way shown in orange between points marked 17a and 17b on sheet 17 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 18i Cawston FP3	Approximately 101 metres of Footpath reference 18i Cawston FP3 shown in orange between points marked 18a and 18b on sheet 18 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 18ii Cawston FP8	Approximately 87 metres of Footpath reference 18ii Cawston FP8 shown in orange between points marked 18c and 18d on sheet 18 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 18iii Cawston FP7	Approximately 2 metres of Footpath reference 18iii Cawston FP7 shown in orange between points marked 18e and 18f on sheet 18 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 21i Swannington FP4	Approximately 223 metres of Footpath reference 21i Swannington FP4 shown in orange between points marked 21a to 21d on sheet 21 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 21ii Swannington FP6	Approximately 100 metres of Footpath reference 21ii Swannington FP6 shown in orange between points marked 21e and 21f on sheet 21 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 21iii Swannington FP7	Approximately 71 metres of Footpath reference 21iii Swannington FP7 shown in orange between points marked 21g and 21h on sheet 21 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 22i Swannington FP8	Approximately 123 metres of Footpath reference 22i Swannington FP8 shown in orange between points marked 22a and 22b on sheet 22 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 22ii	Approximately 101 metres of

	Swannington FP13	Footpath reference 22ii Swannington FP13 shown in orange between points marked 22c and 22d on sheet 22 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Restricted Byway reference 22iii Swannington RB12	Approximately 97 metres of Restricted Byway reference 22iii Swannington RB12 shown in purple between points marked 22e and 22f on sheet 22 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Restricted Byway reference 23i Attlebridge RB1	Approximately 149 metres of Restricted Byway reference 23i Attlebridge RB1 shown in purple between points marked 23a and 23b on sheet 23 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 23ii Marriott's Way	Approximately 102 metres of Footpath reference 23ii Marriott's Way shown in orange between points marked 23c and 23d on sheet 23 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 31 Great Melton FP1	Approximately 81 metres of Footpath reference 31 Great Melton FP1 shown in orange between points marked 31a and 31b on sheet 31 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 35 Ketteringham FP4	Approximately 111 metres of Footpath reference 35 Ketteringham FP4 shown in orange between points marked 35a and 35b on sheet 35 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 37i East Carleton FP4	Approximately 91 metres of Footpath reference 37i East Carleton FP4 shown in orange between points marked 37a and 37b on sheet 37 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 37ii Swardeston FP2	Approximately 102 metres of Footpath reference 37ii Swardeston FP2 shown in orange between points marked 37c and 37d on sheet 37 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 37iii	Approximately 78 metres of

	Swardeston FP3	Footpath reference 37iii Swardeston FP3 shown in orange between points marked 37e and 37f on sheet 37 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 37iv Swardeston FP4	Approximately 60 metres of Footpath reference 37iv Swardeston FP4 shown in orange between points marked 37g and 37h on sheet 37 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 38i Mulbarton FP6	Approximately 65 metres of Footpath reference 38i Mulbarton FP6 shown in orange between points marked 38a and 38b on sheet 38 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 38ii Mulbarton FP7	Approximately 67 metres of Footpath reference 38ii Mulbarton FP7 shown in orange between points marked 38c and 38d on sheet 38 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 38iii Swainsthorpe FP1	Approximately 66 metres of Footpath reference 38iii Swainsthorpe FP1 shown in orange between points marked 38e and 38f on sheet 38 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Byway Open to All Traffic reference 39ii Swainsthorpe BOAT6	Approximately 125 metres of Byway Open to All Traffic reference 39ii Swainsthorpe BOAT6 shown in purple between points marked 39c and 39d on sheet 39 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Bridleway reference 40 Swardeston BR12	Approximately 308 metres of Bridleway reference 40 Swardeston BR12 shown in green between points marked 40a and 40b on sheet 40 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Bridleway reference 40i Stoke Holy Cross BR3	Approximately 402 metres of Bridleway reference 40i Stoke Holy Cross BR3 shown in green between points marked 40c and 40d on sheet 40 of the public rights of way (to be temporarily stopped up) plan



## SCHEDULE 5

Article 10

### Streets to be temporarily stopped up

<i>(1) Area</i>	<i>(2) Streets to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	THE STREET	Approximately 37 metres of THE STREET as shown between points 1a and 1b on sheet 1 of the streets (to be temporarily stopped up) plan
District of North Norfolk	THE STREET	Approximately 84 metres of THE STREET as shown between points 1c and 1d on sheet 1 of the streets (to be temporarily stopped up) plan
District of North Norfolk	HOLGATE HILL	Approximately 51 metres of HOLGATE HILL as shown between points 2a and 2c on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	HOLT ROAD	Approximately 62 metres of HOLT ROAD as shown between points 2b and 2c on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 106 metres of Private track as shown between points 2c and 2d on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	STATION ROAD	Approximately 125 metres of STATION ROAD as shown between points 2e and 2f on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	SHERINGHAM ROAD	Approximately 39 metres of SHERINGHAM ROAD as shown between points 3a and 3b on sheet 3 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 100 metres of Private track as shown between points 3c and 3d on sheet 3 of the streets (to be temporarily stopped up) plan
District of North Norfolk	SANDY HILL LANE	Approximately 18 metres of SANDY HILL LANE as shown between points 3e and 3f on sheet 3 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 102 metres of Private track as shown between points 4a and 4b on sheet 4 of the streets (to be

District of North Norfolk	TRACK	temporarily stopped up) plan Approximately 122 metres of TRACK as shown between points 4c and 4d on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	SANDY HILL LANE	Approximately 30 metres of SANDY HILL LANE as shown between points 4e and 4f on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 112 metres of Private track as shown between points 4g and 4h on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	HOLT ROAD	Approximately 26 metres of HOLT ROAD as shown between points 5a and 5b on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	HOLT ROAD	Approximately 119 metres of HOLT ROAD as shown between points 5c and 5d on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	THE STREET	Approximately 89 metres of THE STREET as shown between points 5e and 5f on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	RECTORY ROAD	Approximately 60 metres of RECTORY ROAD as shown between points 6a and 6b on sheet 6 of the streets (to be temporarily stopped up) plan
District of North Norfolk	NEW ROAD	Approximately 82 metres of NEW ROAD as shown between points 6c and 6d on sheet 6 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MARPLE LANE	Approximately 149 metres of MARPLE LANE as shown between points 7a and 7b on sheet 7 of the streets (to be temporarily stopped up) plan
District of North Norfolk	GRESHAM ROAD	Approximately 61 metres of GRESHAM ROAD as shown between points 7c and 7d on sheet 7 of the streets (to be temporarily stopped up) plan
District of North Norfolk	CHURCH LANE	Approximately 60 metres of CHURCH LANE as shown between points 7e and 7f on sheet 7 of the streets (to be

District of North Norfolk	Private track	temporarily stopped up) plan Approximately 89 metres of Private track as shown between points 8a and 8b on sheet 8 of the streets (to be temporarily stopped up) plan
District of North Norfolk	NORTHFIELD LANE	Approximately 124 metres of NORTHFIELD LANE as shown between points 9a and 9b on sheet 9 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MATLASKE ROAD	Approximately 111 metres of MATLASKE ROAD as shown between points 9c and 9d on sheet 9 of the streets (to be temporarily stopped up) plan
District of North Norfolk	LITTLE BARNINGHAM ROAD	Approximately 60 metres of LITTLE BARNINGHAM ROAD as shown between points 10a and 10b on sheet 10 of the streets (to be temporarily stopped up) plan
District of North Norfolk	SWEETBRIAR LANE	Approximately 60 metres of SWEETBRIAR LANE as shown between points 10c and 10d on sheet 10 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MATLASKE ROAD	Approximately 96 metres of MATLASKE ROAD as shown between points 10e and 10f on sheet 10 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MATLASKE ROAD	Approximately 115 metres of MATLASKE ROAD as shown between points 11a and 11b on sheet 11 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MATLASKE ROAD	Approximately 107 metres of MATLASKE ROAD as shown between points 12a and 12b on sheet 12 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 82 metres of Private track as shown between points 13a and 13b on sheet 13 of the streets (to be temporarily stopped up) plan
District of North Norfolk	AYLSHAM ROAD	Approximately 132 metres of AYLSHAM ROAD as shown between points 13c and 13d on

District of Broadland	Private track	sheet 13 of the streets (to be temporarily stopped up) plan Approximately 137 metres of Private track as shown between points 13e and 13f on sheet 13 of the streets (to be temporarily stopped up) plan
District of Broadland	SPA LANE	Approximately 100 metres of SPA LANE as shown between points 13g and 13h on sheet 13 of the streets (to be temporarily stopped up) plan
District of Broadland	SPINK'S LANE	Approximately 103 metres of SPINK'S LANE as shown between points 14a and 14b on sheet 14 of the streets (to be temporarily stopped up) plan
District of Broadland	B1149	Approximately 49 metres of B1149 as shown between points 15a and 15b on sheet 15 of the streets (to be temporarily stopped up) plan
District of Broadland	FARM ACCESS TRACK	Approximately 77 metres of FARM ACCESS TRACK as shown between points 16a and 16b on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	HOLT ROAD	Approximately 34 metres of HOLT ROAD as shown between points 16c and 16d on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 130 metres of Private track as shown between points 16e and 16f on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	THE STREET	Approximately 101 metres of THE STREET as shown between points 16g and 16h on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	UNNAMED ROAD	Approximately 60 metres of UNNAMED ROAD as shown between points 16i and 16j on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	THE STREET	Approximately 49 metres of THE STREET as shown between points 16k and 16l on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	B1149	Approximately 169 metres of B1149 as shown between points 17a and 17b on sheet 17

District of Broadland	BIRDS LANE	of the streets (to be temporarily stopped up) plan Approximately 60 metres of BIRDS LANE as shown between points 17c and 17d on sheet 17 of the streets (to be temporarily stopped up) plan
District of Broadland	FARM ACCESS TRACK	Approximately 103 metres of FARM ACCESS TRACK as shown between points 17e and 17f on sheet 17 of the streets (to be temporarily stopped up) plan
District of Broadland	AYLSHAM ROAD	Approximately 106 metres of AYLSHAM ROAD as shown between points 18a and 18b on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	OLD FRIENDSHIP LANE	Approximately 69 metres of OLD FRIENDSHIP LANE as shown between points 18c and 18d on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	NORWICH ROAD	Approximately 101 metres of NORWICH ROAD as shown between points 18e and 18f on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	REEPHAM ROAD	Approximately 142 metres of REEPHAM ROAD as shown between points 19a and 19b on sheet 19 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH LANE	Approximately 60 metres of CHURCH LANE as shown between points 20a and 20b on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	DISUSED AIRFIELD – ACCESS TRACK	Approximately 149 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20c and 20d on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	DISUSED AIRFIELD – ACCESS TRACK	Approximately 89 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20e and 20f on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	DISUSED AIRFIELD – ACCESS TRACK	Approximately 61 metres of DISUSED AIRFIELD – ACCESS Track as shown between points 20g and 20h on sheet 20 of the streets (to be

District of Broadland	CLAY LANE	temporarily stopped up) plan Approximately 62 metres of CLAY LANE as shown between points 21a and 21b on sheet 21 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH LANE	Approximately 100 metres of CHURCH LANE as shown between points 21c and 21d on sheet 21 of the streets (to be temporarily stopped up) plan
District of Broadland	UPGATE	Approximately 100 metres of UPGATE as shown between points 22a and 22b on sheet 22 of the streets (to be temporarily stopped up) plan
District of Broadland	RESTRICTED BYWAY – SWANNINGTON RB12	Approximately 97 metres of RESTRICTED BYWAY – SWANNINGTON RB12 as shown between points 22c and 22d on sheet 22 of the streets (to be temporarily stopped up) plan
District of Broadland	REEPHAM ROAD	Approximately 116 metres of REEPHAM ROAD as shown between points 22e and 22f on sheet 22 of the streets (to be temporarily stopped up) plan
District of Broadland	MARRIOTT’S WAY	Approximately 117 metres of MARRIOTT’S WAY as shown between points 23a and 23b on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	MARRIOTT’S WAY	Approximately 102 metres of MARRIOTT’S WAY as shown between points 23c and 23d on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	FELTHORPE ROAD	Approximately 65 metres of FELTHORPE ROAD as shown between points 23e and 23f on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	OLD FAKENHAM ROAD	Approximately 108 metres of OLD FAKENHAM ROAD as shown between points 23g and 23h on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	OLD FAKENHAM ROAD	Approximately 43 metres of OLD FAKENHAM ROAD as shown between points 23i and 23j on sheet 23 of the streets

District of Broadland	FAKENHAM ROAD	(to be temporarily stopped up) plan Approximately 135 metres of FAKENHAM ROAD as shown between points 23k and 23l on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 112 metres of Private track as shown between points 23m and 23n on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	FAKENHAM ROAD	Approximately 34 metres of FAKENHAM ROAD as shown between points 23o and 23p on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 120 metres of Private track as shown between points 24a and 24b on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	MORTON LANE	Approximately 23 metres of MORTON LANE as shown between points 24c and 24d on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	RINGLAND LANE	Approximately 103 metres of RINGLAND LANE as shown between points 24e and 24f on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH HILL LANE	Approximately 27 metres of CHURCH HILL LANE as shown between points 25a and 25b on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	NORWICH WESTERN LINK ROAD	Approximately 100 metres of NORWICH WESTERN LINK ROAD as shown between points 25c and 25d on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH HILL LANE	Approximately 60 metres of CHURCH HILL LANE as shown between points 25e and 25f on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	THE BROADWAY	Approximately 118 metres of THE BROADWAY as shown between points 26a and 26b on sheet 26 of the streets (to be

District of Broadland	Private track	temporarily stopped up) plan Approximately 190 metres of Private track as shown between points 26c and 26d on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 85 metres of Private track as shown between points 26e and 26f on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 104 metres of Private track as shown between points 26h and 26g on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 100 metres of Private track as shown between points 26j and 26i on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	FARM ACCESS TRACK	Approximately 63 metres of FARM ACCESS TRACK as shown between points 26l and 26k on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	TAVERHAM ROAD	Approximately 115 metres of TAVERHAM ROAD as shown between points 27a and 27b on sheet 27 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 62 metres of Private track as shown between points 27c and 27d on sheet 27 of the streets (to be temporarily stopped up) plan
District of Broadland	Planned - NCC	Approximately 6 metres of Planned - NCC as shown between points 28a and 28b on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A47	Approximately 143 metres of A47 as shown between points 28c and 28d on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A47	Approximately 63 metres of A47 as shown between points 28e and 28f on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	CHURCH LANE	Approximately 117 metres of CHURCH LANE as shown between points 28g and 28h on



District of South Norfolk	CHURCH LANE	sheet 28 of the streets (to be temporarily stopped up) plan Approximately 71 metres of CHURCH LANE as shown between points 28i and 28j on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	BROOM LANE	Approximately 60 metres of BROOM LANE as shown between points 28k and 28l on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Private track	Approximately 110 metres of Private track as shown between points 29a and 29b on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	COLTON ROAD	Approximately 37 metres of COLTON ROAD as shown between points 29c and 29d on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	COLTON ROAD	Approximately 100 metres of COLTON ROAD as shown between points 29e and 29f on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	CHAPEL STREET	Approximately 111 metres of CHAPEL STREET as shown between points 30a and 30b on sheet 30 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Private track	Approximately 187 metres of Private track as shown between points 30c and 30d on sheet 30 of the streets (to be temporarily stopped up) plan
District of South Norfolk	B1108 ROAD	Approximately 99 metres of B1108 as shown between points 31a and 31b on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	BURDOCK LANE	Approximately 79 metres of BURDOCK LANE as shown between points 31c and 31d on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	BURDOCK LANE	Approximately 21 metres of BURDOCK LANE as shown between points 31e and 31f on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	SKOYLES LANE	Approximately 60 metres of SKOYLES LANE as shown between points 32a and 32b on sheet 32 of the streets (to be

District of South Norfolk	MELTON ROAD	temporarily stopped up) plan Approximately 100 metres of MELTON ROAD as shown between points 33a and 33b on sheet 33 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Private track	Approximately 111 metres of Private track as shown between points 33c and 33d on sheet 33 of the streets (to be temporarily stopped up) plan
District of South Norfolk	B1172	Approximately 23 metres of B1172 as shown between points 34a and 34b on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	B1172	Approximately 109 metres of B1172 as shown between points 34c and 34d on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	B1172	Approximately 32 metres of B1172 as shown between points 34e and 34f on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Private track	Approximately 89 metres of Private track as shown between points 34g and 34h on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A11	Approximately 100 metres of A11 as shown between points 35a and 35b on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	FARM ACCESS TRACK	Approximately 65 metres of FARM ACCESS TRACK as shown between points 35c and 35d on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HIGH STREET	Approximately 100 metres of HIGH STREET as shown between points 35e and 35f on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HIGH STREET	Approximately 30 metres of HIGH STREET as shown between points 35g and 35h on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	UNNAMED	Approximately 102 metres of UNNAMED as shown between points 35i and 35j on sheet 35 of the streets (to be

District of South Norfolk	CHURCH ROAD	temporarily stopped up) plan Approximately 71 metres of CHURCH ROAD as shown between points 35k and 35l on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HETHERSETT ROAD	Approximately 206 metres of HETHERSETT ROAD as shown between points 36a and 36b on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	FARM ACCESS TRACK	Approximately 101 metres of FARM ACCESS TRACK as shown between points 36c and 36d on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HETHERSETT ROAD	Approximately 57 metres of HETHERSETT ROAD as shown between points 36e and 36f on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	INTWOOD LANE	Approximately 107 metres of INTWOOD LANE as shown between points 37a and 37b on sheet 37 of the streets (to be temporarily stopped up) plan
District of South Norfolk	MAIN ROAD	Approximately 110 metres of MAIN ROAD as shown between points 38a and 38b on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	SWARDESTON LANE	Approximately 70 metres of SWARDESTON LANE as shown between points 38c and 38d on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	SWARDESTONE LANE	Approximately 18 metres of SWARDESTON LANE as shown between points 38e and 38f on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HICKLING LANE	Approximately 127 metres of HICKLING LANE as shown between points 39a and 39b on sheet 39 of the streets (to be temporarily stopped up) plan
District of South Norfolk	MANGREEN ROAD	Approximately 115 metres of MANGREEN ROAD as shown between points 40a and 40b on sheet 40 of the streets (to be temporarily stopped up)

District of South Norfolk	A140 IPSWICH ROAD	plan Approximately 186 metres of A140 IPSWICH ROAD as shown between points 40c and 40d on sheet 40 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A140 IPSWICH ROAD	plan Approximately 52 metres of A140 IPSWICH ROAD as shown between points 40e and 40f on sheet 40 of the streets (to be temporarily stopped up) plan

## SCHEDULE 6

Article 12

### Access to works

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicle access from The Street marked point at ACEW01 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACC01 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACEW02 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACC02 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACC03 on the access to works plan
District of North Norfolk	Vehicle access from Holgate Hill marked point at ACEW03 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACC04 on the access to works plan
District of North Norfolk	Vehicle access from Holgate Hill marked point at ACEW04 on the access to works plan
District of North Norfolk	Vehicle access from Station Road marked point at ACEW05 on the access to works plan
District of North Norfolk	Vehicle access from Sheringham Road marked point at ACC05 on the access to works plan
District of North Norfolk	Vehicle access from Station Road marked point at ACEW06 on the access to works plan
District of North Norfolk	Vehicle access from Sandy Hill Lane marked point at ACEW10a on the access to works plan
District of North Norfolk	Vehicle access from Sandy Hill Lane marked point at ACC07 on the access to works plan
District of North Norfolk	Vehicle access from Sandy Hill Lane marked point at ACEW09 on the access to works plan
District of North Norfolk	Vehicle access from Sandy Hill Lane marked point at ACC09 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACEW10 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACEW11 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACC10 on the access to works plan

District of North Norfolk	Vehicle access from Holt Road marked point at ACC11 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACEW12 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at XOC01 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at XOC02 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACEW13 on the access to works plan
District of North Norfolk	Vehicle access from Rectory Road marked point at ACC12 on the access to works plan
District of North Norfolk	Vehicle access from Rectory Road marked point at ACEW14 on the access to works plan
District of North Norfolk	Vehicle access from Rectory Road marked point at ACC13 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at ACEW15 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at ACEW16 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at XOC03 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at XOC04 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at ACEW17 on the access to works plan
District of North Norfolk	Vehicle access from Marple Lane marked point at ACEW18 on the access to works plan
District of North Norfolk	Vehicle access from Gresham Road marked point at ACEW19 on the access to works plan
District of North Norfolk	Vehicle access from Gresham Road marked point at XOC05 on the access to works plan
District of North Norfolk	Vehicle access from Gresham Road marked point at XOC06 on the access to works plan
District of North Norfolk	Vehicle access from Gresham Road marked point at ACEW20 on the access to works plan
District of North Norfolk	Vehicle access from Church Lane marked point at ACC14 on the access to works plan
District of North Norfolk	Vehicle access from Church Lane marked point at ACEW21 on the access to works plan
District of North Norfolk	Vehicle access from Church Lane marked point at ACEW22 on the access to works plan
District of North Norfolk	Vehicle access from Church Lane marked point at ACC15 on the access to works plan
District of North Norfolk	Vehicle access from Northfield Lane marked point at ACEW23 on the access to works plan
District of North Norfolk	Vehicle access from Northfield Lane marked point at XOC07 on the access to works plan
District of North Norfolk	Vehicle access from Northfield Lane marked point at XOC08 on the access to works plan
District of North Norfolk	Vehicle access from Northfield Lane marked point at ACEW24 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC16 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW25 on

	the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW26 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC17 on the access to works plan
District of North Norfolk	Vehicle access from Little Barningham Road marked point at ACEW27 on the access to works plan
District of North Norfolk	Vehicle access from Little Barningham Road marked point at XOC09 on the access to works plan
District of North Norfolk	Vehicle access from Little Barningham Road marked point at XOC10 on the access to works plan
District of North Norfolk	Vehicle access from Little Barningham Road marked point at ACEW28 on the access to works plan
District of North Norfolk	Vehicle access from Sweetbriar Lane marked point at XOC11 on the access to works plan
District of North Norfolk	Vehicle access from Sweetbriar Lane marked point at ACEW29 on the access to works plan
District of North Norfolk	Vehicle access from Sweetbriar Lane marked point at XOC12 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC18 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC19 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW30 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW31 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC20 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC21 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW32 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC22 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW33 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW34 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC23 on the access to works plan
District of North Norfolk	Vehicle access from Aylsham Road marked point at ACEW35 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACEW36 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACC24 on the access to works plan
District of Broadland	Vehicle access from Spa Lane marked point at XOC13 on the access to works plan
District of Broadland	Vehicle access from Spa Lane marked point at ACEW37 on the access to works plan
District of Broadland	Vehicle access from Spa Lane marked point at ACEW38 on the access to works plan
District of Broadland	Vehicle access from Spa Lane marked point at XOC14 on the access to works plan

District of Broadland	Vehicle access from Spink's Lane marked point at ACEW39 on the access to works plan
District of Broadland	Vehicle access from Spink's Lane marked point at ACEW40 on the access to works plan
District of Broadland	Vehicle access from B1149 marked point at ACEW41 on the access to works plan
District of Broadland	Vehicle access from B1149 marked point at ACC25 on the access to works plan
District of Broadland	Vehicle access from farm access track marked point at ACEW42 on the access to works plan
District of Broadland	Vehicle access from farm access track marked point at ACC25b on the access to works plan
District of Broadland	Vehicle access from The Street marked point at ACC26 on the access to works plan
District of Broadland	Vehicle access from The Street marked point at ACEW45 on the access to works plan
District of Broadland	Vehicle access from Birds Lane marked point at XOC15 on the access to works plan
District of Broadland	Vehicle access from Birds Lane marked point at ACEW46 on the access to works plan
District of Broadland	Vehicle access from Birds Lane marked point at ACEW47 on the access to works plan
District of Broadland	Vehicle access from Birds Lane marked point at XOC16 on the access to works plan
District of Broadland	Vehicle access from B1149 marked point at ACEW48 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACC27 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACEW49 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACEW50 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACC28 on the access to works plan
District of Broadland	Vehicle access from Old Friendship Lane marked point at XOC17 on the access to works plan
District of Broadland	Vehicle access from Old Friendship Lane marked point at ACEW51 on the access to works plan
District of Broadland	Vehicle access from Old Friendship Lane marked point at XOC18 on the access to works plan
District of Broadland	Vehicle access from Old Friendship Lane marked point at ACEW52 on the access to works plan
District of Broadland	Vehicle access from Norwich Road marked point at XOC19 on the access to works plan
District of Broadland	Vehicle access from Norwich Road marked point at ACEW53 on the access to works plan
District of Broadland	Vehicle access from Norwich Road marked point at XOC20 on the access to works plan
District of Broadland	Vehicle access from Norwich Road marked point at ACEW54 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACC29 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACEW55 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACEW56 on

	the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACC30 on the access to works plan
District of Broadland	Vehicle access from Cawston Road marked point at ACEW57 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at XOC21 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at ACEW58 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at XOC22 on the access to works plan
District of Broadland	Vehicle access from Clay Lane marked point at XOC23 on the access to works plan
District of Broadland	Vehicle access from Clay Lane marked point at ACEW59 on the access to works plan
District of Broadland	Vehicle access from Clay Lane marked point at ACEW60 on the access to works plan
District of Broadland	Vehicle access from Clay Lane marked point at XOC24 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at ACEW61 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at ACEW115 on the access to works plan
District of Broadland	Vehicle access from School Road marked point at ACEW62 on the access to works plan
District of Broadland	Vehicle access from Upgate marked point at XOC25 on the access to works plan
District of Broadland	Vehicle access from Upgate marked point at XOC26 on the access to works plan
District of Broadland	Vehicle access from School Road marked point at ACEW63 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACC31 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACEW64 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACC32 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACEW65 on the access to works plan
District of Broadland	Vehicle access from Felthorpe Road marked point at XOC27 on the access to works plan
District of Broadland	Vehicle access from Felthorpe Road marked point at XOC28 on the access to works plan
District of Broadland	Vehicle access from Felthorpe Road marked point at ACEW66 on the access to works plan
District of Broadland	Vehicle access from Old Fakenham Road marked point at ACC33 on the access to works plan
District of Broadland	Vehicle access from Old Fakenham Road marked point at ACEW67 on the access to works plan
District of Broadland	Vehicle access from Fakenham Road marked point at ACEW68 on the access to works plan
District of Broadland	Vehicle access from Fakenham Road marked point at ACC36 on the access to works plan
District of Broadland	Vehicle access from Fakenham Road marked point at ACEW70 on the access to works plan



District of Broadland	Vehicle access from Morton Lane marked point at ACEW71 on the access to works plan
District of Broadland	Vehicle access from Morton Lane marked point at ACC37 on the access to works plan
District of Broadland	Vehicle access from Ringland Lane marked point at ACEW72 on the access to works plan
District of Broadland	Vehicle access from Ringland Lane marked point at ACC38 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACEW73 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACC39 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACEW74 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACEW75 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACC40 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACC41 on the access to works plan
District of Broadland	Vehicle access from The Broadway marked point at ACEW76 on the access to works plan
District of Broadland	Vehicle access from The Broadway marked point at ACC42 on the access to works plan
District of Broadland	Vehicle access from The Broadway marked point at ACC43 on the access to works plan
District of Broadland	Vehicle access from The Broadway marked point at ACEW77 on the access to works plan
District of Broadland	Vehicle access from Taverham Road marked point at ACEW78 on the access to works plan
District of Broadland	Vehicle access from Taverham Road marked point at ACEW79 on the access to works plan
District of Broadland	Vehicle access from Taverham Road marked point at ACC44 on the access to works plan
District of Broadland	Vehicle access from Taverham Road marked point at ACC45 on the access to works plan
District of South Norfolk	Vehicle access from A47 marked point at ACC46 on the access to works plan
District of South Norfolk	Vehicle access from A47 marked point at ACEW80 on the access to works plan
District of South Norfolk	Vehicle access from A47 marked point at ACC47 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACC48 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACEW82 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACC49 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACEW83 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACEW85 on the access to works plan
District of South Norfolk	Vehicle access from Broom Lane marked point at XOC29 on the access to works plan
District of South Norfolk	Vehicle access from Broom Lane marked point at XOC30 on the

	access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACC50 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACEW86 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACEW87 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACEW88 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACC51 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACC52 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACEW89 on the access to works plan
District of South Norfolk	Vehicle access from Chapel Street marked point at ACEW90 on the access to works plan
District of South Norfolk	Vehicle access from Chapel Street marked point at ACEW91 on the access to works plan
District of South Norfolk	Vehicle access from Chapel Street marked point at ACC53 on the access to works plan
District of South Norfolk	Vehicle access from Chapel Street marked point at ACC54 on the access to works plan
District of South Norfolk	Vehicle access from B1108 marked point at ACEW92 on the access to works plan
District of South Norfolk	Vehicle access from B1108 marked point at ACC55 on the access to works plan
District of South Norfolk	Vehicle access from Burdock Lane marked point at ACEW93 on the access to works plan
District of South Norfolk	Vehicle access from Burdock Lane marked point at ACC56 on the access to works plan
District of South Norfolk	Vehicle access from Burdock Lane marked point at ACC57 on the access to works plan
District of South Norfolk	Vehicle access from Burdock Lane marked point at ACEW94 on the access to works plan
District of South Norfolk	Vehicle access from Skoyles Lane marked point at ACEW95 on the access to works plan
District of South Norfolk	Vehicle access from Skoyles Lane marked point at XOC31 on the access to works plan
District of South Norfolk	Vehicle access from Skoyles Lane marked point at XOC32 on the access to works plan
District of South Norfolk	Vehicle access from Skoyles Lane marked point at ACEW96 on the access to works plan
District of South Norfolk	Vehicle access from B1172 marked point at ACC60 on the access to works plan
District of South Norfolk	Vehicle access from B1172 marked point at ACEW99 on the access to works plan
District of South Norfolk	Vehicle access from B1172 marked point at ACC61 on the access to works plan
District of South Norfolk	Vehicle access from B1172 marked point at ACEW100 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACC58 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACEW97 on the access to works plan

District of South Norfolk	Vehicle access from Melton Road marked point at ACEW98 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACC59 on the access to works plan
District of South Norfolk	Vehicle access from Pockthorpe Road marked point at ACEW117 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACEW118 on the access to works plan
District of South Norfolk	Vehicle access from Low Street marked point at ACEW116 on the access to works plan
District of South Norfolk	Vehicle access from High Street marked point at ACEW101 on the access to works plan
District of South Norfolk	Vehicle access from High Street marked point at ACC62 on the access to works plan
District of South Norfolk	Vehicle access from High Street marked point at ACC63 on the access to works plan
District of South Norfolk	Vehicle access from High Street marked point at ACEW102 on the access to works plan
District of South Norfolk	Vehicle access from Church Road marked point at XOC33 on the access to works plan
District of South Norfolk	Vehicle access from Church Road marked point at XOC34 on the access to works plan
District of South Norfolk	Vehicle access from Hethersett Road marked point at ACEW103 on the access to works plan
District of South Norfolk	Vehicle access from Hethersett Road marked point at ACC64 on the access to works plan
District of South Norfolk	Vehicle access from Hethersett Road marked point at ACEW104 on the access to works plan
District of South Norfolk	Vehicle access from Hethersett Road marked point at ACC65 on the access to works plan
District of South Norfolk	Vehicle access from Hethersett Road marked point at ACC66 on the access to works plan
District of South Norfolk	Vehicle access from Hethersett Road marked point at ACEW105 on the access to works plan
District of South Norfolk	Vehicle access from Intwood Lane marked point at ACEW106 on the access to works plan
District of South Norfolk	Vehicle access from Intwood Lane marked point at XOC35 on the access to works plan
District of South Norfolk	Vehicle access from Intwood Lane marked point at XOC36 on the access to works plan
District of South Norfolk	Vehicle access from Swardeston Lane marked point at ACEW107 on the access to works plan
District of South Norfolk	Vehicle access from Main Road marked point at ACC67 on the access to works plan
District of South Norfolk	Vehicle access from Main Road marked point at ACEW108 on the access to works plan
District of South Norfolk	Vehicle access from Main Road marked point at ACC68 on the access to works plan
District of South Norfolk	Vehicle access from Main Road marked point at ACEW109 on the access to works plan
District of South Norfolk	Vehicle access from Swardeston Lane marked point at XOC37 on the access to works plan
District of South Norfolk	Vehicle access from Swardeston Lane marked point at XOC38 on the access to works plan
District of South Norfolk	Vehicle access from Swardeston Lane marked point at ACEW110

District of South Norfolk	on the access to works plan Vehicle access from Swardeston Lane marked point at ACEW111 on the access to works plan
District of South Norfolk	Vehicle access from Mangreen Road marked point at ACC73 on the access to works plan
District of South Norfolk	Vehicle access from Mangreen Road marked point at ACEW113 on the access to works plan
District of South Norfolk	Vehicle access from Mangreen Road marked point at ACEW114 on the access to works plan
District of South Norfolk	Vehicle access from A140 Ipswich Road marked point at ACC74 on the access to works plan
District of South Norfolk	Vehicle access from Mangreen Road marked point at ACC76 on the access to works plan

## SCHEDULE 7

Article 20

### Land in which only new rights, etc. may be acquired

<i>(1)</i>	<i>(2)</i>
<i>Plot reference number shown on land plans</i>	<i>Purpose for which rights may be acquired</i>
01-001, 01-002, 01-003, 01-004	Work Nos. 7A/B or 7C
01-005, 01-006, 01-007, 01-008, 01-009	Work Nos. 8A/B or 8C
01-012, 01-014, 01-015, 01-016, 01-021, 01-022, 01-023, 01-024, 01-025, 01-026, 01-027, 01-028	Work Nos. 9A/B or 9C
01-017, 01-018, 01-020, 01-035, 01-036, 01-037	Work Nos. 11A/B
01-029, 01-030, 01-034, 01-038, 01-042, 01-044, 02-002, 02-004, 02-005, 02-006, 02-010, 02-011, 02-012, 02-013, 02-015, 03-003, 03-004, 03-008, 03-009, 03-010, 03-011, 04-003, 04-014, 04-015, 04-016, 04-017, 05-004, 05-006, 05-007, 05-009, 05-012, 05-013, 05-015, 05-016, 06-002, 06-003, 06-005, 06-007, 06-008, 07-001, 07-002, 07-003, 07-004, 07-005, 07-006, 07-009, 07-015, 07-016, 07-018, 07-019, 07-021, 08-001, 09-001, 09-003, 09-004, 09-006, 09-009, 10-001, 10-002, 10-004, 10-005, 10-007, 10-008, 10-010, 10-011, 10-012, 10-013, 10-014, 11-003, 11-004, 11-005, 11-006, 11-007, 11-008, 12-002, 12-003, 12-004, 12-006, 12-007, 12-008, 13-001, 13-003, 13-004, 13-005,	Work Nos. 12A/B or 12C

13-006, 13-007, 13-010, 13-013, 13-016, 14-001, 14-003, 14-007, 15-004, 16-001, 16-002, 16-003, 16-009, 16-011, 16-012, 16-015, 16-020, 17-001, 17-002, 17-003, 17-004, 17-005, 17-007, 17-009, 17-011, 17-012, 18-001, 18-003, 18-004, 18-006, 18-007, 18-009, 18-010, 18-011, 18-013, 18-014, 18-015, 18-016, 18-017, 19-001, 19-003, 19-004, 19-005, 19-006, 19-007, 19-010, 20-001, 20-003, 21-001, 21-002, 21-004, 21-005, 21-006, 21-013, 22-001, 22-002, 22-003, 22-008, 22-009, 22-010, 22-011, 23-001, 23-002, 23-003, 23-004, 23-007, 23-012, 23-013, 23-014, 23-017, 23-018, 23-019, 23-020, 23-021, 23-029, 23-030, 23-031, 24-004, 24-005, 24-007, 25-001, 25-006, 25-007, 25-008, 25-017, 26-001, 26-002, 26-004, 26-007, 27-003, 27-004, 27-005, 28-001, 28-002, 28-008, 28-009, 28-010, 28-011, 28-014, 28-015, 28-016, 28-019, 28-021, 28-022, 29-003, 29-004, 29-005, 29-006, 29-007, 29-008, 30-001, 30-002, 30-003, 30-009, 30-010, 30-011, 30-012, 30-013, 30-014, 30-015, 30-016, 30-017, 31-001, 31-002, 31-004, 31-005, 31-007, 31-011, 31-012, 32-001, 32-002, 32-003, 32-006, 33-001, 33-007, 33-008, 33-010, 33-012, 33-013, 33-014, 33-015, 33-016, 33-017, 34-001, 34-002, 34-006, 34-009, 34-010, 35-001, 35-002, 35-003, 35-006, 35-007, 35-010, 35-011, 36-004, 36-006, 36-009, 36-010, 36-011, 37-002, 37-005, 37-006, 38-002, 38-004, 38-005, 38-006, 38-007, 38-014, 38-015, 38-016, 38-017, 39-001, 39-005, 39-006, 39-010, 39-011

39-019, 39-020, 39-023, 39-028, 39-031, 39-032, 39-033

Work Nos. 16A/B or 16C

39-034, 39-035, 39-037

Work Nos. 17A/B or 17C

39-016, 39-020, 39-024, 39-038, 39-044, 40-004

Work Nos. 19A/B

39-017, 39-023, 39-025, 39-

Work Nos. 22A/B

## SCHEDULE 8

Article 20

### Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants

#### 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 for the compulsory purchase of land and interests in land.

**2.**—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the Compulsory Purchase Act 1965 (as modified by paragraph [5(5)] of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the Dudgeon and Sheringham Shoal Extensions Offshore Wind Farm] Development Consent Order 202[•] (the “202[•] Order”));
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the Compulsory Purchase Act 1965 (as substituted by paragraph 5(8) of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the 202[•] Order) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.”

**3.**—(1) Without limitation on the scope 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 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

#### Application of Part 1 of the 1965 Act

**4.** Part 1 of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 24 (modification of Part 1 of the 1965 Act))

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(a) 1973 c. 26.

to the acquisition of land under article 18 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant, under article 20 (compulsory acquisition of rights)—

- (a) with the modifications specified in paragraph 5; and
- (b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be 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 the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

“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.”

(4) 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) (refusal to convey, failure to make title, etc.);
- (b) paragraph 10(3) of Schedule 1 (conveyance of the land or interest);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so 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.

(5) Section 11 (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to a compulsory acquisition under article 18), 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 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20 (tenants at will, etc.) of the 1965 Act 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.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 24(4) is modified so 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 or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A to the 1965 Act substitute—

COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT  
IN NOTICE TO TREAT

**Introduction**

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Acquisition of Land Act 1981 as applied by article 22 (application of the 1981 Act) of the Dudgeon and Sheringham Shoal Extensions Offshore Wind Farm Development Consent Order 202[•] in respect of the land to which the notice to treat relates.

(2) But see article 23(4) (acquisition of subsoil or airspace only) of the Dudgeon and Sheringham Shoal Extensions Offshore Wind Farm Development Consent Order 202[•] which excludes the acquisition of subsoil or airspace only from this Schedule.

(2) In this Schedule “house”, except in paragraph 10, 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 acquiring authority 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 acquiring authority 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 authority 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 authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority do 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 authority serve 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 the Upper Tribunal**

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant 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 or the imposition of the covenant,  
 (b) the use to be made of the right or covenant proposed to be acquired or imposed, and  
 (c) if the right or covenant is proposed to be acquired or imposed 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 or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

**13.** If the Upper Tribunal determines that the acquiring authority 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 acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring 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 acquiring authority 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 withdrawing of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

## SCHEDULE 9

Article 26

### Land of which only temporary possession may be taken

<i>(1)</i> Location	<i>(2)</i> Plot reference number shown on land plans	<i>(3)</i> Purpose for which temporary possession may be taken	<i>(4)</i> Relevant part of the authorised development
North Norfolk District Council	01-010, 01-011, 01-013, 01-019	Temporary use (including access) to facilitate construction of Work Nos. 7A/B or 7C, 8A/B or 8C and 9A/B or 9C	Works No. 10A/B
North Norfolk District Council	01-031, 01-032, 01-033, 01-039, 01-040, 01-041, 01-043, 02-001, 02-003, 02-007, 02-008, 02-009, 02-014, 03-001, 03-002, 03-005, 03-006, 03-007, 04-001, 04-002, 04-004, 04-005, 04-006, 04-007, 04-008, 04-009, 04-010, 04-011, 04-012, 04-013, 05-001, 05-002, 05-	Temporary use (including enabling works) for access to construct Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 14A/B	Works No. 13A/B

	003, 05-005, 05-010, 05-011, 05-014, 06-001, 06-004, 06-006, 07-007, 07-008, 07-010, 07-011, 07-012, 07-013, 07-014, 07-017, 07-020, 08-002, 09-002, 09-005, 09-007, 10-003, 10-006, 10-009, 11-001, 11-002, 12-001, 12-005, 13-002		
North Norfolk District Council	05-008, 09-008	Temporary use (including storage) for facilitation of construction of Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 13A/B	Works Nos. 14A/B
Broadland District Council	13-011, 13-012, 13-014, 13-015, 14-002, 14-004, 14-005, 14-006, 15-001, 16-004, 16-005, 16-006, 16-007, 16-008, 16-010, 16-013, 16-014, 16-016, 16-017, 16-018, 16-019, 17-006, 17-008, 17-010, 18-002, 18-005, 18-008, 19-008, 19-009, 20-002, 21-003, 21-007, 21-008, 21-009, 21-010, 21-011, 21-012, 21-014, 21-015, 21-016, 21-017, 21-018, 21-019, 22-004, 22-005, 22-006, 22-007, 23-005, 23-006, 23-009, 23-010, 23-011, 23-015, 23-016, 23-022, 23-023, 23-024, 23-025, 23-028, 24-001, 24-002, 24-003, 24-006, 25-002, 25-003, 25-004, 25-005, 25-009, 25-010, 25-011, 25-012, 25-013, 25-014, 25-015, 25-016, 26-003, 26-005, 26-006, 26-008, 27-001, 27-002, 27-006	Temporary use (including enabling works) for access to construct Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 14A/B	Works Nos. 13A/B
Broadland District Council	13-008, 13-009, 15-002, 15-003, 19-002, 23-008	Temporary use (including storage) for facilitation of	Works Nos. 14A/B

		construction of Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 13A/B	
South Norfolk District Council	28-003, 28-004, 28-005, 28-006, 28-007, 28-017, 28-020, 28-023, 28-024, 28-025, 28-026, 28-027, 29-001, 29-002, 30-004, 30-005, 30-006, 30-007, 30-008, 31-003, 31-006, 31-008, 31-009, 31-010, 32-004, 32-005, 33-002, 33-003, 33-004, 33-005, 33-006, 33-009, 33-011, 34-003, 34-004, 34-005, 34-007, 35-004, 35-005, 35-008, 35-009, 36-001, 36-002, 36-003, 36-007, 36-008, 37-001, 37-003, 37-004, 38-001, 38-003, 38-008, 38-009, 38-010, 38-011, 38-012, 38-013	Temporary use (including enabling works) for access to construct Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 14A/B	Works Nos. 13A/B
South Norfolk District Council	28-018, 34-008, 36-005	Temporary use (including storage) for facilitation of construction of Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 13A/B	Works Nos. 14A/B
South Norfolk District Council	39-027, 39-0364, 39-039, 39-040, 39-041, 39-042, 39-043, 40-001, 40-002, 40-003, 40-005, 40-006, 40-007, 40-008, 40-009, 40-010	Temporary use (including access and storage) to facilitate construction of Work Nos. 12A/B or 12C, 15A/B or 15C, 16A/B or 16C, 17A/B or 17C, 18A/B, 19A/B and 22A/B	Works Nos. 20A/B

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Marine Licence 1: Sheringham Shoal Extension Project Offshore  
Generation – Work Nos. 1A, 2A and 6A or 6C

PART 1

Licensed marine activities

**Interpretation**

1.—(1) In this marine licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“Annex 1 reef” means a reef of a type listed in Annex 1 to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this marine licence;

“authorised project” means Work Nos. 1A, 2A and 6A or 6C and the further associated development described in paragraph 3 of Part 1 of this marine licence or any part of that work or development;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” includes cables for the transmission of electricity and fibre-optic cables;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-array or export cables authorised by the Order and forming part of the authorised project together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised project from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this marine licence, and “commenced” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“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;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 38 (certification of documents and plans etc) of the Order;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B of the scenario 3 integrated onshore works operated DEL, 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“gravity base structure foundation” 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, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, temporary deposits and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“LAT” means lowest astronomical tide;

“land plans” means the plans certified as the land plans by the Secretary of State under article 38 of the Order;

“layout commitments” means the layout commitments contained within the navigation risk assessment at appendix 13.1 of the environmental statement;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this marine licence or any successor of that function and “MMO” must be construed accordingly;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

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

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

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, 8B to 22B and any other authorised development associated with those works; or

- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 20[ ];

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

“Order limits” means the limits shown on the works plans within which the authorised project may be carried out, whose grid coordinates are set out in paragraph 5 of Part 1 of this marine licence;

“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 under article 38 (certification of documents and plans, etc) of the Order;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 38 (certification of documents and plans, etc) 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 under article 38 (certification of documents and plans, etc) of the Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways:—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means:—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A, 1B to 14B, 18B to 22B; and

(b) construction of the scenario 3 integrated onshore works;

“scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means:—

(a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and

(b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means:—

(a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A and any authorised development associated with those works; or

(b) in the event of scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means:—

(a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or

(b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or

(c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“statutory historic body” means Historic England or its successor in function;

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

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

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

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“VHF” means very high frequency;

“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, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation and forming part of the authorised project;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order; and



“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order.

(2) In this marine licence, a reference to any statute, order, regulation or similar instrument is 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) In this marine licence, unless otherwise indicated—

- (a) all times are Greenwich Mean Time (“GMT”);
- (b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this marine licence Schedule are—

(a) Historic England

Brooklands  
24 Brooklands Avenue  
Cambridge  
CB2 8BU  
Tel: 01223 582749  
Email: eastofengland@historicengland.org.uk

(b) Marine Management Organisation

Marine Licensing Team  
Lancaster House  
Hampshire Court  
Newcastle upon Tyne  
NE4 7YH  
Email: marine.consents@marinemanagement.org.uk  
Tel: 0300 123 1032

(c) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Email: lowestoft@marinemanagement.org.uk  
Tel: 02080266094

(d) Marine Management Organisation

Marine Pollution Response Team  
Tel. (during office hours): 0300 200 2024,  
Tel. (outside office hours): 07770 977 825 or 0845 051 8486  
Email: dispersants@marinemanagement.org.uk

(e) Maritime and Coastguard Agency

UK Technical Services Navigation  
Spring Place  
105 Commercial Road  
Southampton

SO15 IEG

Tel: 020 3817 2554

Tel: 020 3817 2433

(f) Natural England

Foss House

Kings Pool

1-2 Peasholme Green

York

YO1 7PX

Tel: 0300 060 4911

(g) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900

(h) United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900

### **Details of licensed marine activities**

2. Subject to the conditions, this marine 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) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works or cable works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this marine licence during pre-construction, construction and operation;
- (e) site clearance and preparation works including debris, boulder clearance and the removal of out of service cables and static fishing equipment; and
- (f) the disposal of up to 322,327 cubic metres of inert material of natural origin within the Order limits produced during construction drilling or seabed preparation for foundation works and cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No. 1A*— in the event of scenario 1, scenario 2, scenario 3 or scenario 4, an offshore wind turbine generating station with a gross electrical output capacity of more than 100 megawatts comprising up to 23 wind turbine generators each fixed to the seabed by piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundations;

*Work No. 2A*—

- (a) in the event of scenario 1, scenario 2, scenario 3 or scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1A including cable protection and one or more cable crossings; and
- (b) in the event of scenario 1, scenario 2 or scenario 3, a network of subsea in-field cables between the wind turbine generators in Work No. 1A and the offshore substation platform in Work No. 3A including cable protection and one or more cable crossings; or
- (c) in the event of scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1A and the integrated offshore substation platform in Work No. 3C including cable protection and one or more cable crossings; and

*Work No. 6A*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 2A, 3A, 4A and 5A; or

*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 1B, 2A, 2B, 3C, 4C and 5C.

In connection with such Work Nos. 1A, 2A and 6A or 6C and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this marine 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 Nos. 1A and 2A and the disposal 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
- (d) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;
- (e) removal of static fishing equipment;
- (f) beacons, fenders and other navigational warning or ship impact protection works;
- (g) disposal of drill arisings in connection with any foundation drilling up to a total of 11,946 cubic metres; and
- (h) temporary deposit and removal of monitoring equipment.

**4.** The substances and objects authorised for deposit at sea are—

- (a) iron, steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

**5.** The grid coordinates for that part of the authorised project comprising Work Nos. 1A and 2A are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
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1	53° 5' 19,199" N	1° 15' 47,433" E
2	53° 5' 7,813" N	1° 15' 39,929" E
3	53° 5' 20,705" N	1° 14' 48,183" E
4	53° 5' 33,957" N	1° 13' 54,955" E
5	53° 5' 47,202" N	1° 13' 1,718" E
6	53° 5' 47,266" N	1° 13' 1,677" E
7	53° 5' 47,266" N	1° 13' 1,676" E
8	53° 5' 47,540" N	1° 13' 1,498" E
9	53° 5' 47,545" N	1° 13' 1,495" E
10	53° 5' 50,444" N	1° 12' 59,604" E
11	53° 5' 50,506" N	1° 12' 59,565" E
12	53° 6' 19,018" N	1° 12' 40,975" E
13	53° 6' 19,097" N	1° 12' 40,924" E
14	53° 6' 42,962" N	1° 12' 25,364" E
15	53° 6' 43,080" N	1° 12' 25,287" E
16	53° 7' 12,739" N	1° 12' 5,962" E
17	53° 7' 42,397" N	1° 11' 46,630" E
18	53° 7' 49,968" N	1° 11' 41,694" E
19	53° 8' 12,055" N	1° 11' 27,290" E
20	53° 8' 41,711" N	1° 11' 7,942" E
21	53° 8' 41,717" N	1° 11' 7,938" E
22	53° 8' 49,191" N	1° 11' 3,065" E
23	53° 8' 49,206" N	1° 11' 3,056" E
24	53° 8' 57,559" N	1° 10' 57,610" E
25	53° 8' 57,564" N	1° 10' 57,607" E
26	53° 8' 58,833" N	1° 10' 56,779" E
27	53° 8' 58,859" N	1° 10' 56,762" E
28	53° 9' 10,110" N	1° 10' 9,689" E
29	53° 9' 21,357" N	1° 9' 22,609" E
30	53° 9' 32,598" N	1° 8' 35,522" E
31	53° 9' 43,834" N	1° 7' 48,428" E
32	53° 9' 55,065" N	1° 7' 1,328" E
33	53° 10' 6,290" N	1° 6' 14,221" E
34	53° 10' 17,511" N	1° 5' 27,107" E
35	53° 10' 28,726" N	1° 4' 39,986" E
36	53° 10' 46,425" N	1° 3' 19,628" E
37	53° 11' 4,109" N	1° 1' 59,252" E
38	53° 11' 31,621" N	1° 2' 25,520" E
39	53° 11' 59,131" N	1° 2' 51,798" E
40	53° 12' 26,640" N	1° 3' 18,084" E
41	53° 12' 54,148" N	1° 3' 44,380" E
42	53° 13' 21,654" N	1° 4' 10,686" E
43	53° 13' 49,158" N	1° 4' 37,000" E
44	53° 14' 16,661" N	1° 5' 3,324" E
45	53° 14' 44,162" N	1° 5' 29,657" E
46	53° 14' 10,501" N	1° 6' 22,744" E
47	53° 13' 36,833" N	1° 7' 15,807" E
48	53° 13' 3,158" N	1° 8' 8,847" E
49	53° 12' 29,477" N	1° 9' 1,864" E
50	53° 11' 55,788" N	1° 9' 54,857" E

51	53° 11' 22,093" N	1° 10' 47,828" E
52	53° 10' 48,391" N	1° 11' 40,775" E
53	53° 10' 14,683" N	1° 12' 33,700" E
54	53° 7' 19,882" N	1° 17' 7,608" E
55	53° 6' 8,155" N	1° 16' 19,883" E

6. This marine licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) 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.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

9. Should the undertaker become aware that any of the information on which the granting of this licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information.

## PART 2

### Conditions

#### Design parameters

##### *Wind turbine generators*

1.—(1) Wind turbine generators forming part of the authorised project must not—

- (a) exceed a height of 330 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 300 metres;
- (c) be less than 1.05 kilometres from the nearest wind turbine generator in any direction; or
- (d) have a distance of less than 30 metres between the lowest point of the rotating blade of the wind turbine generator and HAT;
- (e) exceed 23 wind turbine generators in respect of the Sheringham Shoal Extension Project offshore works; or
- (f) exceed 30 wind turbine generators in respect of the Dudgeon Extension Project offshore works.

(2) The total rotor-swept area within Work No. 1A must not exceed 1.00 square kilometres.

(3) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

### *Wind turbine generator foundations*

2.—(1) Wind turbine generator foundations must be of one or more of the following foundation options: piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure.

(2) No wind turbine generator piled monopile or suction bucket monopile foundation may—

- (a) have a pile diameter exceeding 16 metres; or
- (b) employ a hammer energy during installation exceeding 5,500 kilojoules.

(3) No wind turbine generator gravity base structure foundation may—

- (a) have a seabed base plate exceeding 60 metres in diameter; or
- (b) have a gravel footing exceeding 62 metres in diameter.

(4) No wind turbine generator piled jacket or suction bucket jacket foundation may—

- (a) have more than four legs;
- (b) have more than four piles;
- (c) have a pile diameter exceeding four metres; or
- (d) employ a hammer energy during installation exceeding 3,000 kilojoules.

(5) Within Work No. 1A, the wind turbine generator foundations must not have:

- (a) a total combined seabed footprint (including scour protection) exceeding 483,491 square metres;
- (b) a total combined amount of scour protection exceeding 429,770 square metres; or
- (c) a total combined volume of scour protection exceeding 1,074,425 cubic metres.

### *Cables and cable crossings*

3.—(1) Within Work No. 2A, the in-field cables must not, in total—

- (a) exceed 36 in number;
- (b) exceed 90 kilometres in length;
- (c) exceed 0 cable crossings;
- (d) have cable protection (including cable crossings) exceeding 4,000 square metres in area; or
- (e) have cable protection (including cable crossings) exceeding 1,000 cubic metres in volume.

### **Scenarios and Phases of authorised project**

4.—(1) The authorised project must not be commenced until a notification has been submitted to the MMO as to whether the undertaker intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The notification required under sub-paragraph (1) must be submitted to the MMO prior to submission of the written scheme to be submitted for approval under sub-paragraph (3).

(3) The authorised project must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the authorised project has been submitted to and approved in writing by the MMO.

(4) Any subsequent amendments to the written scheme submitted for approval under sub-paragraphs (3) must be submitted to, and approved by, the MMO.

(5) The written scheme submitted for approval under sub-paragraphs (3) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (4).

## **Vessels under the undertaker's control**

5. The undertaker must issue to operators of vessels under the undertakers control operating within the Order limits a code of conduct to reduce risk of injury to marine mammals.

## **Extension of time periods**

6. Any time period given in this marine licence to either the undertaker or the MMO may be extended with the agreement of the other party, such agreement not to be unreasonably withheld or delayed.

## **Notifications and inspections**

7.—(1) The undertaker must ensure that—

- (a) a copy of this marine 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;
  - (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 marine licence and any subsequent amendments or revisions to it, those persons referred to in sub-paragraph (1)(a) must confirm receipt of this marine licence in writing to the MMO.

(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 marine 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 and 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).

(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 the construction and operation of the authorised project.

(6) The undertaker must inform the MMO Local 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 the completion of the licensed activity.

(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 of the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

- (a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
- (b) on completion of construction of all offshore activities,  
and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised project or any part thereof advising of the start date of each of Work Nos. 1A and 2A 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 undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (or otherwise agreed) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 13(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of:—

- (a) commencement of the licensed activities at least ten working days prior to commencement; and
- (b) completion (within 14 days) of the authorised project or any part thereof  
in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, 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 the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

### **Aids to navigation**

**8.**—(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and 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 commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project 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 project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 13(1)(g) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project 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 7(11) or condition 7(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of Structures**

**9.** Except as otherwise required by Trinity House, the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a



height as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

### **Aviation safety**

**10.**—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016<sup>(a)</sup> and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any wind turbine generators are to be installed;
- (c) the maximum height of any construction equipment or vessels to be used;
- (d) the maximum height of each wind turbine generator to be constructed;
- (e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO within 5 days.

### **Chemicals, drilling and debris**

**11.**—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 relating thereto and by the Protocol of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the 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 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this marine licence by submission of a disposal return 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.

(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 the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project 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 project is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

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(a) S.I. 2016/765.

(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 must 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 13(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**

12. If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

### **Pre-construction plans and documentation**

13.—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—

- (a) a plan prepared in accordance with the layout commitments setting out proposed details of the authorised project, including the:
  - (i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator, offshore platform and substation;
  - (ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, platform and substation;
  - (iii) proposed layout of all cables;
  - (iv) location and specification of all other aspects of the authorised project; and
  - (v) any exclusion zones or micro-siting requirements identified pursuant to 13(1)(e)(v) or relating to any benthic habitats of conservation, ecological or economic importance constituting Annex I reef habitats identified as part of surveys undertaken in accordance with condition 18to ensure conformity with the description of Work No. 1A and 2A and compliance with conditions 1 to 3;
- (b) a construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) which, save in respect information submitted pursuant to subparagraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and 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 conditions 18, 19 and 20 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO) —
    - (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; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- (iv) an indicative written construction programme for all wind turbine generators and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—
  - (i) cable specification, installation and monitoring to include—
    - (aa) the technical specification of cables below MHWS;
    - (bb) a detailed cable laying plan for the authorised project, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
    - (cc) proposals for monitoring cables including cable protection until the authorised project is decommissioned which includes a risk based approach to the management of unburied or shallow buried cables;
  - (ii) scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to subparagraph (1)(i);
  - (iv) advisory safe passing distances for vessels around construction sites;
  - (v) contractors;
  - (vi) vessels and vessel transit corridors;
  - (vii) associated ancillary works; and
  - (viii) guard vessels to be employed;
- (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 during construction and operation of the authorised project in relation to all activities carried out;
  - (ii) a chemical risk assessment, including 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 4 and to address the interaction of the licensed activities with fishing activities; and

- (vi) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red throated diver;
- (vii) a code of conduct for vessel operators to reduce risk of injury to mammals;
- (e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, 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 Archaeological Data Service, by submitting an 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 Historic England that the OASIS form has been submitted to the Archaeological Data Service 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;
- (f) an offshore operations and maintenance plan (in accordance with the outline offshore operations and maintenance plan), to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
- (g) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 8 from the commencement of construction of the authorised project to the completion of decommissioning;
- (h) in the event that driven or part-driven pile 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, following current best practice as advised by the relevant statutory nature conservation bodies, to be submitted to the MMO at least six months prior to commencement of licensed activities;
- (i) a mitigation scheme for any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats identified by the survey referred to in condition 18(4)(a) and in accordance with the offshore in principle monitoring plan;
- (j) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances to be submitted to the MMO at least six months prior to commencement of licensed activities; and
- (k) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised project.

(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 outline written scheme of investigation (which must accord with the details set out in the outline written scheme of investigation (offshore)) which has been submitted to and approved by the MMO.

### **Site Integrity Plan**

**14.**—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

**15.**—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 must be submitted in writing 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.

(2) The MMO must determine an application for approval made under conditions 13 and 14 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 13 and 14, unless otherwise agreed in writing by the MMO.

### **Offshore safety management**

**16.** No part of the authorised project 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 all MCA recommendations as appropriate to the authorised project contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

### **Reporting of engaged agents, contractors and vessels**

**17.**—(1) The undertaker must provide the following information in writing to the MMO—

- (a) the name, function, company number (if applicable), registered or head office address (as appropriate) 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 project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this marine licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

### **Pre-construction monitoring and surveys**

**18.**—(1) The undertaker must, in discharging condition 22(1)(b), submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and 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 or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) 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.

(4) 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) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;
- (b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 13(1)(j); and
- (d) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(h).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### **Construction monitoring and surveys**

**19.**—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, 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) 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.

(3) 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.

(4) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the reasonable 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.

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

### **Post-construction monitoring and surveys**

**20.—**(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) 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.

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake 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) undertake, within 12 months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of 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) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 13(1)(j);
- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring to the MMO, MCA and Trinity House; and
- (e) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(h).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO 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.

(5) Following installation of cables, the cable monitoring plan required under condition 13(1)(c) must be updated with the results of the post installation surveys. The plan must be implemented until the authorised scheme is decommissioned and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### **Reporting of scour and cable protection**

**21.**—(1) Not more than four months following completion of the construction of the authorised project, 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 project.

(2) The report must include the following information—

- (a) the location of cable protection and scour protection;
- (b) the volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

### **Completion of construction**

**22.**—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed turbine generators;
- (b) the installed wind turbine generator parameters;
- (c) as built plans;
- (d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore platform, substation and booster station, provided as Geographical Information System data referenced to WGS84 datum; and
- (e) latitude and longitude coordinates of the in-field cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this marine licence.

### **Sediment Sampling**

**23.**—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

- (a) or capital dredging, at least six months prior to the commencement of any capital dredging; or
- (b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

- (a) the volume of material to be dredged;
- (b) the location of the area to be dredged;
- (c) details of the material type proposed for dredging;



- (d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and
- (e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

### **Collaboration**

**24.**—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 13 and 14, the undertaker must provide a copy of the relevant plans and documentation to DEL to enable DEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 13 and 14 must be accompanied by any comments received by the undertaker from DEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

## **SCHEDULE 11**

Article 31

### **Marine Licence 2: Dudgeon Extension Project Offshore Generation – Work No. 1B, 2B and Work No. 6B or 6C**

#### **PART 1**

##### **Licensed marine activities**

### **Interpretation**

**1.**—(1) In this marine licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“Annex 1 reef” means a reef of a type listed in Annex 1 to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this marine licence;

“authorised project” means Work No. 1B, 2B and Work No. 6B or 6C and the further associated development described in paragraph 3 of Part 1 of this marine licence or any part of that work or development;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” includes cables for the transmission of electricity and fibre-optic cables;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-array or export cables authorised by the Order and forming part of the authorised project together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised project from physical damage and exposure due to loss of seabed sediment including, but not limited

to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this marine licence, and “commenced” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“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;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“gravity base structure foundation” 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, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, temporary deposits and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“LAT” means lowest astronomical tide;

“land plans” means the plans certified as the land plans by the Secretary of State under article 38 of the Order;

“layout commitments” means the layout commitments contained within the navigation risk assessment at appendix 13.1 of the environmental statement;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this marine licence or any successor of that function and “MMO” must be construed accordingly;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

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

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

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering

equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;

- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 20[ ];

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

“Order limits” means the limits shown on the works plans within which the authorised project may be carried out, whose grid coordinates are set out in paragraph 5 of Part 1 of this marine licence;

“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 under article 38 (certification of documents and plans, etc) of the Order;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 38 (certification of documents and plans, etc) 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 under article 38 (certification of documents and plans, etc) of the Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways:—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means:—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works;

“scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means:—

- (a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and
- (b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“statutory historic body” means Historic England or its successor in function;

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

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

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

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“VHF” means very high frequency;

“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, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation and forming part of the authorised project;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order; and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order.

(2) In this marine licence, a reference to any statute, order, regulation or similar instrument is 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) In this marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time (“GMT”);

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this marine licence are—

(a) Historic England

Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU

Tel: 01223 582749

Email: [eastofengland@historicengland.org.uk](mailto:eastofengland@historicengland.org.uk)

(b) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Email: [marine.consents@marinemanagement.org.uk](mailto:marine.consents@marinemanagement.org.uk)

Tel: 0300 123 1032

(c) Marine Management Organisation (local office)

Lowestoft Office

Pakefield Road

Lowestoft

Suffolk

NR33 OHT

Email: lowestoft@marinemanagement.org.uk

Tel: 02080266094

- (d) Marine Management Organisation  
Marine Pollution Response Team  
Tel. (during office hours): 0300 200 2024,  
Tel. (outside office hours): 07770 977 825 or 0845 051 8486  
Email: dispersants@marinemanagement.org.uk
- (e) Maritime and Coastguard Agency  
UK Technical Services Navigation  
Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2554
- (f) Natural England  
Foss House  
Kings Pool  
1-2 Peasholme Green  
York  
YO1 7PX  
Tel: 0300 060 4911
- (g) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900
- (h) United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900

### **Details of licensed marine activities**

2. Subject to the conditions this marine 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) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works or cable works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this marine licence during pre-construction, construction and operation;

- (e) site clearance and preparation works including debris, boulder clearance and the removal of out of service cables and static fishing equipment; and
- (f) the disposal of up to 595,050 cubic metres of inert material of natural origin within the Order limits produced during construction drilling or seabed preparation for foundation works and cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits seaward of MHWS.

**3.** Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No. 1B*— in the event of scenario 1, scenario 2, scenario 3 or scenario 4, an offshore wind turbine generating station with a gross electrical output capacity of more than 100 megawatts comprising up to 30 wind turbine generators located either all in DEP North or split between DEP North and DEP South each fixed to the seabed by piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundations;

*Work No. 2B*—

- (a) in the event of scenario 1, scenario 2, scenario 3 or scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1B including cable protection and one or more cable crossings; and
- (b) in the event of scenario 1, scenario 2 or scenario 3, a network of subsea in-field cables between the wind turbine generators in Work No. 1B and Work No. 3B including cable protection and one or more cable crossings.

*Work No. 6B*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B, 2B, 3B, 4B and 5B; or

*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 1B, 2A, 2B, 3C, 4C and 5C;

In connection with such Work No. 1B, 2B and 6B or 6C and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this marine 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. 1B and 2B and the disposal 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, and boulder clearance and pre-trenching;
- (d) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;
- (e) removal of static fishing equipment;
- (f) beacons, fenders and other navigational warning or ship impact protection works;
- (g) disposal of drill arisings in connection with any foundation drilling up to a total of 11,946 cubic metres; and
- (h) temporary deposit and removal of monitoring equipment.

**4.** The substances and objects authorised for deposit at sea are—

- (a) iron, steel, copper and aluminium;



- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised project comprising Work No. 1B and 2B are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
<b>DEP North</b>		
1	53° 21' 9,563" N	1° 15' 42,020" E
2	53° 21' 9,584" N	1° 16' 30,130" E
3	53° 21' 9,602" N	1° 17' 32,335" E
4	53° 20' 46,340" N	1° 18' 7,238" E
5	53° 20' 58,886" N	1° 18' 37,507" E
6	53° 21' 16,936" N	1° 18' 58,324" E
7	53° 21' 24,406" N	1° 19' 46,805" E
8	53° 21' 27,180" N	1° 20' 4,816" E
9	53° 21' 37,414" N	1° 21' 11,318" E
10	53° 21' 47,638" N	1° 22' 17,828" E
11	53° 21' 57,851" N	1° 23' 24,348" E
12	53° 21' 25,995" N	1° 23' 42,880" E
13	53° 20' 54,139" N	1° 24' 1,404" E
14	53° 20' 5,326" N	1° 24' 0,033" E
15	53° 19' 36,128" N	1° 24' 8,276" E
16	53° 19' 9,827" N	1° 24' 23,580" E
17	53° 18' 34,113" N	1° 25' 3,960" E
18	53° 18' 17,503" N	1° 25' 24,511" E
19	53° 18' 0,222" N	1° 25' 39,259" E
20	53° 17' 15,148" N	1° 26' 5,612" E
21	53° 17' 35,036" N	1° 25' 24,340" E
22	53° 17' 54,920" N	1° 24' 43,056" E
23	53° 18' 14,801" N	1° 24' 1,762" E
24	53° 18' 34,677" N	1° 23' 20,458" E
25	53° 18' 35,113" N	1° 22' 55,059" E
26	53° 18' 9,353" N	1° 22' 14,077" E
27	53° 18' 55,523" N	1° 20' 33,698" E
28	53° 18' 18,216" N	1° 19' 28,603" E
29	53° 18' 23,044" N	1° 19' 18,170" E
30	53° 16' 40,497" N	1° 19' 9,998" E
31	53° 17' 29,099" N	1° 18' 30,623" E
32	53° 18' 17,849" N	1° 17' 51,100" E
33	53° 18' 52,654" N	1° 17' 33,836" E
34	53° 19' 27,459" N	1° 17' 16,563" E
35	53° 19' 41,748" N	1° 17' 0,577" E
36	53° 20' 6,981" N	1° 16' 32,339" E
37	53° 20' 32,550" N	1° 15' 58,780" E

38	53° 20' 0,390" N	1° 14' 40,388" E
39	53° 19' 31,548" N	1° 13' 30,141" E
40	53° 19' 2,699" N	1° 12' 19,932" E
41	53° 19' 34,347" N	1° 11' 47,739" E
42	53° 20' 5,992" N	1° 11' 15,533" E
43	53° 20' 37,635" N	1° 10' 43,313" E
44	53° 21' 9,275" N	1° 10' 11,081" E
45	53° 21' 9,340" N	1° 11' 6,237" E
46	53° 21' 9,399" N	1° 12' 1,393" E
47	53° 21' 9,451" N	1° 12' 56,550" E
48	53° 21' 9,495" N	1° 13' 51,706" E
49	53° 21' 9,533" N	1° 14' 46,863" E

**DEP South**

50	53° 12' 13,889" N	1° 25' 43,653" E
51	53° 12' 35,764" N	1° 25' 45,404" E
52	53° 14' 5,405" N	1° 25' 52,576" E
53	53° 13' 44,764" N	1° 27' 26,148" E
54	53° 13' 21,538" N	1° 28' 1,214" E
55	53° 12' 58,309" N	1° 28' 36,270" E
56	53° 12' 35,077" N	1° 29' 11,315" E
57	53° 12' 11,842" N	1° 29' 46,349" E
58	53° 11' 48,603" N	1° 30' 21,373" E
59	53° 11' 25,362" N	1° 30' 56,387" E
60	53° 11' 2,118" N	1° 31' 31,390" E
61	53° 10' 38,872" N	1° 32' 6,382" E
62	53° 10' 16,470" N	1° 31' 10,439" E
63	53° 9' 54,062" N	1° 30' 14,512" E
64	53° 9' 31,646" N	1° 29' 18,602" E
65	53° 9' 9,223" N	1° 28' 22,708" E
66	53° 9' 18,541" N	1° 27' 23,002" E
67	53° 9' 42,205" N	1° 26' 28,216" E
68	53° 10' 5,861" N	1° 25' 33,413" E
69	53° 12' 11,085" N	1° 25' 43,428" E

6. This marine licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) 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.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the marine licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the

satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

9. Should the undertaker become aware that any of the information on which the granting of this licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information.

## PART 2

### Conditions

#### Design parameters

##### *Wind turbine generators*

- 1.—(1) Wind turbine generators forming part of the authorised project must not—
  - (a) exceed a height of 330 metres when measured from HAT to the tip of the vertical blade;
  - (b) exceed a rotor diameter of 300 metres;
  - (c) be less than 1.05 kilometres from the nearest wind turbine generator in any direction;
  - (d) have a distance of less than 30 metres between the lowest point of the rotating blade of the wind turbine generator and HAT;
  - (e) exceed 23 wind turbine generators in respect of the Sheringham Shoal Extension Project offshore works; or
  - (f) exceed 30 wind turbine generators in respect of the Dudgeon Extension Project offshore works.
- (2) The total rotor-swept area within Work No. 1B must not exceed 1.30 square kilometres.
- (3) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

##### *Wind turbine generator foundations*

- 2.—(1) Wind turbine generator foundations must be of one or more of the following foundation options: piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure.
  - (2) No wind turbine generator piled monopile or suction bucket monopile foundation may—
    - (a) have a pile diameter exceeding 16 metres; or
    - (b) employ a hammer energy during installation exceeding 5,500 kilojoules.
  - (3) No wind turbine generator gravity base structure foundation may—
    - (a) have a seabed base plate exceeding 60 metres in diameter; or
    - (b) have a gravel footing exceeding 62 metres in diameter.
  - (4) No wind turbine generator piled jacket or suction bucket jacket foundation may—
    - (a) have more than four legs;
    - (b) have more than four piles;
    - (c) have a pile diameter exceeding four metres; or
    - (d) employ a hammer energy during installation exceeding 3,000 kilojoules.
  - (5) Within Work No. 1B, the wind turbine generator foundations must not have:
    - (a) a total combined seabed footprint (including scour protection) exceeding 610,726 square metres;

- (b) a total combined amount of scour protection exceeding 542,867 square metres; or
- (c) a total combined volume of scour protection exceeding 1,357,168 cubic metres.

#### *Cables and cable crossings*

- 3.—(1) Within Work No. 2B, the in-field cables must not, in total—
- (a) exceed 54 in number;
  - (b) exceed 135 kilometres in length;
  - (c) exceed seven cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 4,000 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 1,000 cubic metres in volume.

#### **Scenarios and Phases of authorised project**

4.—(1) The authorised project must not be commenced until a notification has been submitted to the MMO as to whether the undertaker intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The notification required under sub-paragraph (1) must be submitted to the MMO prior to submission of the written scheme to be submitted for approval under sub-paragraph (3).

(3) The authorised project must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the authorised project has been submitted to and approved in writing by the MMO.

(4) Any subsequent amendments to the written scheme submitted for approval under sub-paragraphs (3) must be submitted to, and approved by, the MMO.

(5) The written scheme submitted for approval under sub-paragraphs (3) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (4).

#### **Vessels under the undertaker's control**

5. The undertaker must issue to operators of vessels under the undertakers control operating within the Order limits a code of conduct to reduce risk of injury to marine mammals.

#### **Extension of time periods**

6. Any time period given in this marine licence to either the undertaker or the MMO may be extended with the agreement of the other party, such agreement not to be unreasonably withheld or delayed.

#### **Notifications and inspections**

- 7.—(1) The undertaker must ensure that—
- (a) a copy of this marine 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;
    - (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 marine licence and any subsequent amendments or revisions to it, those persons referred to in sub-paragraph (1)(a) must confirm receipt of this marine licence in writing to the MMO.

(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 marine 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 and 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).

(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 the construction and operation of the authorised project.

(6) The undertaker must inform the MMO Local 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 the completion of the licensed activity.

(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 of the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

- (a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
- (b) on completion of construction of all offshore activities,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised project or any part thereof advising of the start date of each of Work Nos. 1B and 2B 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 undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (or otherwise agreed) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 13(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of :—

- (a) commencement of the licensed activities at least ten working days prior to commencement; and
- (b) completion (within 14 days) of the authorised project or any part thereof, in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, 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 the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the

Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

### **Aids to navigation**

**8.**—(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and 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 commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project 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 project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 13(1)(g) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project 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 7(11) or condition 7(12) are invoked the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of Structures**

**9.** Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

### **Aviation safety**

**10.**—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016 and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any wind turbine generators are to be installed;
- (c) the maximum height of any construction equipment or vessels to be used;
- (d) the maximum height of each wind turbine generator to be constructed;
- (e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO within 5 days.

## **Chemicals, drilling and debris**

**11.**—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 relating thereto and by the Protocol of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the 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 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this marine licence by submission of a disposal return 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.

(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 the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project 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 project is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(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 must 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 13(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**

**12.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

## **Pre-construction plans and documentation**

**13.**—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate —

- (a) a plan prepared in accordance with the layout commitments setting out proposed details of the authorised project, including the:
- (i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator, offshore platform and substation;
  - (ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, platform and substation;
  - (iii) proposed layout of all cables;
  - (iv) location and specification of all other aspects of the authorised project; and
  - (v) any exclusion zones or micro-siting requirements identified pursuant to 13(1)(e)(v) or relating to any benthic habitats of conservation, ecological or economic importance constituting Annex I reef habitats identified as part of surveys undertaken in accordance with condition 18;
- to ensure conformity with the description of Work No. 1B and 2B and compliance with conditions 1 to 3;
- (b) a construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) which, save in respect information submitted pursuant to subparagraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and 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 conditions 18, 19 and 20 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO):—
    - (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; and
    - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
  - (iv) an indicative written construction programme for all wind turbine generators and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—
- (i) cable specification, installation and monitoring to include—
    - (aa) the technical specification of cables below MHWS;
    - (bb) a detailed cable laying plan for the authorised project, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
    - (cc) proposals for monitoring cables including cable protection until the authorised project is decommissioned which includes a risk based approach to the management of unburied or shallow buried cables;



- (ii) scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to subparagraph (1)(i);
  - (iv) advisory safe passing distances for vessels around construction sites;
  - (v) contractors;
  - (vi) vessels and vessel transit corridors;
  - (vii) associated ancillary works; and
  - (viii) guard vessels to be employed;
- (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 during construction and operation of the authorised project in relation to all activities carried out;
  - (ii) a chemical risk assessment, including 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 4 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red throated diver;
  - (vii) a code of conduct for vessel operators to reduce risk of injury to mammals;
- (e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, 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 Archaeological Data Service, by submitting an 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 Historic England that the OASIS form has been submitted to the Archaeological Data Service 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;
- (f) an offshore operations and maintenance plan (in accordance with the outline offshore operations and maintenance plan), to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
- (g) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 8 from the commencement of construction of the authorised project to the completion of decommissioning;
- (h) in the event that driven or part-driven pile 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, following current best practice as advised by the relevant statutory nature conservation bodies, to be submitted to the MMO at least six months prior to commencement of licensed activities;
- (i) a mitigation scheme for any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats identified by the survey referred to in condition 18(4)(a) and in accordance with the offshore in principle monitoring plan;
- (j) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances to be submitted to the MMO at least six months prior to commencement of licensed activities; and
- (k) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised project.

(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 outline written scheme of investigation (which must accord with the details set out in the outline written scheme of investigation (offshore)) which has been submitted to and approved by the MMO.

### **Site Integrity Plan**

**14.—**(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

**15.**—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 must be submitted in writing 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.

(2) The MMO must determine an application for approval made under conditions 13 and 14 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 13 and 14, unless otherwise agreed in writing by the MMO.

### **Offshore safety management**

**16.** No part of the authorised project 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 all MCA recommendations as appropriate to the authorised project contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

### **Reporting of engaged agents, contractors and vessels**

**17.**—(1) The undertaker must provide the following information in writing to the MMO—

- (a) the name, function, company number (if applicable), registered or head office address (as appropriate) 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 project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this marine licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master’s name, vessel type, vessel IMO number and vessel owner or operating company

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

### **Pre-construction monitoring and surveys**

**18.**—(1) The undertaker must, in discharging condition 13(1)(b), submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and 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 or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) 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.

(4) 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) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;
- (b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 13(1)(j); and
- (d) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(h).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### **Construction monitoring and surveys**

**19.**—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, 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) 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.

(3) 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.

(4) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the reasonable 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.

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

## **Post-construction monitoring and surveys**

**20.**—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) 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.

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake 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) undertake, within 12 months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of 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) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 13(1)(j);
- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring to the MMO, MCA and Trinity House; and
- (e) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(h).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO 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.

(5) Following installation of cables, the cable monitoring plan required under condition 13(1)(c) must be updated with the results of the post installation surveys. The plan must be implemented until the authorised scheme is decommissioned and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

## **Reporting of scour and cable protection**

**21.**—(1) Not more than four months following completion of the construction of the authorised project, 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 project.

(2) The report must include the following information—

- (a) the location of cable protection and scour protection;
- (b) the volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

### **Completion of construction**

22.—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed turbine generators;
- (b) the installed wind turbine generator parameters;
- (c) as built plans;
- (d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore platform, substation and booster station, provided as Geographical Information System data referenced to WGS84 datum; and
- (e) latitude and longitude coordinates of the in-field cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this marine licence.

### **Sediment Sampling**

23.—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

- (a) or capital dredging, at least six months prior to the commencement of any capital dredging; or
- (b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

- (a) the volume of material to be dredged;
- (b) the location of the area to be dredged;
- (c) details of the material type proposed for dredging;
- (d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and
- (e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

### **Collaboration**

24.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 13 and 14, the undertaker must provide a copy of the relevant plans and documentation to SEL to enable SEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 13 and 14 must be accompanied by any comments received by the undertaker from SEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Marine Licence 3: Sheringham Shoal Extension Project Offshore  
Transmission – Work Nos. 3A to 7A or 3C to 7C

## PART 1

## Licensed marine activities

**Interpretation**

1.—(1) In this marine licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“Annex 1 reef” means a reef of a type listed in Annex 1 to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this marine licence;

“authorised project” means Work Nos. 3A to 7A (in the event of scenario 1, scenario 2 or scenario 3) or 3C to 5C, 6A and 7C (in the event of scenario 4) and the further associated development described in paragraph 3 of Part 1 of this marine licence or any part of those works or development;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” includes cables for the transmission of electricity and fibre-optic cables;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-array or export cables authorised by the Order and forming part of the authorised project together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised project from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this marine licence, and “commenced” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“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;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“gravity base structure foundation” 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, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“HAT” means highest astronomical tide;

“HDD” or “horizontal direction drilling” refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, temporary deposits and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;



“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“LAT” means lowest astronomical tide;

“land plans” means the plans certified as the land plans by the Secretary of State under article 38 of the Order;

“layout commitments” means the layout commitments contained within the navigation risk assessment at appendix 13.1 of the environmental statement;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this marine licence or any successor of that function and “MMO” shall be construed accordingly;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

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

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

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 20[ ];

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

“Order limits” means the limits shown on the works plans within which the authorised project may be carried out, whose grid coordinates are set out in paragraph 5 of Part 1 of this marine licence;

“outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan” means the document certified as the cable specification, installation and monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the 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 under article 38 (certification of documents and plans, etc) of the Order;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 38 (certification of documents and plans, etc) 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 under article 38 (certification of documents and plans, etc) of the Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways:—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means:—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A, 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works;

“scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means:—

- (a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and
- (b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means Work Nos. 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“statutory historic body” means Historic England or its successor in function;

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

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

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

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“VHF” means very high frequency;

“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, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include

J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order; and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order.

(2) In this marine licence, a reference to any statute, order, regulation or similar instrument is 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) In this marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time (“GMT”);

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this marine licence are—

(a) Historic England

Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU

Tel: 01223 582749

Email: [eastofengland@historicengland.org.uk](mailto:eastofengland@historicengland.org.uk)

(b) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Email: [marine.consents@marinemanagement.org.uk](mailto:marine.consents@marinemanagement.org.uk)

Tel: 0300 123 1032

(c) Marine Management Organisation (local office)

Lowestoft Office

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Email: [lowestoft@marinemanagement.org.uk](mailto:lowestoft@marinemanagement.org.uk)

Tel: 02080266094

(d) Marine Management Organisation

Marine Pollution Response Team

Tel. (during office hours): 0300 200 2024,

Tel. (outside office hours): 07770 977 825 or 0845 051 8486

Email: dispersants@marinemanagement.org.uk

- (e) Maritime and Coastguard Agency  
UK Technical Services Navigation  
Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2554
- (f) Natural England  
Foss House  
Kings Pool  
1-2 Peasholme Green  
York  
YO1 7PX  
Tel: 0300 060 4911
- (g) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900
- (h) United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900

### **Details of licensed marine activities**

2. Subject to the conditions this marine 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) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works or cable works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this marine licence during pre-construction, construction and operation;
- (e) site clearance and preparation works including debris, boulder clearance and the removal of out of service cables and static fishing equipment; and
- (f) the disposal of up to 145,325 cubic metres of inert material of natural origin within the Order limits produced during construction drilling or seabed preparation for foundation works and cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No. 3A*— in the event of scenario 1, scenario 2 or scenario 3, an offshore substation platform fixed to the seabed by either piled jacket, or suction bucket jacket foundations within the area shown on the works plans; or

*Work No. 3C*— in the event of scenario 4, an integrated offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4A*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 3A and Work No. 5A along routes within the area shown on the works plans including cable protection and one or more cable crossings; or

*Work No. 4C*— in the event of scenario 4—

- (a) interlink cables between DEP North and Work No. 3C and DEP South and Work No. 3C; and
- (b) HVAC subsea export cables between Work No. 3C and Work No. 5C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5A*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 4A and Work No. 7A along routes within the area shown on the works plans including cable protection and one or more cable crossings; or

*Work No. 5C*— in the event of scenario 4, HVAC subsea export cables between Work No. 4C and Work No. 7C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6A*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 2A, 3A, 4A and 5A; or

*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 1B, 2A, 2B, 3C, 4C and 5C;

*Work No. 7A*— in the event of scenario 1, scenario 2 or scenario 3, landfall connection works between Work No. 5A and Work No. 8A comprising of a cable circuit and ducts seaward of MHWS within the area shown on the works plans; or

*Work No. 7C*— in the event of scenario 4, landfall connection works between Work No. 5C and Work No. 8C comprising of up to two cable circuits and ducts seaward of MHWS within the area shown on the works plans;

In connection with such Work Nos. 3A to 7A or Work Nos. 3C to 7C and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this marine 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 Nos. 3A to 7A or 3C to 7C and the disposal 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) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;

- (e) removal of static fishing equipment;
- (f) beacons, fenders and other navigational warning or ship impact protection works;
- (g) disposal of drill arisings in connection with any foundation drilling up to a total of 425 cubic metres; and
- (h) temporary deposit and removal of monitoring equipment.

4. The substances and objects authorised for deposit at sea are—

- (a) iron, steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised project comprising Work Nos. 3A, 4A, 5A and 7A are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 57' 35,361" N	1° 10' 20,295" E
2	52° 56' 54,694" N	1° 9' 27,639" E
3	52° 56' 54,694" N	1° 9' 27,604" E
4	52° 56' 54,690" N	1° 9' 27,438" E
5	52° 56' 54,680" N	1° 9' 27,273" E
6	52° 56' 54,664" N	1° 9' 27,109" E
7	52° 56' 54,643" N	1° 9' 26,945" E
8	52° 56' 54,630" N	1° 9' 26,860" E
9	52° 56' 54,631" N	1° 9' 26,827" E
10	52° 56' 54,664" N	1° 9' 25,966" E
11	52° 56' 54,694" N	1° 9' 25,197" E
12	52° 56' 54,708" N	1° 9' 24,908" E
13	52° 56' 54,755" N	1° 9' 24,108" E
14	52° 56' 54,825" N	1° 9' 22,821" E
15	52° 56' 54,902" N	1° 9' 21,380" E
16	52° 56' 54,954" N	1° 9' 20,542" E
17	52° 56' 54,988" N	1° 9' 19,874" E
18	52° 56' 55,005" N	1° 9' 19,463" E
19	52° 56' 55,021" N	1° 9' 19,228" E
20	52° 56' 55,096" N	1° 9' 18,274" E
21	52° 56' 55,133" N	1° 9' 17,756" E
22	52° 56' 55,159" N	1° 9' 17,538" E
23	52° 56' 55,187" N	1° 9' 17,240" E
24	52° 56' 55,258" N	1° 9' 16,558" E
25	52° 56' 55,336" N	1° 9' 15,883" E
26	52° 56' 55,442" N	1° 9' 14,936" E
27	52° 56' 55,566" N	1° 9' 13,609" E
28	52° 56' 55,689" N	1° 9' 12,143" E
29	52° 56' 55,724" N	1° 9' 11,700" E
30	52° 56' 55,761" N	1° 9' 11,231" E

31	52° 56' 55,789" N	1° 9' 10,675" E
32	52° 56' 55,816" N	1° 9' 10,210" E
33	52° 56' 55,838" N	1° 9' 9,767" E
34	52° 56' 55,855" N	1° 9' 9,204" E
35	52° 56' 55,878" N	1° 9' 8,627" E
36	52° 56' 55,882" N	1° 9' 8,037" E
37	52° 56' 55,885" N	1° 9' 7,479" E
38	52° 56' 55,894" N	1° 9' 6,938" E
39	52° 56' 55,906" N	1° 9' 6,520" E
40	52° 56' 55,940" N	1° 9' 5,589" E
41	52° 56' 55,960" N	1° 9' 4,555" E
42	52° 56' 55,985" N	1° 9' 3,908" E
43	52° 56' 56,007" N	1° 9' 3,035" E
44	52° 56' 56,043" N	1° 9' 2,131" E
45	52° 56' 56,081" N	1° 9' 1,281" E
46	52° 56' 56,125" N	1° 9' 0,426" E
47	52° 56' 56,138" N	1° 9' 0,083" E
48	52° 56' 56,144" N	1° 9' 0,019" E
49	52° 56' 56,142" N	1° 8' 59,955" E
50	52° 56' 56,135" N	1° 8' 59,853" E
51	52° 56' 56,120" N	1° 8' 59,728" E
52	52° 56' 56,115" N	1° 8' 59,685" E
53	52° 56' 56,113" N	1° 8' 59,636" E
54	52° 56' 56,116" N	1° 8' 59,535" E
55	52° 56' 56,126" N	1° 8' 59,396" E
56	52° 56' 56,149" N	1° 8' 59,280" E
57	52° 56' 56,156" N	1° 8' 59,130" E
58	52° 56' 56,160" N	1° 8' 59,023" E
59	52° 56' 56,159" N	1° 8' 58,921" E
60	52° 56' 56,153" N	1° 8' 58,797" E
61	52° 56' 56,149" N	1° 8' 58,711" E
62	52° 56' 56,158" N	1° 8' 58,620" E
63	52° 56' 56,166" N	1° 8' 58,567" E
64	52° 56' 56,177" N	1° 8' 58,514" E
65	52° 56' 56,199" N	1° 8' 58,436" E
66	52° 56' 56,210" N	1° 8' 58,388" E
67	52° 56' 56,221" N	1° 8' 58,336" E
68	52° 56' 56,229" N	1° 8' 58,283" E
69	52° 56' 56,234" N	1° 8' 58,224" E
70	52° 56' 56,236" N	1° 8' 58,154" E
71	52° 56' 56,232" N	1° 8' 58,084" E
72	52° 56' 56,213" N	1° 8' 57,949" E
73	52° 56' 56,196" N	1° 8' 57,851" E
74	52° 56' 56,191" N	1° 8' 57,792" E
75	52° 56' 56,190" N	1° 8' 57,727" E
76	52° 56' 56,192" N	1° 8' 57,652" E
77	52° 56' 56,200" N	1° 8' 57,578" E
78	52° 56' 56,212" N	1° 8' 57,482" E
79	52° 56' 56,230" N	1° 8' 57,392" E
80	52° 56' 56,244" N	1° 8' 57,351" E



81	52° 56' 56,255" N	1° 8' 57,303" E
82	52° 56' 56,267" N	1° 8' 57,218" E
83	52° 56' 56,273" N	1° 8' 57,122" E
84	52° 56' 56,271" N	1° 8' 56,950" E
85	52° 56' 56,256" N	1° 8' 56,751" E
86	52° 56' 56,247" N	1° 8' 56,601" E
87	52° 56' 56,242" N	1° 8' 56,536" E
88	52° 56' 56,244" N	1° 8' 56,472" E
89	52° 56' 56,260" N	1° 8' 56,361" E
90	52° 56' 56,274" N	1° 8' 56,303" E
91	52° 56' 56,285" N	1° 8' 56,239" E
92	52° 56' 56,307" N	1° 8' 56,021" E
93	52° 56' 56,320" N	1° 8' 55,647" E
94	52° 56' 56,327" N	1° 8' 55,080" E
95	52° 56' 56,337" N	1° 8' 54,834" E
96	52° 56' 56,357" N	1° 8' 54,434" E
97	52° 56' 56,378" N	1° 8' 53,980" E
98	52° 56' 56,405" N	1° 8' 53,527" E
99	52° 56' 56,442" N	1° 8' 52,977" E
100	52° 56' 56,474" N	1° 8' 52,583" E
101	52° 56' 56,485" N	1° 8' 52,402" E
102	52° 56' 56,493" N	1° 8' 52,215" E
103	52° 56' 56,496" N	1° 8' 52,018" E
104	52° 56' 56,571" N	1° 8' 50,912" E
105	52° 56' 56,607" N	1° 8' 50,422" E
106	52° 56' 56,644" N	1° 8' 49,931" E
107	52° 56' 56,682" N	1° 8' 49,441" E
108	52° 56' 56,719" N	1° 8' 48,951" E
109	52° 56' 56,755" N	1° 8' 48,460" E
110	52° 56' 56,778" N	1° 8' 48,023" E
111	52° 56' 56,793" N	1° 8' 47,584" E
112	52° 56' 56,804" N	1° 8' 47,144" E
113	52° 56' 56,821" N	1° 8' 46,705" E
114	52° 56' 56,849" N	1° 8' 46,269" E
115	52° 56' 57,031" N	1° 8' 44,094" E
116	52° 56' 57,117" N	1° 8' 43,069" E
117	52° 56' 57,183" N	1° 8' 42,274" E
118	52° 56' 57,208" N	1° 8' 42,038" E
119	52° 56' 57,216" N	1° 8' 41,942" E
120	52° 56' 57,222" N	1° 8' 41,846" E
121	52° 56' 57,222" N	1° 8' 41,826" E
122	52° 56' 57,242" N	1° 8' 41,608" E
123	52° 56' 57,243" N	1° 8' 41,601" E
124	52° 56' 57,276" N	1° 8' 41,405" E
125	52° 56' 57,304" N	1° 8' 41,209" E
126	52° 56' 57,335" N	1° 8' 40,949" E
127	52° 56' 57,367" N	1° 8' 40,652" E
128	52° 56' 57,390" N	1° 8' 40,348" E
129	52° 56' 57,409" N	1° 8' 40,076" E
130	52° 56' 57,426" N	1° 8' 39,917" E

131	52° 56' 57,434" N	1° 8' 39,811" E
132	52° 56' 57,442" N	1° 8' 39,576" E
133	52° 56' 57,443" N	1° 8' 39,487" E
134	52° 56' 57,471" N	1° 8' 39,155" E
135	52° 56' 57,517" N	1° 8' 38,578" E
136	52° 56' 57,560" N	1° 8' 37,999" E
137	52° 56' 57,601" N	1° 8' 37,421" E
138	52° 56' 57,628" N	1° 8' 36,995" E
139	52° 56' 57,651" N	1° 8' 36,569" E
140	52° 56' 57,673" N	1° 8' 36,143" E
141	52° 56' 57,696" N	1° 8' 35,716" E
142	52° 56' 57,723" N	1° 8' 35,291" E
143	52° 56' 57,756" N	1° 8' 34,877" E
144	52° 56' 57,791" N	1° 8' 34,520" E
145	52° 56' 57,805" N	1° 8' 34,405" E
146	52° 56' 57,833" N	1° 8' 34,187" E
147	52° 56' 57,854" N	1° 8' 33,996" E
148	52° 56' 57,876" N	1° 8' 33,767" E
149	52° 56' 57,909" N	1° 8' 33,475" E
150	52° 56' 57,937" N	1° 8' 33,262" E
151	52° 56' 57,958" N	1° 8' 33,060" E
152	52° 56' 57,974" N	1° 8' 32,825" E
153	52° 56' 57,988" N	1° 8' 32,547" E
154	52° 56' 57,996" N	1° 8' 32,371 E
155	52° 56' 58,009" N	1° 8' 32,099" E
156	52° 56' 58,026" N	1° 8' 31,698" E
157	52° 56' 58,053" N	1° 8' 31,164" E
158	52° 56' 58,091" N	1° 8' 30,706" E
159	52° 56' 58,128" N	1° 8' 30,178" E
160	52° 56' 58,173" N	1° 8' 29,592" E
161	52° 56' 58,219" N	1° 8' 29,048" E
162	52° 56' 58,278" N	1° 8' 28,431" E
163	52° 56' 58,343" N	1° 8' 27,669" E
164	52° 56' 58,359" N	1° 8' 27,381" E
165	52° 56' 58,372" N	1° 8' 27,216" E
166	52° 56' 58,390" N	1° 8' 26,964" E
167	52° 56' 58,392" N	1° 8' 26,912" E
168	52° 56' 58,403" N	1° 8' 26,797" E
169	52° 56' 58,398" N	1° 8' 26,780" E
170	52° 56' 57,591" N	1° 8' 23,453" E
171	52° 56' 57,607" N	1° 8' 23,312" E
172	52° 56' 57,696" N	1° 8' 22,616" E
173	52° 56' 57,819" N	1° 8' 21,510" E
174	52° 56' 58,021" N	1° 8' 19,543" E
175	52° 56' 58,156" N	1° 8' 18,267" E
176	52° 56' 58,293" N	1° 8' 16,991" E
177	52° 56' 58,371" N	1° 8' 16,290" E
178	52° 56' 58,452" N	1° 8' 15,590" E
179	52° 56' 58,533" N	1° 8' 14,889" E
180	52° 56' 58,611" N	1° 8' 14,188" E

181	52° 56' 58,684" N	1° 8' 13,438" E
182	52° 56' 58,747" N	1° 8' 12,686" E
183	52° 56' 58,808" N	1° 8' 11,957" E
184	52° 56' 58,817" N	1° 8' 11,966" E
185	52° 56' 58,840" N	1° 8' 11,992" E
186	52° 56' 59,726" N	1° 8' 12,960" E
187	52° 57' 0,102" N	1° 8' 13,371" E
188	52° 57' 8,134" N	1° 8' 22,147" E
189	52° 57' 14,357" N	1° 8' 25,824" E
190	52° 57' 22,662" N	1° 8' 28,252" E
191	52° 57' 40,113" N	1° 8' 33,188" E
192	52° 57' 42,426" N	1° 8' 35,383" E
193	52° 57' 52,102" N	1° 8' 56,636" E
194	52° 58' 16,245" N	1° 10' 2,679" E
195	52° 58' 41,839" N	1° 10' 38,668" E
196	52° 59' 7,430" N	1° 11' 14,669" E
197	52° 59' 42,249" N	1° 12' 2,219" E
198	53° 0' 17,064" N	1° 12' 49,789" E
199	53° 0' 35,405" N	1° 13' 4,931" E
200	53° 0' 57,553" N	1° 13' 25,221" E
201	53° 1' 22,451" N	1° 13' 58,051" E
202	53° 1' 27,774" N	1° 14' 5,055" E
203	53° 1' 30,435" N	1° 14' 8,557" E
204	53° 1' 31,101" N	1° 14' 9,432" E
205	53° 1' 31,267" N	1° 14' 9,651" E
206	53° 1' 31,350" N	1° 14' 9,760" E
207	53° 1' 31,433" N	1° 14' 9,870" E
208	53° 1' 31,766" N	1° 14' 10,308" E
209	53° 1' 33,097" N	1° 14' 12,058" E
210	53° 1' 43,742" N	1° 14' 26,066" E
211	53° 1' 54,320" N	1° 14' 36,758" E
212	53° 1' 59,354" N	1° 14' 39,959" E
213	53° 1' 59,983" N	1° 14' 40,359" E
214	53° 2' 0,613" N	1° 14' 40,760" E
215	53° 2' 1,871" N	1° 14' 41,560" E
216	53° 2' 4,388" N	1° 14' 43,161" E
217	53° 2' 14,457" N	1° 14' 49,564" E
218	53° 3' 4,871" N	1° 15' 12,274" E
219	53° 4' 0,089" N	1° 15' 35,690" E
220	53° 4' 23,250" N	1° 15' 46,786" E
221	53° 5' 0,996" N	1° 15' 11,113" E
222	53° 5' 20,705" N	1° 14' 48,183" E
223	53° 5' 33,957" N	1° 13' 54,955" E
224	53° 5' 47,202" N	1° 13' 1,718" E
225	53° 5' 47,266" N	1° 13' 1,677" E
226	53° 5' 47,266" N	1° 13' 1,676" E
227	53° 5' 47,540" N	1° 13' 1,498" E
228	53° 5' 47,545" N	1° 13' 1,495" E
229	53° 5' 50,444" N	1° 12' 59,604" E
230	53° 5' 50,506" N	1° 12' 59,565" E

231	53° 6' 19,018" N	1° 12' 40,975" E
232	53° 6' 19,097" N	1° 12' 40,924" E
233	53° 6' 42,962" N	1° 12' 25,364" E
234	53° 6' 43,080" N	1° 12' 25,287" E
235	53° 7' 12,739" N	1° 12' 5,962" E
236	53° 7' 42,397" N	1° 11' 46,630" E
237	53° 7' 49,968" N	1° 11' 41,694" E
238	53° 8' 12,055" N	1° 11' 27,290" E
239	53° 8' 41,711" N	1° 11' 7,942" E
240	53° 8' 41,717" N	1° 11' 7,938" E
241	53° 8' 49,191" N	1° 11' 3,065" E
242	53° 8' 49,206" N	1° 11' 3,056" E
243	53° 8' 57,559" N	1° 10' 57,610" E
244	53° 8' 57,564" N	1° 10' 57,607" E
245	53° 8' 58,833" N	1° 10' 56,779" E
246	53° 8' 58,859" N	1° 10' 56,762" E
247	53° 9' 10,110" N	1° 10' 9,689" E
248	53° 9' 21,357" N	1° 9' 22,609" E
249	53° 9' 32,598" N	1° 8' 35,522" E
250	53° 9' 43,834" N	1° 7' 48,428" E
251	53° 9' 55,065" N	1° 7' 1,328" E
252	53° 10' 6,290" N	1° 6' 14,221" E
253	53° 10' 17,511" N	1° 5' 27,107" E
254	53° 10' 28,726" N	1° 4' 39,986" E
255	53° 10' 46,425" N	1° 3' 19,628" E
256	53° 11' 4,109" N	1° 1' 59,252" E
257	53° 11' 31,621" N	1° 2' 25,520" E
258	53° 11' 59,131" N	1° 2' 51,798" E
259	53° 12' 26,640" N	1° 3' 18,084" E
260	53° 12' 54,148" N	1° 3' 44,380" E
261	53° 13' 21,654" N	1° 4' 10,686" E
262	53° 13' 49,158" N	1° 4' 37,000" E
263	53° 14' 16,661" N	1° 5' 3,324" E
264	53° 14' 44,162" N	1° 5' 29,657" E
265	53° 14' 10,501" N	1° 6' 22,744" E
266	53° 13' 36,833" N	1° 7' 15,807" E
267	53° 13' 3,158" N	1° 8' 8,847" E
268	53° 12' 29,477" N	1° 9' 1,864" E
269	53° 11' 55,788" N	1° 9' 54,857" E
270	53° 11' 22,093" N	1° 10' 47,828" E
271	53° 10' 48,391" N	1° 11' 40,775" E
272	53° 10' 14,683" N	1° 12' 33,700" E
273	53° 7' 19,882" N	1° 17' 7,608" E
274	53° 7' 12,187" N	1° 18' 5,637" E
275	53° 6' 40,142" N	1° 17' 46,074" E
276	53° 6' 8,096" N	1° 17' 26,519" E
277	53° 5' 53,359" N	1° 17' 17,530" E
278	53° 5' 36,048" N	1° 17' 6,972" E
279	53° 5' 4,000" N	1° 16' 47,433" E
280	53° 5' 3,998" N	1° 16' 47,439" E

281	53° 4' 48,834" N	1° 16' 40,042 E
282	53° 4' 23,756" N	1° 16' 27,812" E
283	53° 3' 39,216" N	1° 16' 5,715" E
284	53° 3' 4,285" N	1° 15' 45,012" E
285	53° 2' 42,819" N	1° 15' 34,383" E
286	53° 2' 18,678" N	1° 15' 22,981" E
287	53° 2' 4,608" N	1° 15' 14,913" E
288	53° 2' 1,090" N	1° 15' 12,896" E
289	53° 2' 0,211" N	1° 15' 12,392" E
290	53° 1' 59,991" N	1° 15' 12,266" E
291	53° 1' 59,771" N	1° 15' 12,140" E
292	53° 1' 59,331" N	1° 15' 11,888" E
293	53° 1' 57,573" N	1° 15' 10,880" E
294	53° 1' 50,538" N	1° 15' 6,846" E
295	53° 1' 36,320" N	1° 15' 7,829" E
296	53° 1' 32,765" N	1° 15' 8,074" E
297	53° 1' 31,876" N	1° 15' 8,136" E
298	53° 1' 31,432" N	1° 15' 8,167" E
299	53° 1' 31,321" N	1° 15' 8,174" E
300	53° 1' 31,210" N	1° 15' 8,182" E
301	53° 1' 30,988" N	1° 15' 8,197" E
302	53° 1' 29,210" N	1° 15' 8,320" E
303	53° 1' 22,101" N	1° 15' 8,812" E
304	53° 1' 9,264" N	1° 14' 55,002" E
305	53° 0' 53,523" N	1° 14' 34,350" E
306	53° 0' 37,631" N	1° 14' 15,360" E
307	53° 0' 19,626" N	1° 13' 59,138" E
308	53° 0' 4,888" N	1° 13' 45,462" E
309	52° 59' 45,135" N	1° 13' 20,396" E
310	52° 59' 8,327" N	1° 12' 31,064" E
311	52° 58' 31,514" N	1° 11' 41,754" E
312	52° 58' 3,439" N	1° 11' 1,017" E

6. The grid coordinates for that part of the authorised project comprising Work Nos. 3C, 4C, 5C, and 7C are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 10' 33,834" N	1° 13' 37,234" E
2	53° 9' 56,800" N	1° 14' 32,527" E
3	53° 10' 15,091" N	1° 15' 51,276" E
4	53° 10' 33,368" N	1° 17' 10,043" E
5	53° 10' 51,630" N	1° 18' 28,829" E
6	53° 11' 9,878" N	1° 19' 47,634" E
7	53° 11' 28,112" N	1° 21' 6,458" E
8	53° 11' 46,331" N	1° 22' 25,301" E
9	53° 12' 4,536" N	1° 23' 44,163" E
10	53° 12' 22,727" N	1° 25' 3,043" E
11	53° 12' 35,764" N	1° 25' 45,404" E
12	53° 12' 13,889" N	1° 25' 43,653" E
13	53° 12' 10,720" N	1° 25' 29,896" E
14	53° 11' 51,377" N	1° 24' 6,228" E

15	53° 11' 32,018" N	1° 22' 42,581" E
16	53° 11' 12,643" N	1° 21' 18,956" E
17	53° 10' 53,251" N	1° 19' 55,352" E
18	53° 10' 33,844" N	1° 18' 31,769" E
19	53° 10' 14,420" N	1° 17' 8,207" E
20	53° 9' 54,980" N	1° 15' 44,667" E
21	53° 9' 35,524" N	1° 14' 21,148" E
22	53° 9' 4,437" N	1° 15' 9,684" E
23	53° 8' 33,344" N	1° 15' 58,201" E
24	53° 8' 2,245" N	1° 16' 46,699" E
25	53° 7' 31,141" N	1° 17' 35,177" E
26	53° 7' 12,187" N	1° 18' 5,637" E
27	53° 6' 40,142" N	1° 17' 46,074" E
28	53° 6' 8,096" N	1° 17' 26,519" E
29	53° 5' 53,359" N	1° 17' 17,530" E
30	53° 5' 36,048" N	1° 17' 6,972" E
31	53° 5' 4,000" N	1° 16' 47,433" E
32	53° 5' 3,998" N	1° 16' 47,439" E
33	53° 4' 48,834" N	1° 16' 40,042" E
34	53° 4' 23,756" N	1° 16' 27,812" E
35	53° 3' 39,216" N	1° 16' 5,715" E
36	53° 3' 4,285" N	1° 15' 45,012" E
37	53° 2' 42,819" N	1° 15' 34,383" E
38	53° 2' 18,678" N	1° 15' 22,981" E
39	53° 2' 4,608" N	1° 15' 14,913" E
40	53° 2' 1,090" N	1° 15' 12,896" E
41	53° 2' 0,211" N	1° 15' 12,392" E
42	53° 1' 59,991" N	1° 15' 12,266" E
43	53° 1' 59,771" N	1° 15' 12,140" E
44	53° 1' 59,331" N	1° 15' 11,888" E
45	53° 1' 57,573" N	1° 15' 10,880" E
46	53° 1' 50,538" N	1° 15' 6,846" E
47	53° 1' 36,320" N	1° 15' 7,829" E
48	53° 1' 32,765" N	1° 15' 8,074" E
49	53° 1' 31,876" N	1° 15' 8,136" E
50	53° 1' 31,432" N	1° 15' 8,167" E
51	53° 1' 31,321" N	1° 15' 8,174" E
52	53° 1' 31,210" N	1° 15' 8,182" E
53	53° 1' 30,988" N	1° 15' 8,197" E
54	53° 1' 29,210" N	1° 15' 8,320" E
55	53° 1' 22,101" N	1° 15' 8,812" E
56	53° 1' 9,264" N	1° 14' 55,002" E
57	53° 0' 53,523" N	1° 14' 34,350" E
58	53° 0' 37,631" N	1° 14' 15,360" E
59	53° 0' 19,626" N	1° 13' 59,138" E
60	53° 0' 4,888" N	1° 13' 45,462" E
61	52° 59' 45,135" N	1° 13' 20,396" E
62	52° 59' 8,327" N	1° 12' 31,064" E
63	52° 58' 31,514" N	1° 11' 41,754" E
64	52° 58' 3,439" N	1° 11' 1,017" E

65	52° 57' 35,361" N	1° 10' 20,295" E
66	52° 56' 54,694" N	1° 9' 27,639" E
67	52° 56' 54,694" N	1° 9' 27,604" E
68	52° 56' 54,690" N	1° 9' 27,438" E
69	52° 56' 54,680" N	1° 9' 27,273" E
70	52° 56' 54,664" N	1° 9' 27,109" E
71	52° 56' 54,643" N	1° 9' 26,945" E
72	52° 56' 54,630" N	1° 9' 26,860" E
73	52° 56' 54,631" N	1° 9' 26,827" E
74	52° 56' 54,664" N	1° 9' 25,966" E
75	52° 56' 54,694" N	1° 9' 25,197" E
76	52° 56' 54,708" N	1° 9' 24,908" E
77	52° 56' 54,755" N	1° 9' 24,108" E
78	52° 56' 54,825" N	1° 9' 22,821" E
79	52° 56' 54,902" N	1° 9' 21,380" E
80	52° 56' 54,954" N	1° 9' 20,542" E
81	52° 56' 54,988" N	1° 9' 19,874" E
82	52° 56' 55,005" N	1° 9' 19,463" E
83	52° 56' 55,021" N	1° 9' 19,228" E
84	52° 56' 55,096" N	1° 9' 18,274" E
85	52° 56' 55,133" N	1° 9' 17,756" E
86	52° 56' 55,159" N	1° 9' 17,538" E
87	52° 56' 55,187" N	1° 9' 17,240" E
88	52° 56' 55,258" N	1° 9' 16,558" E
89	52° 56' 55,336" N	1° 9' 15,883" E
90	52° 56' 55,442" N	1° 9' 14,936" E
91	52° 56' 55,566" N	1° 9' 13,609" E
92	52° 56' 55,689" N	1° 9' 12,143" E
93	52° 56' 55,724" N	1° 9' 11,700" E
94	52° 56' 55,761" N	1° 9' 11,231" E
95	52° 56' 55,789" N	1° 9' 10,675" E
96	52° 56' 55,816" N	1° 9' 10,210" E
97	52° 56' 55,838" N	1° 9' 9,767" E
98	52° 56' 55,855" N	1° 9' 9,204" E
99	52° 56' 55,878" N	1° 9' 8,627" E
100	52° 56' 55,882" N	1° 9' 8,037" E
101	52° 56' 55,885" N	1° 9' 7,479" E
102	52° 56' 55,894" N	1° 9' 6,938" E
103	52° 56' 55,906" N	1° 9' 6,520" E
104	52° 56' 55,940" N	1° 9' 5,589" E
105	52° 56' 55,960" N	1° 9' 4,555" E
106	52° 56' 55,985" N	1° 9' 3,908" E
107	52° 56' 56,007" N	1° 9' 3,035" E
108	52° 56' 56,043" N	1° 9' 2,131" E
109	52° 56' 56,081" N	1° 9' 1,281" E
110	52° 56' 56,125" N	1° 9' 0,426" E
111	52° 56' 56,138" N	1° 9' 0,083" E
112	52° 56' 56,144" N	1° 9' 0,019" E
113	52° 56' 56,142" N	1° 8' 59,955" E
114	52° 56' 56,135" N	1° 8' 59,853" E

115	52° 56' 56,120" N	1° 8' 59,728" E
116	52° 56' 56,115" N	1° 8' 59,685" E
117	52° 56' 56,113" N	1° 8' 59,636" E
118	52° 56' 56,116" N	1° 8' 59,535" E
119	52° 56' 56,126" N	1° 8' 59,396" E
120	52° 56' 56,149" N	1° 8' 59,280" E
121	52° 56' 56,156" N	1° 8' 59,130" E
122	52° 56' 56,160" N	1° 8' 59,023" E
123	52° 56' 56,159" N	1° 8' 58,921" E
124	52° 56' 56,153" N	1° 8' 58,797" E
125	52° 56' 56,149" N	1° 8' 58,711" E
126	52° 56' 56,158" N	1° 8' 58,620" E
127	52° 56' 56,166" N	1° 8' 58,567" E
128	52° 56' 56,177" N	1° 8' 58,514" E
129	52° 56' 56,199" N	1° 8' 58,436" E
130	52° 56' 56,210" N	1° 8' 58,388" E
131	52° 56' 56,221" N	1° 8' 58,336" E
132	52° 56' 56,229" N	1° 8' 58,283" E
133	52° 56' 56,234" N	1° 8' 58,224" E
134	52° 56' 56,236" N	1° 8' 58,154" E
135	52° 56' 56,232" N	1° 8' 58,084" E
136	52° 56' 56,213" N	1° 8' 57,949" E
137	52° 56' 56,196" N	1° 8' 57,851" E
138	52° 56' 56,191" N	1° 8' 57,792" E
139	52° 56' 56,190" N	1° 8' 57,727" E
140	52° 56' 56,192" N	1° 8' 57,652" E
141	52° 56' 56,200" N	1° 8' 57,578" E
142	52° 56' 56,212" N	1° 8' 57,482" E
143	52° 56' 56,230" N	1° 8' 57,392" E
144	52° 56' 56,244" N	1° 8' 57,351" E
145	52° 56' 56,255" N	1° 8' 57,303" E
146	52° 56' 56,267" N	1° 8' 57,218" E
147	52° 56' 56,273" N	1° 8' 57,122" E
148	52° 56' 56,271" N	1° 8' 56,950" E
149	52° 56' 56,256" N	1° 8' 56,751" E
150	52° 56' 56,247" N	1° 8' 56,601" E
151	52° 56' 56,242" N	1° 8' 56,536" E
152	52° 56' 56,244" N	1° 8' 56,472" E
153	52° 56' 56,260" N	1° 8' 56,361" E
154	52° 56' 56,274" N	1° 8' 56,303" E
155	52° 56' 56,285" N	1° 8' 56,239" E
156	52° 56' 56,307" N	1° 8' 56,021" E
157	52° 56' 56,320" N	1° 8' 55,647" E
158	52° 56' 56,327" N	1° 8' 55,080" E
159	52° 56' 56,337" N	1° 8' 54,834" E
160	52° 56' 56,357" N	1° 8' 54,434" E
161	52° 56' 56,378" N	1° 8' 53,980" E
162	52° 56' 56,405" N	1° 8' 53,527" E
163	52° 56' 56,442" N	1° 8' 52,977" E
164	52° 56' 56,474" N	1° 8' 52,583" E



165	52° 56' 56,485" N	1° 8' 52,402" E
166	52° 56' 56,493" N	1° 8' 52,215" E
167	52° 56' 56,496" N	1° 8' 52,018" E
168	52° 56' 56,571" N	1° 8' 50,912" E
169	52° 56' 56,607" N	1° 8' 50,422" E
170	52° 56' 56,644" N	1° 8' 49,931" E
171	52° 56' 56,682" N	1° 8' 49,441" E
172	52° 56' 56,719" N	1° 8' 48,951" E
173	52° 56' 56,755" N	1° 8' 48,460" E
174	52° 56' 56,778" N	1° 8' 48,023" E
175	52° 56' 56,793" N	1° 8' 47,584" E
176	52° 56' 56,804" N	1° 8' 47,144" E
177	52° 56' 56,821" N	1° 8' 46,705" E
178	52° 56' 56,849" N	1° 8' 46,269" E
179	52° 56' 57,031" N	1° 8' 44,094" E
180	52° 56' 57,117" N	1° 8' 43,069" E
181	52° 56' 57,183" N	1° 8' 42,274" E
182	52° 56' 57,208" N	1° 8' 42,038" E
183	52° 56' 57,216" N	1° 8' 41,942" E
184	52° 56' 57,222" N	1° 8' 41,846" E
185	52° 56' 57,222" N	1° 8' 41,826" E
186	52° 56' 57,242" N	1° 8' 41,608" E
187	52° 56' 57,243" N	1° 8' 41,601" E
188	52° 56' 57,276" N	1° 8' 41,405" E
189	52° 56' 57,304" N	1° 8' 41,209" E
190	52° 56' 57,335" N	1° 8' 40,949" E
191	52° 56' 57,367" N	1° 8' 40,652" E
192	52° 56' 57,390" N	1° 8' 40,348" E
193	52° 56' 57,409" N	1° 8' 40,076" E
194	52° 56' 57,426" N	1° 8' 39,917" E
195	52° 56' 57,434" N	1° 8' 39,811" E
196	52° 56' 57,442" N	1° 8' 39,576" E
197	52° 56' 57,443" N	1° 8' 39,487" E
198	52° 56' 57,471" N	1° 8' 39,155" E
199	52° 56' 57,517" N	1° 8' 38,578" E
200	52° 56' 57,560" N	1° 8' 37,999" E
201	52° 56' 57,601" N	1° 8' 37,421" E
202	52° 56' 57,628" N	1° 8' 36,995" E
203	52° 56' 57,651" N	1° 8' 36,569" E
204	52° 56' 57,673" N	1° 8' 36,143" E
205	52° 56' 57,696" N	1° 8' 35,716" E
206	52° 56' 57,723" N	1° 8' 35,291" E
207	52° 56' 57,756" N	1° 8' 34,877" E
208	52° 56' 57,791" N	1° 8' 34,520" E
209	52° 56' 57,805" N	1° 8' 34,405" E
210	52° 56' 57,833" N	1° 8' 34,187" E
211	52° 56' 57,854" N	1° 8' 33,996" E
212	52° 56' 57,876" N	1° 8' 33,767" E
213	52° 56' 57,909" N	1° 8' 33,475" E
214	52° 56' 57,937" N	1° 8' 33,262" E

215	52° 56' 57,958" N	1° 8' 33,060" E
216	52° 56' 57,974" N	1° 8' 32,825" E
217	52° 56' 57,988" N	1° 8' 32,547" E
218	52° 56' 57,996" N	1° 8' 32,371" E
219	52° 56' 58,009" N	1° 8' 32,099" E
220	52° 56' 58,026" N	1° 8' 31,698" E
221	52° 56' 58,053" N	1° 8' 31,164" E
222	52° 56' 58,091" N	1° 8' 30,706" E
223	52° 56' 58,128" N	1° 8' 30,178" E
224	52° 56' 58,173" N	1° 8' 29,592" E
225	52° 56' 58,219" N	1° 8' 29,048" E
226	52° 56' 58,278" N	1° 8' 28,431" E
227	52° 56' 58,343" N	1° 8' 27,669" E
228	52° 56' 58,359" N	1° 8' 27,381" E
229	52° 56' 58,372" N	1° 8' 27,216" E
230	52° 56' 58,390" N	1° 8' 26,964" E
231	52° 56' 58,392" N	1° 8' 26,912" E
232	52° 56' 58,403" N	1° 8' 26,797" E
233	52° 56' 58,398" N	1° 8' 26,780" E
234	52° 56' 57,591" N	1° 8' 23,453" E
235	52° 56' 57,607" N	1° 8' 23,312" E
236	52° 56' 57,696" N	1° 8' 22,616" E
237	52° 56' 57,819" N	1° 8' 21,510" E
238	52° 56' 58,021" N	1° 8' 19,543" E
239	52° 56' 58,156" N	1° 8' 18,267" E
240	52° 56' 58,293" N	1° 8' 16,991" E
241	52° 56' 58,371" N	1° 8' 16,290" E
242	52° 56' 58,452" N	1° 8' 15,590" E
243	52° 56' 58,533" N	1° 8' 14,889" E
244	52° 56' 58,611" N	1° 8' 14,188" E
245	52° 56' 58,684" N	1° 8' 13,438" E
246	52° 56' 58,747" N	1° 8' 12,686" E
247	52° 56' 58,808" N	1° 8' 11,957" E
248	52° 56' 58,817" N	1° 8' 11,966" E
249	52° 56' 58,840" N	1° 8' 11,992" E
250	52° 56' 59,726" N	1° 8' 12,960" E
251	52° 57' 0,102" N	1° 8' 13,371" E
252	52° 57' 8,134" N	1° 8' 22,147" E
253	52° 57' 14,357" N	1° 8' 25,824" E
254	52° 57' 22,662" N	1° 8' 28,252" E
255	52° 57' 40,113" N	1° 8' 33,188" E
256	52° 57' 42,426" N	1° 8' 35,383" E
257	52° 57' 52,102" N	1° 8' 56,636" E
258	52° 58' 16,245" N	1° 10' 2,679" E
259	52° 58' 41,839" N	1° 10' 38,668" E
260	52° 59' 7,430" N	1° 11' 14,669" E
261	52° 59' 42,249" N	1° 12' 2,219" E
262	53° 0' 17,064" N	1° 12' 49,789" E
263	53° 0' 35,405" N	1° 13' 4,931" E
264	53° 0' 57,553" N	1° 13' 25,221" E

265	53° 1' 22,451" N	1° 13' 58,051" E
266	53° 1' 27,774" N	1° 14' 5,055" E
267	53° 1' 30,435" N	1° 14' 8,557" E
268	53° 1' 31,101" N	1° 14' 9,432" E
269	53° 1' 31,267" N	1° 14' 9,651" E
270	53° 1' 31,350" N	1° 14' 9,760" E
271	53° 1' 31,433" N	1° 14' 9,870" E
272	53° 1' 31,766" N	1° 14' 10,308" E
273	53° 1' 33,097" N	1° 14' 12,058" E
274	53° 1' 43,742" N	1° 14' 26,066" E
275	53° 1' 54,320" N	1° 14' 36,758" E
276	53° 1' 59,354" N	1° 14' 39,959" E
277	53° 1' 59,983" N	1° 14' 40,359" E
278	53° 2' 0,613" N	1° 14' 40,760" E
279	53° 2' 1,871" N	1° 14' 41,560" E
280	53° 2' 4,388" N	1° 14' 43,161" E
281	53° 2' 14,457" N	1° 14' 49,564" E
282	53° 3' 4,871" N	1° 15' 12,274" E
283	53° 4' 0,089" N	1° 15' 35,690" E
284	53° 4' 23,250" N	1° 15' 46,786" E
285	53° 5' 0,996" N	1° 15' 11,113" E
286	53° 5' 20,705" N	1° 14' 48,183" E
287	53° 5' 33,957" N	1° 13' 54,955" E
288	53° 5' 47,202" N	1° 13' 1,718" E
289	53° 5' 47,266" N	1° 13' 1,677" E
290	53° 5' 47,266" N	1° 13' 1,676" E
291	53° 5' 47,540" N	1° 13' 1,498" E
292	53° 5' 47,545" N	1° 13' 1,495" E
293	53° 5' 50,444" N	1° 12' 59,604" E
294	53° 5' 50,506" N	1° 12' 59,565" E
295	53° 6' 19,018" N	1° 12' 40,975" E
296	53° 6' 19,097" N	1° 12' 40,924" E
297	53° 6' 42,962" N	1° 12' 25,364" E
298	53° 6' 43,080" N	1° 12' 25,287" E
299	53° 7' 12,739" N	1° 12' 5,962" E
300	53° 7' 42,397" N	1° 11' 46,630" E
301	53° 7' 49,968" N	1° 11' 41,694" E
302	53° 8' 12,055" N	1° 11' 27,290" E
303	53° 8' 41,711" N	1° 11' 7,942" E
304	53° 8' 41,717" N	1° 11' 7,938" E
305	53° 8' 49,191" N	1° 11' 3,065" E
306	53° 8' 49,206" N	1° 11' 3,056" E
307	53° 8' 57,559" N	1° 10' 57,610" E
308	53° 8' 57,564" N	1° 10' 57,607" E
309	53° 8' 58,833" N	1° 10' 56,779" E
310	53° 8' 58,859" N	1° 10' 56,762" E
311	53° 9' 10,110" N	1° 10' 9,689" E
312	53° 9' 21,357" N	1° 9' 22,609" E
313	53° 9' 32,598" N	1° 8' 35,522" E
314	53° 9' 43,834" N	1° 7' 48,428" E

315	53° 9' 55,065" N	1° 7' 1,328" E
316	53° 10' 6,290" N	1° 6' 14,221" E
317	53° 10' 17,511" N	1° 5' 27,107" E
318	53° 10' 28,726" N	1° 4' 39,986" E
319	53° 10' 46,425" N	1° 3' 19,628" E
320	53° 11' 4,109" N	1° 1' 59,252" E
321	53° 11' 31,621" N	1° 2' 25,520" E
322	53° 11' 59,131" N	1° 2' 51,798" E
323	53° 12' 26,640" N	1° 3' 18,084" E
324	53° 12' 54,148" N	1° 3' 44,380" E
325	53° 13' 21,654" N	1° 4' 10,686" E
326	53° 13' 49,158" N	1° 4' 37,000" E
327	53° 14' 16,661" N	1° 5' 3,324" E
328	53° 14' 44,162" N	1° 5' 29,657" E
329	53° 14' 10,501" N	1° 6' 22,744" E
330	53° 13' 36,833" N	1° 7' 15,807" E
331	53° 13' 3,158" N	1° 8' 8,847" E
332	53° 12' 29,477" N	1° 9' 1,864" E
333	53° 11' 55,788" N	1° 9' 54,857" E
334	53° 11' 22,093" N	1° 10' 47,828" E
335	53° 10' 48,391" N	1° 11' 40,775" E
336	53° 10' 14,683" N	1° 12' 33,700" E
337	53° 11' 24,043" N	1° 12' 55,421" E
338	53° 12' 33,402" N	1° 13' 17,161" E
339	53° 13' 42,760" N	1° 13' 38,920" E
340	53° 14' 52,117" N	1° 14' 0,698" E
341	53° 16' 1,472" N	1° 14' 22,495" E
342	53° 17' 10,827" N	1° 14' 44,310" E
343	53° 18' 20,180" N	1° 15' 6,145" E
344	53° 19' 29,532" N	1° 15' 27,998" E
345	53° 20' 0,390" N	1° 14' 40,388" E
346	53° 20' 32,550" N	1° 15' 58,780" E
347	53° 20' 6,981" N	1° 16' 32,339" E
348	53° 19' 41,748" N	1° 17' 0,577" E
349	53° 18' 56,531" N	1° 16' 15,330" E
350	53° 17' 53,698" N	1° 15' 55,514" E
351	53° 16' 50,863" N	1° 15' 35,713" E
352	53° 15' 48,027" N	1° 15' 15,928" E
353	53° 14' 45,190" N	1° 14' 56,158" E
354	53° 13' 42,353" N	1° 14' 36,404" E
355	53° 12' 39,514" N	1° 14' 16,665" E
356	53° 11' 36,675" N	1° 13' 56,942" E

7. This marine licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) 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.

8. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this marine licence except that the provisions of section 72(7) and (8) relating to the

transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

**9.**—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**10.** Should the undertaker become aware that any of the information on which the granting of this licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information.

## PART 2

### Conditions

#### **Design parameters**

##### *Offshore Substation Platform*

**1.**—(1) The dimensions of the offshore substation platform in Work No. 3A or 3C (excluding towers, masts and cranes) must not exceed—

- (a) 70 metres in length;
- (b) 40 metres in width; or
- (c) 50 metres in height above HAT.

(2) Offshore substation platform foundation in Work No. 3A or 3C must be of one of the following foundation options: piled jacket or suction bucket jacket.

(3) The offshore substation platform foundation in Work No. 3A or 3C must not—

- (a) have more than four legs;
- (b) have more than eight piles;
- (c) have a pile diameter exceeding 3.5 metres;
- (d) employ a hammer energy during installation exceeding 3,000 kilojoules;
- (e) have a seabed footprint (excluding subsea scour protection) exceeding 452 square metres;  
or
- (f) have a seabed footprint (including subsea scour protection) exceeding 4761 square metres.

(4) The total amount of scour protection for the offshore substation platform in Work No. 3A or 3C must not exceed 4054 square metres.

(5) The total volume of scour protection for the offshore substation platform in Work No. 3A or 3C must not exceed 7297 cubic metres.

##### *Cables and cable protection*

**2.**—(1) In the event of scenario 1, scenario 2 or scenario 3, within Work Nos. 3A to 5A, the offshore export cables must not, in total—

- (a) exceed one in number;

- (b) exceed 40 kilometres in length;
  - (c) exceed four cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 9,504 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 6885 cubic metres in volume.
- (2) In the event of scenario 4 within Work Nos. 3C to 5C, the offshore export cables must not, in total—
- (a) exceed two in number;
  - (b) exceed 80 kilometres in length;
  - (c) exceed eight cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 16,008 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 12,645 cubic metres in volume.
- (3) In the event of scenario 4, within Work Nos. 4C the interlink cables must not, in total—
- (a) exceed seven in number;
  - (b) exceed 154 kilometres in length;
  - (c) exceed six cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 12,708 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 3396 cubic metres in volume.

### **Scenarios and Phases of authorised project**

3.—(1) The authorised project must not be commenced until a notification has been submitted to the MMO as to whether the undertaker intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The notification required under sub-paragraph (1) must be submitted to the MMO prior to submission of the written scheme to be submitted for approval under sub-paragraph (3).

(3) The authorised project must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the authorised project has been submitted to and approved in writing by the MMO.

(4) Any subsequent amendments to the written scheme submitted for approval under sub-paragraphs (3) must be submitted to, and approved by, the MMO.

(5) The written scheme submitted for approval under sub-paragraphs (3) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (4).

### **Vessels under the undertaker's control**

4. The undertaker must issue to operators of vessels under the undertakers control operating within the Order limits a code of conduct to reduce risk of injury to marine mammals.

### **Extension of time periods**

5. Any time period given in this marine licence to either the undertaker or the MMO may be extended with the agreement of the other party, such agreement not to be unreasonably withheld or delayed.

## Notifications and inspections

6.—(1) The undertaker must ensure that—

- (a) a copy of this marine 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 16;
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 16; and
- (b) within 28 days of receipt of a copy of this marine licence and any subsequent amendments or revisions to it, those persons referred to in sub-paragraph (1)(a) must confirm receipt of this marine licence in writing to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.

(3) Copies of this marine 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 and 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) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3).

(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 the construction and operation of the authorised project.

(6) The undertaker must inform the MMO Local 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 the completion of the licensed activity.

(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 of the vessel routes, timings and locations relating to the construction of the authorised project 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;
- (b) on completion of construction of all offshore activities,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised project or any part thereof advising of the start date of each of Work Nos. 3A, 4A, 5A, 6A and 7A in the event of scenario 1, scenario 2 or scenario 3 or 3C, 4C, 5C, 6C and 7C in the event of scenario 4 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 undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (or otherwise agreed) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 22(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of:—

- (a) commencement of the licensed activities at least ten working days prior to commencement; and
- (b) completion (within fourteen days) of the authorised project or any part thereof  
in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, 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 the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

### **Aids to navigation**

7.—(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and 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 commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project 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 project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 12(1)(h) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project 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 6(11) and condition 6(12) are invoked the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of structures**

8. Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

### **Aviation safety**

9.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016 and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.



(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any offshore substation platforms are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum height of each offshore substation platform to be constructed;
- (e) the latitude and longitude of each offshore substation platform to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO within five days.

### **Chemicals, drilling and debris**

**10.**—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 relating thereto and by the Protocol of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the 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 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this marine licence by submission of a disposal return 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.

(5) The undertaker must ensure that only inert material of natural origin, produced during pre-sweeping sandwave clearance where relevant, the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project 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 project is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(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 must 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 12(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**

**11.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

### **Pre-construction plans and documentation**

**12.—(1)** The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—

- (a) a plan prepared in accordance with the layout commitments setting out proposed details of the authorised project, including the:
  - (i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator, offshore platform and substation;
  - (ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, platform and substation;
  - (iii) proposed layout of all cables;
  - (iv) location and specification of all other aspects of the authorised project; and
  - (v) any exclusion zones or micro-siting requirements identified pursuant to 12(1)(f)(v) or relating to any benthic habitats of conservation, ecological or economic importance constituting Annex I reef habitats identified as part of surveys undertaken in accordance with condition 17;

to ensure conformity with the description of Work Nos. 3A to 5A and 7A or 3C to 5C and 7C and compliance with conditions 1 and 2;

- (b) a construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) which, save in respect information submitted pursuant to subparagraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and 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 conditions 27, 18 and 29 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—
    - (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; and
    - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
  - (iv) an indicative written construction programme for all offshore substation platforms and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above),
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—

- (i) cable specification, installation and monitoring for cables located outside of the Cromer Shoal Chalk Beds Marine Conservation Zone to include—
  - (aa) the technical specification of cables below MHWS;
  - (bb) a detailed cable laying plan for the authorised project, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
  - (cc) proposals for monitoring cables including cable protection until the authorised project is decommissioned which includes a risk based approach to the management of unburied or shallow buried cables;
- (ii) scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
- (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
- (iv) advisory safe passing distances for vessels around construction sites;
- (v) contractors;
- (vi) vessels and vessel transit corridors;
- (vii) associated ancillary works; and
- (viii) guard vessels to be employed;
- (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 during construction and operation of the authorised project in relation to all activities carried out;
  - (ii) a chemical risk assessment, including 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 4 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red throated diver;
  - (vii) a code of conduct for vessel operators to reduce risk of injury to mammals;
- (e) a cable specification, installation and monitoring plan for the installation of cables within the Cromer Shoal Chalk Beds Marine Conservation Zone (in accordance with the outline

Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan);

- (f) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, 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 Archaeological Data Service, by submitting an 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 Historic England that the OASIS form has been submitted to the Archaeological Data Service 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;
  - (g) an offshore operations and maintenance plan (in accordance with the outline offshore operations and maintenance plan), to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
  - (h) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 7 from the commencement of construction of the authorised project to the completion of decommissioning;
  - (i) in the event that driven or part-driven pile 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, following current best practice as advised by the relevant statutory nature conservation bodies, to be submitted to the MMO at least six months prior to commencement of licensed activities;
  - (j) a mitigation scheme for any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats identified by the survey referred to in condition 17(4)(a) and in accordance with the offshore in principle monitoring plan;
  - (k) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances to be submitted to the MMO at least six months prior to commencement of licensed activities; and
  - (l) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised project.
- (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 outline written scheme of investigation (which must accord with the details set out in the

outline written scheme of investigation (offshore)) which has been submitted to and approved by the MMO.

### **Site Integrity Plan**

**13.**—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

**14.**—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 12 must be submitted for approval at least four months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 12 and 13 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 12 and 13, unless otherwise agreed in writing by the MMO.

### **Offshore safety management**

**15.** No part of the authorised project 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 all MCA recommendations as appropriate to the authorised project contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

### **Reporting of engaged agents, contractors and vessels**

**16.**—(1) The undertaker must provide the following information in writing to the MMO—

- (a) the name, function, company number (if applicable), registered or head office address (as appropriate) 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 project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this marine licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity.

Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

### **Pre-construction monitoring and surveys**

**17.**—(1) The undertaker must, in discharging condition 12(1)(b), submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval in writing by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and 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 or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) 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.

(4) 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) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;
- (b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 12(1)(i); and
- (d) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 12(1)(k).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### **Construction monitoring and surveys**

**18.**—(1) The undertaker must, in discharging condition 12(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, 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) 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.

(3) 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.

(4) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the reasonable 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.

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

### **Post-construction monitoring and surveys**

**19.**—(1) The undertaker must, in discharging condition 12(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) 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.

(3) 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—

- (a) undertake 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) undertake, within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of 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) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 12(1)(k);
- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring to the MMO, the MCA and Trinity House;
- (e) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 12(1)(i); and
- (f) undertake monitoring of cables installed within the Cromer Shoal Chalk Beds MCZ in accordance with any monitoring required by the cable specification, installation and monitoring plan for the installation of cables within the Cromer Shoal Chalk Beds Marine Conservation Zone submitted in accordance with condition 12(1)(e).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO 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.

(5) Following installation of cables, the cable monitoring plans required under conditions 12(1)(c) and 12(1)(e) must be updated with the results of the post installation surveys. The plans must be implemented until the authorised scheme is decommissioned and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### **Reporting of scour and cable protection**

**20.**—(1) Not more than four months following completion of the construction of the authorised project, 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 project.

(2) The report must include the following information—

- (a) the location of cable protection and scour protection;
- (b) the volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

### **Completion of construction**

**21.**—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include details of the latitude and longitude co-ordinates of the export cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this marine licence.

### **Sediment Sampling**

**22.**—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

- (a) or capital dredging, at least six months prior to the commencement of any capital dredging; or
- (b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

- (a) the volume of material to be dredged;
- (b) the location of the area to be dredged;
- (c) details of the material type proposed for dredging;
- (d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and
- (e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.



## Collaboration

23.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 12 and 13, the undertaker must provide a copy of the relevant plans and documentation to DEL to enable DEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 12 and 13 must be accompanied by any comments received by the undertaker from DEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

## SCHEDULE 13

Article 31

### Marine Licence 4: Dudgeon Extension Project Offshore Transmission – Work Nos. 3B to 7B or 3C to 7C

#### PART 1

##### Licensed marine activities

## Interpretation

1.—(1) In this marine licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“Annex 1 reef” means a reef of a type listed in Annex 1 to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this marine licence;

“authorised project” means Work Nos. 3B to 7B (in the event of scenario 1, scenario 2 or scenario 3) or 3C to 7C (in the event of scenario 4) and the further associated development described in paragraph 3 of Part 1 of this marine licence or any part of those works or development;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” includes cables for the transmission of electricity and fibre-optic cables;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-array or export cables authorised by the Order and forming part of the authorised project together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised project from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this marine licence, and “commenced” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“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;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“gravity base structure foundation” 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, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“HAT” means highest astronomical tide;

“HDD” or “horizontal direction drilling” refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, temporary deposits and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“LAT” means lowest astronomical tide;

“land plans” means the plans certified as the land plans by the Secretary of State under article 38 of the Order;

“layout commitments” means the layout commitments contained within the navigation risk assessment at appendix 13.1 of the environmental statement;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this marine licence or any successor of that function and “MMO” shall be construed accordingly;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

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

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

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;

- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 20[ ];

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

“Order limits” means the limits shown on the works plans within which the authorised project may be carried out, whose grid coordinates are set out in paragraph 5 of Part 1 of this marine licence;

“outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan” means the document certified as the cable specification, installation and monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the 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 under article 38 (certification of documents and plans, etc) of the Order;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 38 (certification of documents and plans, etc) 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 under article 38 (certification of documents and plans, etc) of the Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways:—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means:—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A, 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works;

“scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means:—

- (a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and
- (b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means Work Nos. 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means:—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means:—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“statutory historic body” means Historic England or its successor in function;

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

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

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

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“VHF” means very high frequency;

“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, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order; and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 38 (certification of documents and plans, etc) of the Order.

(2) In this marine licence, a reference to any statute, order, regulation or similar instrument is 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) In this marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time (“GMT”);

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this marine licence are—

(a) Historic England

Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU

Tel: 01223 582749

Email: [eastofengland@historicengland.org.uk](mailto:eastofengland@historicengland.org.uk)

(b) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Email: [marine.consents@marinemanagement.org.uk](mailto:marine.consents@marinemanagement.org.uk)

Tel: 0300 123 1032

(c) Marine Management Organisation (local office)

Lowestoft Office

Pakefield Road

Lowestoft

Suffolk  
NR33 OHT  
Email: lowestoft@marinemanagement.org.uk  
Tel: 02080266094

- (d) Marine Management Organisation  
Marine Pollution Response Team  
Tel. (during office hours): 0300 200 2024,  
Tel. (outside office hours): 07770 977 825 or 0845 051 8486  
Email: dispersants@marinemanagement.org.uk
- (e) Maritime and Coastguard Agency  
UK Technical Services Navigation  
Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2554
- (f) Natural England  
Foss House  
Kings Pool  
1-2 Peasholme Green  
York  
YO1 7PX  
Tel: 0300 060 4911
- (g) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900
- (h) United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900

#### **Details of licensed marine activities**

2. Subject to the conditions this marine 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) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works or cable works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this marine licence during pre-construction, construction and operation;

- (e) site clearance and preparation works including debris, boulder clearance and the removal of out of service cables and static fishing equipment; and
- (f) the disposal of up to 145,325 cubic metres of inert material of natural origin within the Order limits produced during construction drilling or seabed preparation for foundation works and cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No. 3B*—in the event of scenario 1, scenario 2 or scenario 3, an offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans; or

*Work No. 3C*—in the event of scenario 4, an integrated offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4B*—in the event of scenario 1, scenario 2 or scenario 3—

- (a) interlink cables between DEP North and DEP South within the areas shown on the works plans; and
- (b) HVAC subsea export cables between Work No. 3B and Work No. 5B along routes within the area shown on the works plans including cable protection and one or more cable crossings; or

*Work No. 4C*— in the event of scenario 4—

- (a) interlink cables between DEP North and Work No. 3C and DEP South and Work No. 3C; and
- (b) HVAC subsea export cables between Work No. 3C and Work No. 5C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5B*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 4B and Work No. 7B along routes within the area shown on the works plans including cable protection and one or more cable crossings; or

*Work No. 5C*— in the event of scenario 4, HVAC subsea export cables between Work No. 4C and Work No. 7C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6B*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B, 2B, 3B, 4B and 5B; or

*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B, 2B, 3C, 4C and 5C;

*Work No. 7B*— in the event of scenario 1, scenario 2 or scenario 3, landfall connection works between Work No. 5B and Work No. 8B comprising of a cable circuit and ducts seaward of MHWS within the area shown on the works plans; or

*Work No. 7C*— in the event of scenario 4, landfall connection works between Work No. 5C and Work No. 8C comprising of up to two cable circuits and ducts seaward of MHWS within the area shown on the works plans;

In connection with such Work Nos. 3A to 7A or Work Nos. 3C to 7C and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this marine 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 Nos. 3B to 5B and 7B in scenario 1, 2 or 3 or 3C to 5C and 7C in scenario 4 and the disposal 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) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;
- (e) removal of static fishing equipment;
- (f) beacons, fenders and other navigational warning or ship impact protection works; and
- (g) temporary deposit and removal of monitoring equipment.

4. The substances and objects authorised for deposit at sea are—

- (a) iron, steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised project comprising Work Nos. 3B, 4B, 5B and 7B are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 20' 54,139" N	1° 24' 1,404" E
2	53° 20' 5,326" N	1° 24' 0,033" E
3	53° 19' 36,128" N	1° 24' 8,276" E
4	53° 19' 9,827" N	1° 24' 23,580" E
5	53° 18' 34,113" N	1° 25' 3,960" E
6	53° 18' 17,503" N	1° 25' 24,511" E
7	53° 18' 0,222" N	1° 25' 39,259" E
8	53° 17' 15,148" N	1° 26' 5,612" E
9	53° 17' 35,036" N	1° 25' 24,340" E
10	53° 17' 54,920" N	1° 24' 43,056" E
11	53° 18' 14,801" N	1° 24' 1,762" E
12	53° 18' 34,677" N	1° 23' 20,458" E
13	53° 18' 35,113" N	1° 22' 55,059" E
14	53° 18' 9,353" N	1° 22' 14,077" E
15	53° 18' 55,523" N	1° 20' 33,698" E
16	53° 18' 18,216" N	1° 19' 28,603" E
17	53° 18' 23,044" N	1° 19' 18,170" E
18	53° 16' 40,497" N	1° 19' 9,998" E
19	53° 15' 41,443" N	1° 19' 5,297" E
20	53° 12' 35,764" N	1° 25' 45,404" E

21	53° 12' 13,889" N	1° 25' 43,653" E
22	53° 12' 22,727" N	1° 25' 3,043" E
23	53° 12' 46,914" N	1° 24' 11,010" E
24	53° 13' 11,094" N	1° 23' 18,961" E
25	53° 13' 35,269" N	1° 22' 26,895" E
26	53° 13' 59,436" N	1° 21' 34,813" E
27	53° 13' 59,487" N	1° 21' 34,662" E
28	53° 13' 59,504" N	1° 21' 34,593" E
29	53° 13' 59,528" N	1° 21' 34,484" E
30	53° 13' 59,555" N	1° 21' 34,337" E
31	53° 13' 59,614" N	1° 21' 33,969" E
32	53° 13' 59,678" N	1° 21' 33,512" E
33	53° 13' 59,814" N	1° 21' 32,501" E
34	53° 13' 59,897" N	1° 21' 31,942" E
35	53° 13' 59,950" N	1° 21' 31,621" E
36	53° 14' 0,013" N	1° 21' 31,287" E
37	53° 14' 0,091" N	1° 21' 30,923" E
38	53° 14' 0,192" N	1° 21' 30,532" E
39	53° 14' 0,314" N	1° 21' 30,139" E
40	53° 14' 0,438" N	1° 21' 29,791" E
41	53° 14' 0,558" N	1° 21' 29,485" E
42	53° 14' 0,675" N	1° 21' 29,208" E
43	53° 14' 20,752" N	1° 20' 46,650" E
44	53° 14' 40,825" N	1° 20' 4,081" E
45	53° 15' 0,894" N	1° 19' 21,501" E
46	53° 15' 20,958" N	1° 18' 38,910" E
47	53° 15' 21,011" N	1° 18' 38,796" E
48	53° 15' 21,067" N	1° 18' 38,677" E
49	53° 15' 21,123" N	1° 18' 38,558" E
50	53° 15' 21,175" N	1° 18' 38,448" E
51	53° 15' 21,185" N	1° 18' 38,428" E
52	53° 15' 21,236" N	1° 18' 38,321" E
53	53° 15' 21,293" N	1° 18' 38,203" E
54	53° 15' 21,350" N	1° 18' 38,085" E
55	53° 15' 21,407" N	1° 18' 37,968" E
56	53° 15' 21,465" N	1° 18' 37,851" E
57	53° 15' 21,523" N	1° 18' 37,734" E
58	53° 15' 21,581" N	1° 18' 37,618" E
59	53° 15' 21,639" N	1° 18' 37,502" E
60	53° 15' 21,698" N	1° 18' 37,386" E
61	53° 15' 21,756" N	1° 18' 37,271" E
62	53° 15' 21,815" N	1° 18' 37,156" E
63	53° 15' 21,875" N	1° 18' 37,041" E
64	53° 15' 21,934" N	1° 18' 36,927" E
65	53° 15' 21,994" N	1° 18' 36,813" E
66	53° 15' 22,054" N	1° 18' 36,699" E
67	53° 15' 22,114" N	1° 18' 36,586" E
68	53° 15' 22,175" N	1° 18' 36,473" E
69	53° 15' 22,236" N	1° 18' 36,361" E
70	53° 15' 22,297" N	1° 18' 36,249" E

71	53° 15' 22,358" N	1° 18' 36,137" E
72	53° 15' 22,414" N	1° 18' 36,035" E
73	53° 15' 22,425" N	1° 18' 36,015" E
74	53° 15' 22,481" N	1° 18' 35,914" E
75	53° 15' 22,543" N	1° 18' 35,803" E
76	53° 15' 22,605" N	1° 18' 35,693" E
77	53° 15' 22,667" N	1° 18' 35,583" E
78	53° 15' 22,730" N	1° 18' 35,474" E
79	53° 15' 22,793" N	1° 18' 35,364" E
80	53° 15' 22,856" N	1° 18' 35,255" E
81	53° 15' 22,919" N	1° 18' 35,147" E
82	53° 15' 22,983" N	1° 18' 35,039" E
83	53° 15' 23,046" N	1° 18' 34,931" E
84	53° 15' 23,110" N	1° 18' 34,823" E
85	53° 15' 23,174" N	1° 18' 34,716" E
86	53° 15' 23,239" N	1° 18' 34,610" E
87	53° 15' 23,304" N	1° 18' 34,504" E
88	53° 15' 23,368" N	1° 18' 34,398" E
89	53° 15' 23,433" N	1° 18' 34,292" E
90	53° 15' 23,499" N	1° 18' 34,187" E
91	53° 15' 23,564" N	1° 18' 34,082" E
92	53° 15' 23,630" N	1° 18' 33,978" E
93	53° 15' 23,690" N	1° 18' 33,884" E
94	53° 15' 23,701" N	1° 18' 33,865" E
95	53° 15' 23,762" N	1° 18' 33,770" E
96	53° 15' 23,829" N	1° 18' 33,667" E
97	53° 15' 23,895" N	1° 18' 33,564" E
98	53° 15' 23,962" N	1° 18' 33,462" E
99	53° 15' 24,029" N	1° 18' 33,360" E
100	53° 15' 24,096" N	1° 18' 33,258" E
101	53° 15' 24,164" N	1° 18' 33,157" E
102	53° 15' 24,232" N	1° 18' 33,056" E
103	53° 15' 24,299" N	1° 18' 32,955" E
104	53° 15' 24,368" N	1° 18' 32,855" E
105	53° 15' 24,436" N	1° 18' 32,756" E
106	53° 15' 24,504" N	1° 18' 32,656" E
107	53° 15' 24,573" N	1° 18' 32,558" E
108	53° 15' 24,642" N	1° 18' 32,459" E
109	53° 15' 24,711" N	1° 18' 32,361" E
110	53° 15' 24,781" N	1° 18' 32,263" E
111	53° 15' 24,850" N	1° 18' 32,166" E
112	53° 15' 24,920" N	1° 18' 32,069" E
113	53° 15' 24,990" N	1° 18' 31,973" E
114	53° 15' 25,060" N	1° 18' 31,877" E
115	53° 15' 25,124" N	1° 18' 31,790" E
116	53° 15' 25,135" N	1° 18' 31,775" E
117	53° 15' 25,201" N	1° 18' 31,686" E
118	53° 15' 25,272" N	1° 18' 31,591" E
119	53° 15' 25,343" N	1° 18' 31,497" E
120	53° 15' 25,414" N	1° 18' 31,403" E

121	53° 15' 25,485" N	1° 18' 31,309" E
122	53° 15' 25,557" N	1° 18' 31,216" E
123	53° 15' 25,629" N	1° 18' 31,124" E
124	53° 15' 25,701" N	1° 18' 31,031" E
125	53° 15' 25,773" N	1° 18' 30,939" E
126	53° 15' 25,845" N	1° 18' 30,848" E
127	53° 15' 25,918" N	1° 18' 30,757" E
128	53° 15' 25,990" N	1° 18' 30,666" E
129	53° 15' 26,063" N	1° 18' 30,576" E
130	53° 15' 26,136" N	1° 18' 30,486" E
131	53° 15' 26,210" N	1° 18' 30,397" E
132	53° 15' 26,283" N	1° 18' 30,308" E
133	53° 15' 26,357" N	1° 18' 30,220" E
134	53° 15' 26,431" N	1° 18' 30,132" E
135	53° 15' 26,505" N	1° 18' 30,044" E
136	53° 15' 26,579" N	1° 18' 29,957" E
137	53° 15' 26,654" N	1° 18' 29,870" E
138	53° 15' 26,728" N	1° 18' 29,784" E
139	53° 15' 26,803" N	1° 18' 29,698" E
140	53° 15' 26,878" N	1° 18' 29,613" E
141	53° 15' 26,953" N	1° 18' 29,528" E
142	53° 15' 27,028" N	1° 18' 29,443" E
143	53° 15' 27,104" N	1° 18' 29,359" E
144	53° 15' 27,179" N	1° 18' 29,276" E
145	53° 15' 27,255" N	1° 18' 29,192" E
146	53° 15' 27,331" N	1° 18' 29,110" E
147	53° 15' 27,407" N	1° 18' 29,027" E
148	53° 15' 27,484" N	1° 18' 28,945" E
149	53° 15' 27,560" N	1° 18' 28,864" E
150	53° 15' 27,637" N	1° 18' 28,783" E
151	53° 15' 27,714" N	1° 18' 28,702" E
152	53° 15' 27,791" N	1° 18' 28,622" E
153	53° 15' 27,868" N	1° 18' 28,543" E
154	53° 15' 27,945" N	1° 18' 28,464" E
155	53° 15' 28,023" N	1° 18' 28,385" E
156	53° 15' 28,101" N	1° 18' 28,307" E
157	53° 15' 28,178" N	1° 18' 28,229" E
158	53° 15' 28,252" N	1° 18' 28,156" E
159	53° 15' 28,264" N	1° 18' 28,144" E
160	53° 15' 28,335" N	1° 18' 28,075" E
161	53° 15' 28,413" N	1° 18' 27,998" E
162	53° 15' 28,491" N	1° 18' 27,922" E
163	53° 15' 28,570" N	1° 18' 27,847" E
164	53° 15' 28,649" N	1° 18' 27,772" E
165	53° 15' 28,728" N	1° 18' 27,697" E
166	53° 15' 28,807" N	1° 18' 27,623" E
167	53° 15' 28,886" N	1° 18' 27,549" E
168	53° 15' 28,966" N	1° 18' 27,476" E
169	53° 15' 29,045" N	1° 18' 27,403" E
170	53° 15' 29,125" N	1° 18' 27,331" E

171	53° 15' 29,205" N	1° 18' 27,259" E
172	53° 15' 29,285" N	1° 18' 27,188" E
173	53° 15' 29,365" N	1° 18' 27,117" E
174	53° 15' 29,446" N	1° 18' 27,046" E
175	53° 15' 29,526" N	1° 18' 26,976" E
176	53° 15',29,607" N	1° 18' 26,907" E
177	53° 15' 29,688" N	1° 18' 26,838" E
178	53° 15' 29,769" N	1° 18' 26,769" E
179	53° 15' 29,850" N	1° 18' 26,701" E
180	53° 15' 29,925" N	1° 18' 26,639" E
181	53° 15' 29,939" N	1° 18' 26,628" E
182	53° 15',30,012" N	1° 18' 26,567" E
183	53° 15' 30,094" N	1° 18' 26,500" E
184	53° 15' 30,176" N	1° 18' 26,434" E
185	53° 15' 30,257" N	1° 18' 26,368" E
186	53° 15' 30,339" N	1° 18' 26,303" E
187	53° 15' 30,421" N	1° 18' 26,238" E
188	53° 15' 30,504" N	1° 18' 26,174" E
189	53° 15' 30,586" N	1° 18' 26,110" E
190	53° 15' 30,668" N	1° 18' 26,047" E
191	53° 15' 30,751" N	1° 18' 25,984" E
192	53° 15' 30,834" N	1° 18' 25,922" E
193	53° 15' 30,917" N	1° 18' 25,860" E
194	53° 15' 31,000" N	1° 18' 25,799" E
195	53° 15' 31,083" N	1° 18' 25,738" E
196	53° 15' 31,166" N	1° 18' 25,678" E
197	53° 15' 31,249" N	1° 18' 25,618" E
198	53° 15' 31,333" N	1° 18' 25,558" E
199	53° 15' 31,416" N	1° 18' 25,500" E
200	53° 15' 31,500" N	1° 18' 25,441" E
201	53° 15' 31,584" N	1° 18' 25,383" E
202	53° 15' 31,660" N	1° 18' 25,331" E
203	53° 15' 31,676" N	1° 18' 25,320" E
204	53° 15' 31,752" N	1° 18' 25,269" E
205	53° 15' 31,836" N	1° 18' 25,212" E
206	53° 15' 31,921" N	1° 18' 25,156" E
207	53° 15' 32,005" N	1° 18' 25,101" E
208	53° 15' 32,090" N	1° 18' 25,046" E
209	53° 15' 32,174" N	1° 18' 24,992" E
210	53° 15' 32,259" N	1° 18' 24,938" E
211	53° 15' 32,344" N	1° 18' 24,884" E
212	53° 15' 32,429" N	1° 18' 24,831" E
213	53° 15' 32,514" N	1° 18' 24,779" E
214	53° 15' 32,600" N	1° 18' 24,727" E
215	53° 15' 32,685" N	1° 18' 24,675" E
216	53° 15' 32,770" N	1° 18' 24,624" E
217	53° 15' 32,856" N	1° 18' 24,574" E
218	53° 15' 32,942" N	1° 18' 24,524" E
219	53° 15' 33,027" N	1° 18' 24,474" E
220	53° 15' 33,113" N	1° 18' 24,425" E

221	53° 15' 33,199" N	1° 18' 24,377" E
222	53° 15' 33,285" N	1° 18' 24,329" E
223	53° 15' 33,364" N	1° 18' 24,286" E
224	53° 15' 33,379" N	1° 18' 24,278" E
225	53° 15' 33,458" N	1° 18' 24,234" E
226	53° 15' 33,544" N	1° 18' 24,188" E
227	53° 15' 33,631" N	1° 18' 24,142" E
228	53° 15' 33,717" N	1° 18' 24,097" E
229	53° 15' 33,804" N	1° 18' 24,052" E
230	53° 15' 33,891" N	1° 18' 24,007" E
231	53° 15' 33,978" N	1° 18' 23,963" E
232	53° 15' 34,065" N	1° 18' 23,920" E
233	53° 15' 34,152" N	1° 18' 23,877" E
234	53° 15' 34,239" N	1° 18' 23,835" E
235	53° 15' 34,326" N	1° 18' 23,793" E
236	53° 15' 34,413" N	1° 18' 23,751" E
237	53° 15' 34,501" N	1° 18' 23,710" E
238	53° 15' 34,588" N	1° 18' 23,670" E
239	53° 15' 34,676" N	1° 18' 23,630" E
240	53° 15' 34,764" N	1° 18' 23,591" E
241	53° 15' 34,851" N	1° 18' 23,552" E
242	53° 15' 34,939" N	1° 18' 23,514" E
243	53° 15' 35,027" N	1° 18' 23,476" E
244	53° 15' 35,115" N	1° 18' 23,439" E
245	53° 15' 35,195" N	1° 18' 23,405" E
246	53° 15' 35,209" N	1° 18' 23,399" E
247	53° 15' 35,291" N	1° 18' 23,366" E
248	53° 15' 35,379" N	1° 18' 23,330" E
249	53° 15' 35,468" N	1° 18' 23,295" E
250	53° 15' 35,556" N	1° 18' 23,260" E
251	53° 15' 35,645" N	1° 18' 23,226" E
252	53° 15' 35,733" N	1° 18' 23,192" E
253	53° 15' 35,822" N	1° 18' 23,159" E
254	53° 15' 35,910" N	1° 18' 23,126" E
255	53° 15' 35,999" N	1° 18' 23,094" E
256	53° 15' 36,088" N	1° 18' 23,063" E
257	53° 15' 36,177" N	1° 18' 23,032" E
258	53° 15' 36,265" N	1° 18' 23,001" E
259	53° 15' 36,354" N	1° 18' 22,971" E
260	53° 15' 36,443" N	1° 18' 22,941" E
261	53° 15' 36,533" N	1° 18' 22,912" E
262	53° 15' 36,622" N	1° 18' 22,884" E
263	53° 15' 36,711" N	1° 18' 22,856" E
264	53° 15' 36,800" N	1° 18' 22,829" E
265	53° 15' 36,890" N	1° 18' 22,802" E
266	53° 15' 36,979" N	1° 18' 22,775" E
267	53° 15' 37,069" N	1° 18' 22,749" E
268	53° 15' 37,158" N	1° 18' 22,724" E
269	53° 15' 37,247" N	1° 18' 22,699" E
270	53° 15' 37,337" N	1° 18' 22,675" E

271	53° 15' 37,427" N	1° 18' 22,651" E
272	53° 15' 37,516" N	1° 18' 22,628" E
273	53° 15' 37,606" N	1° 18' 22,605" E
274	53° 15' 37,696" N	1° 18' 22,583" E
275	53° 15' 37,786" N	1° 18' 22,561" E
276	53° 15' 37,876" N	1° 18' 22,540" E
277	53° 15' 37,966" N	1° 18' 22,520" E
278	53° 15' 38,056" N	1° 18' 22,500" E
279	53° 15' 38,146" N	1° 18' 22,480" E
280	53° 15' 38,236" N	1° 18' 22,461" E
281	53° 15' 38,326" N	1° 18' 22,442" E
282	53° 15' 38,416" N	1° 18' 22,425" E
283	53° 15' 38,506" N	1° 18' 22,407" E
284	53° 15' 38,596" N	1° 18' 22,390" E
285	53° 15' 38,686" N	1° 18' 22,374" E
286	53° 15' 38,777" N	1° 18' 22,358" E
287	53° 15' 38,867" N	1° 18' 22,343" E
288	53° 15' 38,952" N	1° 18' 22,329" E
289	53° 15' 38,966" N	1° 18' 22,326" E
290	53° 15' 39,048" N	1° 18' 22,313" E
291	53° 15' 39,138" N	1° 18' 22,300" E
292	53° 15' 39,229" N	1° 18' 22,286" E
293	53° 15' 39,319" N	1° 18' 22,274" E
294	53° 15' 39,410" N	1° 18' 22,262" E
295	53° 15' 39,500" N	1° 18' 22,250" E
296	53° 15' 39,591" N	1° 18' 22,239" E
297	53° 15' 39,681" N	1° 18' 22,228" E
298	53° 15' 39,772" N	1° 18' 22,218" E
299	53° 15' 39,862" N	1° 18' 22,209" E
300	53° 15' 39,953" N	1° 18' 22,200" E
301	53° 15' 40,044" N	1° 18' 22,191" E
302	53° 15' 40,134" N	1° 18' 22,183" E
303	53° 15' 40,225" N	1° 18' 22,176" E
304	53° 15' 40,316" N	1° 18' 22,169" E
305	53° 15' 40,406" N	1° 18' 22,163" E
306	53° 15' 40,497" N	1° 18' 22,157" E
307	53° 15' 40,588" N	1° 18' 22,152" E
308	53° 15' 40,678" N	1° 18' 22,147" E
309	53° 15' 40,769" N	1° 18' 22,143" E
310	53° 15' 40,853" N	1° 18' 22,139" E
311	53° 15' 40,868" N	1° 18' 22,139" E
312	53° 15' 40,951" N	1° 18' 22,136" E
313	53° 15' 41,041" N	1° 18' 22,133" E
314	53° 15' 41,132" N	1° 18' 22,131" E
315	53° 15' 41,223" N	1° 18' 22,129" E
316	53° 15' 41,314" N	1° 18' 22,128" E
317	53° 15' 41,405" N	1° 18' 22,128" E
318	53° 15' 41,495" N	1° 18' 22,128" E
319	53° 15' 41,586" N	1° 18' 22,128" E
320	53° 15' 41,677" N	1° 18' 22,130" E

321	53° 15' 41,768" N	1° 18' 22,131" E
322	53° 15' 41,858" N	1° 18' 22,133" E
323	53° 15' 41,949" N	1° 18' 22,136" E
324	53° 15' 42,040" N	1° 18' 22,139" E
325	53° 15' 42,131" N	1° 18' 22,143" E
326	53° 15' 42,221" N	1° 18' 22,147" E
327	53° 15' 42,312" N	1° 18' 22,152" E
328	53° 15' 42,403" N	1° 18' 22,157" E
329	53° 15' 42,494" N	1° 18' 22,163" E
330	53° 15' 42,584" N	1° 18' 22,170" E
331	53° 15' 42,671" N	1° 18' 22,176" E
332	53° 17' 29,099" N	1° 18' 30,623" E
333	53° 18' 17,849" N	1° 17' 51,100" E
334	53° 18' 52,654" N	1° 17' 33,836" E
335	53° 19' 27,459" N	1° 17' 16,563" E
336	53° 19' 41,748" N	1° 17' 0,577" E
337	53° 18' 56,531" N	1° 16' 15,330" E
338	53° 17' 53,698" N	1° 15' 55,514" E
339	53° 16' 50,863" N	1° 15' 35,713" E
340	53° 15' 48,027" N	1° 15' 15,928" E
341	53° 14' 45,190" N	1° 14' 56,158" E
342	53° 13' 42,353" N	1° 14' 36,404" E
343	53° 12' 39,514" N	1° 14' 16,665" E
344	53° 11' 36,675" N	1° 13' 56,942" E
345	53° 10' 33,834" N	1° 13' 37,234" E
346	53° 9' 56,800" N	1° 14' 32,527" E
347	53° 9' 35,524" N	1° 14' 21,148" E
348	53° 9' 4,437" N	1° 15' 9,684" E
349	53° 8' 33,344" N	1° 15' 58,201" E
350	53° 8' 2,245" N	1° 16' 46,699" E
351	53° 7' 31,141" N	1° 17' 35,177" E
352	53° 7' 12,187" N	1° 18' 5,637" E
353	53° 6' 40,142" N	1° 17' 46,074" E
354	53° 6' 8,096" N	1° 17' 26,519" E
355	53° 5' 53,359" N	1° 17' 17,530" E
356	53° 5' 36,048" N	1° 17' 6,972" E
357	53° 5' 4,000" N	1° 16' 47,433" E
358	53° 5' 3,998" N	1° 16' 47,439" E
359	53° 4' 48,834" N	1° 16' 40,042" E
360	53° 4' 23,756" N	1° 16' 27,812" E
361	53° 3' 39,216" N	1° 16' 5,715" E
362	53° 3' 4,285" N	1° 15' 45,012" E
363	53° 2' 42,819" N	1° 15' 34,383" E
364	53° 2' 18,678" N	1° 15' 22,981" E
365	53° 2' 4,608" N	1° 15' 14,913" E
366	53° 2' 1,090" N	1° 15' 12,896" E
367	53° 2' 0,211" N	1° 15' 12,392" E
368	53° 1' 59,991" N	1° 15' 12,266" E
369	53° 1' 59,771" N	1° 15' 12,140" E
370	53° 1' 59,331" N	1° 15' 11,888" E



371	53° 1' 57,573" N	1° 15' 10,880" E
372	53° 1' 50,538" N	1° 15' 6,846" E
373	53° 1' 36,320" N	1° 15' 7,829" E
374	53° 1' 32,765" N	1° 15' 8,074" E
375	53° 1' 31,876" N	1° 15' 8,136" E
376	53° 1' 31,432" N	1° 15' 8,167" E
377	53° 1' 31,321" N	1° 15' 8,174" E
378	53° 1' 31,210" N	1° 15' 8,182" E
379	53° 1' 30,988" N	1° 15' 8,197" E
380	53° 1' 29,210" N	1° 15' 8,320" E
381	53° 1' 22,101" N	1° 15' 8,812" E
382	53° 1' 9,264" N	1° 14' 55,002" E
383	53° 0' 53,523" N	1° 14' 34,350" E
384	53° 0' 37,631" N	1° 14' 15,360" E
385	53° 0' 19,626" N	1° 13' 59,138" E
386	53° 0' 4,888" N	1° 13' 45,462" E
387	52° 59' 45,135" N	1° 13' 20,396" E
388	52° 59' 8,327" N	1° 12' 31,064" E
389	52° 58' 31,514" N	1° 11' 41,754" E
390	52° 58' 3,439" N	1° 11' 1,017" E
391	52° 57' 35,361" N	1° 10' 20,295" E
392	52° 56' 54,694" N	1° 9' 27,639" E
393	52° 56' 54,694" N	1° 9' 27,604" E
394	52° 56' 54,690" N	1° 9' 27,438" E
395	52° 56' 54,680" N	1° 9' 27,273" E
396	52° 56' 54,664" N	1° 9' 27,109" E
397	52° 56' 54,643" N	1° 9' 26,945" E
398	52° 56' 54,630" N	1° 9' 26,860" E
399	52° 56' 54,631" N	1° 9' 26,827" E
400	52° 56' 54,664" N	1° 9' 25,966" E
401	52° 56' 54,694" N	1° 9' 25,197" E
402	52° 56' 54,708" N	1° 9' 24,908" E
403	52° 56' 54,755" N	1° 9' 24,108" E
404	52° 56' 54,825" N	1° 9' 22,821" E
405	52° 56' 54,902" N	1° 9' 21,380" E
406	52° 56' 54,954" N	1° 9' 20,542" E
407	52° 56' 54,988" N	1° 9' 19,874" E
408	52° 56' 55,005" N	1° 9' 19,463" E
409	52° 56' 55,021" N	1° 9' 19,228" E
410	52° 56' 55,096" N	1° 9' 18,274" E
411	52° 56' 55,133" N	1° 9' 17,756" E
412	52° 56' 55,159" N	1° 9' 17,538" E
413	52° 56' 55,187" N	1° 9' 17,240" E
414	52° 56' 55,258" N	1° 9' 16,558" E
415	52° 56' 55,336" N	1° 9' 15,883" E
416	52° 56' 55,442" N	1° 9' 14,936" E
417	52° 56' 55,566" N	1° 9' 13,609" E
418	52° 56' 55,689" N	1° 9' 12,143" E
419	52° 56' 55,724" N	1° 9' 11,700" E
420	52° 56' 55,761" N	1° 9' 11,231" E

421	52° 56' 55,789" N	1° 9' 10,675" E
422	52° 56' 55,816" N	1° 9' 10,210" E
423	52° 56' 55,838" N	1° 9' 9,767" E
424	52° 56' 55,855" N	1° 9' 9,204" E
425	52° 56' 55,878" N	1° 9' 8,627" E
426	52° 56' 55,882" N	1° 9' 8,037" E
427	52° 56' 55,885" N	1° 9' 7,479" E
428	52° 56' 55,894" N	1° 9' 6,938" E
429	52° 56' 55,906" N	1° 9' 6,520" E
430	52° 56' 55,940" N	1° 9' 5,589" E
431	52° 56' 55,960" N	1° 9' 4,555" E
432	52° 56' 55,985" N	1° 9' 3,908" E
433	52° 56' 56,007" N	1° 9' 3,035" E
434	52° 56' 56,043" N	1° 9' 2,131" E
435	52° 56' 56,081" N	1° 9' 1,281" E
436	52° 56' 56,125" N	1° 9' 0,426" E
437	52° 56' 56,138" N	1° 9' 0,083" E
438	52° 56' 56,144" N	1° 9' 0,019" E
439	52° 56' 56,142" N	1° 8' 59,955" E
440	52° 56' 56,135" N	1° 8' 59,853" E
441	52° 56' 56,120" N	1° 8' 59,728" E
442	52° 56' 56,115" N	1° 8' 59,685" E
443	52° 56' 56,113" N	1° 8' 59,636" E
444	52° 56' 56,116" N	1° 8' 59,535" E
445	52° 56' 56,126" N	1° 8' 59,396" E
446	52° 56' 56,149" N	1° 8' 59,280" E
447	52° 56' 56,156" N	1° 8' 59,130" E
448	52° 56' 56,160" N	1° 8' 59,023" E
449	52° 56' 56,159" N	1° 8' 58,921" E
450	52° 56' 56,153" N	1° 8' 58,797" E
451	52° 56' 56,149" N	1° 8' 58,711" E
452	52° 56' 56,158" N	1° 8' 58,620" E
453	52° 56' 56,166" N	1° 8' 58,567" E
454	52° 56' 56,177" N	1° 8' 58,514" E
455	52° 56' 56,199" N	1° 8' 58,436" E
456	52° 56' 56,210" N	1° 8' 58,388" E
457	52° 56' 56,221" N	1° 8' 58,336" E
458	52° 56' 56,229" N	1° 8' 58,283" E
459	52° 56' 56,234" N	1° 8' 58,224" E
460	52° 56' 56,236" N	1° 8' 58,154" E
461	52° 56' 56,232" N	1° 8' 58,084" E
462	52° 56' 56,213" N	1° 8' 57,949" E
463	52° 56' 56,196" N	1° 8' 57,851" E
464	52° 56' 56,191" N	1° 8' 57,792" E
465	52° 56' 56,190" N	1° 8' 57,727" E
466	52° 56' 56,192" N	1° 8' 57,652" E
467	52° 56' 56,200" N	1° 8' 57,578" E
468	52° 56' 56,212" N	1° 8' 57,482" E
469	52° 56' 56,230" N	1° 8' 57,392" E
470	52° 56' 56,244" N	1° 8' 57,351" E

471	52° 56' 56,255" N	1° 8' 57,303" E
472	52° 56' 56,267" N	1° 8' 57,218" E
473	52° 56' 56,273" N	1° 8' 57,122" E
474	52° 56' 56,271" N	1° 8' 56,950" E
475	52° 56' 56,256" N	1° 8' 56,751" E
476	52° 56' 56,247" N	1° 8' 56,601" E
477	52° 56' 56,242" N	1° 8' 56,536" E
478	52° 56' 56,244" N	1° 8' 56,472" E
479	52° 56' 56,260" N	1° 8' 56,361" E
480	52° 56' 56,274" N	1° 8' 56,303" E
481	52° 56' 56,285" N	1° 8' 56,239" E
482	52° 56' 56,307" N	1° 8' 56,021" E
483	52° 56' 56,320" N	1° 8' 55,647" E
484	52° 56' 56,327" N	1° 8' 55,080" E
485	52° 56' 56,337" N	1° 8' 54,834" E
486	52° 56' 56,357" N	1° 8' 54,434" E
487	52° 56' 56,378" N	1° 8' 53,980" E
488	52° 56' 56,405" N	1° 8' 53,527" E
489	52° 56' 56,442" N	1° 8' 52,977" E
490	52° 56' 56,474" N	1° 8' 52,583" E
491	52° 56' 56,485" N	1° 8' 52,402" E
492	52° 56' 56,493" N	1° 8' 52,215" E
493	52° 56' 56,496" N	1° 8' 52,018" E
494	52° 56' 56,571" N	1° 8' 50,912" E
495	52° 56' 56,607" N	1° 8' 50,422" E
496	52° 56' 56,644" N	1° 8' 49,931" E
497	52° 56' 56,682" N	1° 8' 49,441" E
498	52° 56' 56,719" N	1° 8' 48,951" E
499	52° 56' 56,755" N	1° 8' 48,460" E
500	52° 56' 56,778" N	1° 8' 48,023" E
501	52° 56' 56,793" N	1° 8' 47,584" E
502	52° 56' 56,804" N	1° 8' 47,144" E
503	52° 56' 56,821" N	1° 8' 46,705" E
504	52° 56' 56,849" N	1° 8' 46,269" E
505	52° 56' 57,031" N	1° 8' 44,094" E
506	52° 56' 57,117" N	1° 8' 43,069" E
507	52° 56' 57,183" N	1° 8' 42,274" E
508	52° 56' 57,208" N	1° 8' 42,038" E
509	52° 56' 57,216" N	1° 8' 41,942" E
510	52° 56' 57,222" N	1° 8' 41,846" E
511	52° 56' 57,222" N	1° 8' 41,826" E
512	52° 56' 57,242" N	1° 8' 41,608" E
513	52° 56' 57,243" N	1° 8' 41,601" E
514	52° 56' 57,276" N	1° 8' 41,405" E
515	52° 56' 57,304" N	1° 8' 41,209" E
516	52° 56' 57,335" N	1° 8' 40,949" E
517	52° 56' 57,367" N	1° 8' 40,652" E
518	52° 56' 57,390" N	1° 8' 40,348" E
519	52° 56' 57,409" N	1° 8' 40,076" E
520	52° 56' 57,426" N	1° 8' 39,917" E

521	52° 56' 57,434" N	1° 8' 39,811" E
522	52° 56' 57,442" N	1° 8' 39,576" E
523	52° 56' 57,443" N	1° 8' 39,487" E
524	52° 56' 57,471" N	1° 8' 39,155" E
525	52° 56' 57,517" N	1° 8' 38,578" E
526	52° 56' 57,560" N	1° 8' 37,999" E
527	52° 56' 57,601" N	1° 8' 37,421" E
528	52° 56' 57,628" N	1° 8' 36,995" E
529	52° 56' 57,651" N	1° 8' 36,569" E
530	52° 56' 57,673" N	1° 8' 36,143" E
531	52° 56' 57,696" N	1° 8' 35,716" E
532	52° 56' 57,723" N	1° 8' 35,291" E
533	52° 56' 57,756" N	1° 8' 34,877" E
534	52° 56' 57,791" N	1° 8' 34,520" E
535	52° 56' 57,805" N	1° 8' 34,405" E
536	52° 56' 57,833" N	1° 8' 34,187" E
537	52° 56' 57,854" N	1° 8' 33,996" E
538	52° 56' 57,876" N	1° 8' 33,767" E
539	52° 56' 57,909" N	1° 8' 33,475" E
540	52° 56' 57,937" N	1° 8' 33,262" E
541	52° 56' 57,958" N	1° 8' 33,060" E
542	52° 56' 57,974" N	1° 8' 32,825" E
543	52° 56' 57,988" N	1° 8' 32,547" E
544	52° 56' 57,996" N	1° 8' 32,371" E
545	52° 56' 58,009" N	1° 8' 32,099" E
546	52° 56' 58,026" N	1° 8' 31,698" E
547	52° 56' 58,053" N	1° 8' 31,164" E
548	52° 56' 58,091" N	1° 8' 30,706" E
549	52° 56' 58,128" N	1° 8' 30,178" E
550	52° 56' 58,173" N	1° 8' 29,592" E
551	52° 56' 58,219" N	1° 8' 29,048" E
552	52° 56' 58,278" N	1° 8' 28,431" E
553	52° 56' 58,343" N	1° 8' 27,669" E
554	52° 56' 58,359" N	1° 8' 27,381" E
555	52° 56' 58,372" N	1° 8' 27,216" E
556	52° 56' 58,390" N	1° 8' 26,964" E
557	52° 56' 58,392" N	1° 8' 26,912" E
558	52° 56' 58,403" N	1° 8' 26,797" E
559	52° 56' 58,398" N	1° 8' 26,780" E
560	52° 56' 57,591" N	1° 8' 23,453" E
561	52° 56' 57,607" N	1° 8' 23,312" E
562	52° 56' 57,696" N	1° 8' 22,616" E
563	52° 56' 57,819" N	1° 8' 21,510" E
564	52° 56' 58,021" N	1° 8' 19,543" E
565	52° 56' 58,156" N	1° 8' 18,267" E
566	52° 56' 58,293" N	1° 8' 16,991" E
567	52° 56' 58,371" N	1° 8' 16,290" E
568	52° 56' 58,452" N	1° 8' 15,590" E
569	52° 56' 58,533" N	1° 8' 14,889" E
570	52° 56' 58,611" N	1° 8' 14,188" E

571	52° 56' 58,684" N	1° 8' 13,438" E
572	52° 56' 58,747" N	1° 8' 12,686" E
573	52° 56' 58,808" N	1° 8' 11,957" E
574	52° 56' 58,817" N	1° 8' 11,966" E
575	52° 56' 58,840" N	1° 8' 11,992" E
576	52° 56' 59,726" N	1° 8' 12,960" E
577	52° 57' 0,102" N	1° 8' 13,371" E
578	52° 57' 8,134" N	1° 8' 22,147" E
579	52° 57' 14,357" N	1° 8' 25,824" E
580	52° 57' 22,662" N	1° 8' 28,252" E
581	52° 57' 40,113" N	1° 8' 33,188" E
582	52° 57' 42,426" N	1° 8' 35,383" E
583	52° 57' 52,102" N	1° 8' 56,636" E
584	52° 58' 16,245" N	1° 10' 2,679" E
585	52° 58' 41,839" N	1° 10' 38,668" E
586	52° 59' 7,430" N	1° 11' 14,669" E
587	52° 59' 42,249" N	1° 12' 2,219" E
588	53° 0' 17,064" N	1° 12' 49,789" E
589	53° 0' 35,405" N	1° 13' 4,931" E
590	53° 0' 57,553" N	1° 13' 25,221" E
591	53° 1' 22,451" N	1° 13' 58,051" E
592	53° 1' 27,774" N	1° 14' 5,055" E
593	53° 1' 30,435" N	1° 14' 8,557" E
594	53° 1' 31,101" N	1° 14' 9,432" E
595	53° 1' 31,267" N	1° 14' 9,651" E
596	53° 1' 31,350" N	1° 14' 9,760" E
597	53° 1' 31,433" N	1° 14' 9,870" E
598	53° 1' 31,766" N	1° 14' 10,308" E
599	53° 1' 33,097" N	1° 14' 12,058" E
600	53° 1' 43,742" N	1° 14' 26,066" E
601	53° 1' 54,320" N	1° 14' 36,758" E
602	53° 1' 59,354" N	1° 14' 39,959" E
603	53° 1' 59,983" N	1° 14' 40,359" E
604	53° 2' 0,613" N	1° 14' 40,760" E
605	53° 2' 1,871" N	1° 14' 41,560" E
606	53° 2' 4,388" N	1° 14' 43,161" E
607	53° 2' 14,457" N	1° 14' 49,564" E
608	53° 3' 4,871" N	1° 15' 12,274" E
609	53° 4' 0,089" N	1° 15' 35,690" E
610	53° 4' 23,250" N	1° 15' 46,786" E
611	53° 5' 0,996" N	1° 15' 11,113" E
612	53° 5' 20,705" N	1° 14' 48,183" E
613	53° 5' 33,957" N	1° 13' 54,955" E
614	53° 5' 47,202" N	1° 13' 1,718" E
615	53° 5' 47,266" N	1° 13' 1,677" E
616	53° 5' 47,540" N	1° 13' 1,498" E
617	53° 5' 47,545" N	1° 13' 1,495" E
618	53° 5' 50,444" N	1° 12' 59,604" E
619	53° 5' 50,506" N	1° 12' 59,565" E
620	53° 6' 19,018" N	1° 12' 40,975" E

621	53° 6' 19,097" N	1° 12' 40,924" E
622	53° 6' 43,080" N	1° 12' 25,287" E
623	53° 7' 12,739" N	1° 12' 5,962" E
624	53° 7' 42,397" N	1° 11' 46,630" E
625	53° 7' 49,968" N	1° 11' 41,694" E
626	53° 10' 14,683" N	1° 12' 33,700" E
627	53° 11' 24,043" N	1° 12' 55,421" E
628	53° 12' 33,402" N	1° 13' 17,161" E
629	53° 13' 42,760" N	1° 13' 38,920" E
630	53° 14' 52,117" N	1° 14' 0,698" E
631	53° 16' 1,472" N	1° 14' 22,495" E
632	53° 17' 10,827" N	1° 14' 44,310" E
633	53° 18' 20,180" N	1° 15' 6,145" E
634	53° 19' 29,532" N	1° 15' 27,998" E
635	53° 20' 0,390" N	1° 14' 40,388" E
636	53° 19' 31,548" N	1° 13' 30,141" E
637	53° 19' 2,699" N	1° 12' 19,932" E
638	53° 19' 34,347" N	1° 11' 47,739" E
639	53° 20' 5,992" N	1° 11' 15,533" E
640	53° 20' 37,635" N	1° 10' 43,313" E
641	53° 21' 9,275" N	1° 10' 11,081" E
642	53° 21' 9,340" N	1° 11' 6,237" E
643	53° 21' 9,399" N	1° 12' 1,393" E
644	53° 21' 9,451" N	1° 12' 56,550" E
645	53° 21' 9,495" N	1° 13' 51,706" E
646	53° 21' 9,533" N	1° 14' 46,863" E
647	53° 21' 9,563" N	1° 15' 42,020" E
648	53° 21' 9,584" N	1° 16' 30,130" E
649	53° 21' 9,583" N	1° 16' 30,130" E
650	53° 21' 9,154" N	1° 16' 30,119" E
651	53° 21' 9,154" N	1° 16' 30,119" E
652	53° 21' 7,951" N	1° 16' 30,117" E
653	53° 21' 6,749" N	1° 16' 30,154" E
654	53° 21' 5,547" N	1° 16' 30,232" E
655	53° 21' 4,347" N	1° 16' 30,350" E
656	53° 21' 3,148" N	1° 16' 30,509" E
657	53° 21' 1,951" N	1° 16' 30,707" E
658	53° 21' 0,757" N	1° 16' 30,946" E
659	53° 20' 59,788" N	1° 16' 31,170" E
660	53° 20' 58,820" N	1° 16' 31,420" E
661	53° 20' 57,856" N	1° 16' 31,697" E
662	53° 20' 56,894" N	1° 16' 32,000" E
663	53° 20' 55,676" N	1° 16' 32,423" E
664	53° 20' 54,464" N	1° 16' 32,887" E
665	53° 20' 53,258" N	1° 16' 33,394" E
666	53° 20' 52,058" N	1° 16' 33,943" E
667	53° 20' 50,866" N	1° 16' 34,533" E
668	53° 20' 49,681" N	1° 16' 35,164" E
669	53° 20' 48,504" N	1° 16' 35,836" E
670	53° 20' 47,335" N	1° 16' 36,549" E

671	53° 20' 46,176" N	1° 16' 37,302" E
672	53° 20' 45,027" N	1° 16' 38,095" E
673	53° 20' 43,887" N	1° 16' 38,928" E
674	53° 20' 42,759" N	1° 16' 39,800" E
675	53° 20' 41,641" N	1° 16' 40,711" E
676	53° 20' 40,535" N	1° 16' 41,661" E
677	53° 20' 39,440" N	1° 16' 42,649" E
678	53° 20' 38,359" N	1° 16' 43,674" E
679	53° 20' 37,290" N	1° 16' 44,737" E
680	53° 20' 36,235" N	1° 16' 45,837" E
681	53° 20' 35,193" N	1° 16' 46,973" E
682	53° 20' 34,166" N	1° 16' 48,145" E
683	53° 20' 33,154" N	1° 16' 49,352" E
684	53° 20' 32,157" N	1° 16' 50,594" E
685	53° 20' 31,175" N	1° 16' 51,870" E
686	53° 20' 30,210" N	1° 16' 53,181" E
687	53° 20' 29,261" N	1° 16' 54,524" E
688	53° 20' 28,329" N	1° 16' 55,900" E
689	53° 20' 27,414" N	1° 16' 57,308" E
690	53° 20' 26,517" N	1° 16' 58,747" E
691	53° 20' 25,638" N	1° 17' 0,217" E
692	53° 20' 24,777" N	1° 17' 1,717" E
693	53° 20' 23,936" N	1° 17' 3,247" E
694	53° 20' 23,113" N	1° 17' 4,805" E
695	53° 20' 22,310" N	1° 17' 6,392" E
696	53° 20' 21,527" N	1° 17' 8,006" E
697	53° 20' 20,764" N	1° 17' 9,647" E
698	53° 20' 20,022" N	1° 17' 11,314" E
699	53° 20' 19,300" N	1° 17' 13,007" E
700	53° 20' 18,600" N	1° 17' 14,724" E
701	53° 20' 17,921" N	1° 17' 16,465" E
702	53° 20' 17,264" N	1° 17' 18,229" E
703	53° 20' 16,628" N	1° 17' 20,016" E
704	53° 20' 16,016" N	1° 17' 21,824" E
705	53° 20' 15,425" N	1° 17' 23,653" E
706	53° 20' 14,858" N	1° 17' 25,502" E
707	53° 20' 14,314" N	1° 17' 27,370" E
708	53° 20' 13,793" N	1° 17' 29,257" E
709	53° 20' 13,295" N	1° 17' 31,161" E
710	53° 20' 12,822" N	1° 17' 33,083" E
711	53° 20' 12,372" N	1° 17' 35,020" E
712	53° 20' 11,947" N	1° 17' 36,972" E
713	53° 20' 11,545" N	1° 17' 38,939" E
714	53° 20' 11,169" N	1° 17' 40,919" E
715	53° 20' 10,817" N	1° 17' 42,912" E
716	53° 20' 10,489" N	1° 17' 44,917" E
717	53° 20' 10,187" N	1° 17' 46,932" E
718	53° 20' 9,910" N	1° 17' 48,958" E
719	53° 20' 9,658" N	1° 17' 50,992" E
720	53° 20' 9,431" N	1° 17' 53,035" E

721	53° 20' 9,230" N	1° 17' 55,086" E
722	53° 20' 9,055" N	1° 17' 57,143" E
723	53° 20' 8,904" N	1° 17' 59,205" E
724	53° 20' 8,780" N	1° 18' 1,273" E
725	53° 20' 8,681" N	1° 18' 3,344" E
726	53° 20' 8,608" N	1° 18' 5,418" E
727	53° 20' 8,561" N	1° 18' 7,495" E
728	53° 20' 8,539" N	1° 18' 9,572" E
729	53° 20' 8,544" N	1° 18' 11,650" E
730	53° 20' 8,574" N	1° 18' 13,727" E
731	53° 20' 8,630" N	1° 18' 15,803" E
732	53° 20' 8,711" N	1° 18' 17,876" E
733	53° 20' 8,819" N	1° 18' 19,946" E
734	53° 20' 8,952" N	1° 18' 22,012" E
735	53° 20' 9,111" N	1° 18' 24,073" E
736	53° 20' 9,295" N	1° 18' 26,128" E
737	53° 20' 9,505" N	1° 18' 28,176" E
738	53° 20' 9,740" N	1° 18' 30,216" E
739	53° 20' 10,000" N	1° 18' 32,248" E
740	53° 20' 10,286" N	1° 18' 34,270" E
741	53° 20' 10,597" N	1° 18' 36,282" E
742	53° 20' 10,932" N	1° 18' 38,283" E
743	53° 20' 11,292" N	1° 18' 40,271" E
744	53° 20' 11,677" N	1° 18' 42,247" E
745	53° 20' 12,087" N	1° 18' 44,209" E
746	53° 20' 12,521" N	1° 18' 46,157" E
747	53° 20' 12,978" N	1° 18' 48,089" E
748	53° 20' 13,460" N	1° 18' 50,004" E
749	53° 20' 13,965" N	1° 18' 51,903" E
750	53° 20' 14,494" N	1° 18' 53,784" E
751	53° 20' 15,046" N	1° 18' 55,646" E
752	53° 20' 15,621" N	1° 18' 57,488" E
753	53° 20' 16,219" N	1° 18' 59,310" E
754	53° 20' 16,839" N	1° 19' 1,111" E
755	53° 20' 17,482" N	1° 19' 2,890" E
756	53° 20' 18,146" N	1° 19' 4,647" E
757	53° 20' 18,833" N	1° 19' 6,380" E
758	53° 20' 19,540" N	1° 19' 8,089" E
759	53° 20' 20,269" N	1° 19' 9,773" E
760	53° 20' 21,018" N	1° 19' 11,431" E
761	53° 20' 21,788" N	1° 19' 13,063" E
762	53° 20' 22,578" N	1° 19' 14,668" E
763	53° 20' 23,387" N	1° 19' 16,246" E
764	53° 20' 24,217" N	1° 19' 17,795" E
765	53° 20' 25,065" N	1° 19' 19,314" E
766	53° 20' 25,931" N	1° 19' 20,805" E
767	53° 20' 26,817" N	1° 19' 22,264" E
768	53° 20' 27,720" N	1° 19' 23,693" E
769	53° 20' 28,640" N	1° 19' 25,090" E
770	53° 20' 29,578" N	1° 19' 26,455" E



771	53° 20' 30,533" N	1° 19' 27,787" E
772	53° 20' 31,503" N	1° 19' 29,086" E
773	53° 20' 32,490" N	1° 19' 30,351" E
774	53° 20' 33,492" N	1° 19' 31,582" E
775	53° 20' 34,510" N	1° 19' 32,777" E
776	53° 20' 35,542" N	1° 19' 33,937" E
777	53° 20' 36,588" N	1° 19' 35,061" E
778	53° 20' 37,648" N	1° 19' 36,148" E
779	53° 20' 38,721" N	1° 19' 37,198" E
780	53° 20' 39,807" N	1° 19' 38,211" E
781	53° 20' 40,905" N	1° 19' 39,186" E
782	53° 20' 42,015" N	1° 19' 40,123" E
783	53° 20' 43,137" N	1° 19' 41,021" E
784	53° 20' 44,269" N	1° 19' 41,880" E
785	53° 20' 45,412" N	1° 19' 42,700" E
786	53° 20' 46,565" N	1° 19' 43,480" E
787	53° 20' 47,727" N	1° 19' 44,219" E
788	53° 20' 48,899" N	1° 19' 44,918" E
789	53° 20' 50,078" N	1° 19' 45,577" E
790	53° 20' 51,266" N	1° 19' 46,194" E
791	53° 20' 52,461" N	1° 19' 46,770" E
792	53° 20' 53,663" N	1° 19' 47,305" E
793	53° 20' 54,871" N	1° 19' 47,797" E
794	53° 20' 56,085" N	1° 19' 48,248" E
795	53° 20' 57,304" N	1° 19' 48,657" E
796	53° 20' 58,529" N	1° 19' 49,023" E
797	53° 20' 59,757" N	1° 19' 49,346" E
798	53° 21' 0,989" N	1° 19' 49,627" E
799	53° 21' 2,225" N	1° 19' 49,865" E
800	53° 21' 3,463" N	1° 19' 50,061" E
801	53° 21' 4,703" N	1° 19' 50,213" E
802	53° 21' 5,945" N	1° 19' 50,322" E
803	53° 21' 7,189" N	1° 19' 50,388" E
804	53° 21' 8,432" N	1° 19' 50,411" E
805	53° 21' 9,676" N	1° 19' 50,391" E
806	53° 21' 10,919" N	1° 19' 50,327" E
807	53° 21' 12,161" N	1° 19' 50,221" E
808	53° 21' 13,401" N	1° 19' 50,072" E
809	53° 21' 14,640" N	1° 19' 49,879" E
810	53° 21' 15,875" N	1° 19' 49,644" E
811	53° 21' 17,108" N	1° 19' 49,365" E
812	53° 21' 18,337" N	1° 19' 49,044" E
813	53° 21' 19,561" N	1° 19' 48,681" E
814	53° 21' 20,781" N	1° 19' 48,275" E
815	53° 21' 21,995" N	1° 19' 47,827" E
816	53° 21' 23,204" N	1° 19' 47,337" E
817	53° 21' 24,406" N	1° 19' 46,805" E
818	53° 21' 27,180" N	1° 20' 4,816" E
819	53° 21' 37,414" N	1° 21' 11,318" E
820	53° 21' 47,638" N	1° 22' 17,828" E

821	53° 21' 57,851" N	1° 23' 24,348" E
822	53° 21' 25,995" N	1° 23' 42,880" E

6. The grid coordinates for that part of the authorised project comprising Work Nos. 3C, 4C, 5C and 7C are specified below—

<i>Point ID</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 10' 33,834" N	1° 13' 37,234" E
2	53° 9' 56,800" N	1° 14' 32,527" E
3	53° 10' 15,091" N	1° 15' 51,276" E
4	53° 10' 33,368" N	1° 17' 10,043" E
5	53° 10' 51,630" N	1° 18' 28,829" E
6	53° 11' 9,878" N	1° 19' 47,634" E
7	53° 11' 28,112" N	1° 21' 6,458" E
8	53° 11' 46,331" N	1° 22' 25,301" E
9	53° 12' 4,536" N	1° 23' 44,163" E
10	53° 12' 22,727" N	1° 25' 3,043" E
11	53° 12' 35,764" N	1° 25' 45,404" E
12	53° 12' 13,889" N	1° 25' 43,653" E
13	53° 12' 10,720" N	1° 25' 29,896" E
14	53° 11' 51,377" N	1° 24' 6,228" E
15	53° 11' 32,018" N	1° 22' 42,581" E
16	53° 11' 12,643" N	1° 21' 18,956" E
17	53° 10' 53,251" N	1° 19' 55,352" E
18	53° 10' 33,844" N	1° 18' 31,769" E
19	53° 10' 14,420" N	1° 17' 8,207" E
20	53° 9' 54,980" N	1° 15' 44,667" E
21	53° 9' 35,524" N	1° 14' 21,148" E
22	53° 9' 4,437" N	1° 15' 9,684" E
23	53° 8' 33,344" N	1° 15' 58,201" E
24	53° 8' 2,245" N	1° 16' 46,699" E
25	53° 7' 31,141" N	1° 17' 35,177" E
26	53° 7' 12,187" N	1° 18' 5,637" E
27	53° 6' 40,142" N	1° 17' 46,074" E
28	53° 6' 8,096" N	1° 17' 26,519" E
29	53° 5' 53,359" N	1° 17' 17,530" E
30	53° 5' 36,048" N	1° 17' 6,972" E
31	53° 5' 4,000" N	1° 16' 47,433" E
32	53° 5' 3,998" N	1° 16' 47,439" E
33	53° 4' 48,834" N	1° 16' 40,042" E
34	53° 4' 23,756" N	1° 16' 27,812" E
35	53° 3' 39,216" N	1° 16' 5,715" E
36	53° 3' 4,285" N	1° 15' 45,012" E
37	53° 2' 42,819" N	1° 15' 34,383" E
38	53° 2' 18,678" N	1° 15' 22,981" E
39	53° 2' 4,608" N	1° 15' 14,913" E
40	53° 2' 1,090" N	1° 15' 12,896" E
41	53° 2' 0,211" N	1° 15' 12,392" E
42	53° 1' 59,991" N	1° 15' 12,266" E
43	53° 1' 59,771" N	1° 15' 12,140" E
44	53° 1' 59,331" N	1° 15' 11,888" E

45	53° 1' 57,573" N	1° 15' 10,880" E
46	53° 1' 50,538" N	1° 15' 6,846" E
47	53° 1' 36,320" N	1° 15' 7,829" E
48	53° 1' 32,765" N	1° 15' 8,074" E
49	53° 1' 31,876" N	1° 15' 8,136" E
50	53° 1' 31,432" N	1° 15' 8,167" E
51	53° 1' 31,321" N	1° 15' 8,174" E
52	53° 1' 31,210" N	1° 15' 8,182" E
53	53° 1' 30,988" N	1° 15' 8,197" E
54	53° 1' 29,210" N	1° 15' 8,320" E
55	53° 1' 22,101" N	1° 15' 8,812" E
56	53° 1' 9,264" N	1° 14' 55,002" E
57	53° 0' 53,523" N	1° 14' 34,350" E
58	53° 0' 37,631" N	1° 14' 15,360" E
59	53° 0' 19,626" N	1° 13' 59,138" E
60	53° 0' 4,888" N	1° 13' 45,462" E
61	52° 59' 45,135" N	1° 13' 20,396" E
62	52° 59' 8,327" N	1° 12' 31,064" E
63	52° 58' 31,514" N	1° 11' 41,754" E
64	52° 58' 3,439" N	1° 11' 1,017" E
65	52° 57' 35,361" N	1° 10' 20,295" E
66	52° 56' 54,694" N	1° 9' 27,639" E
67	52° 56' 54,694" N	1° 9' 27,604" E
68	52° 56' 54,690" N	1° 9' 27,438" E
69	52° 56' 54,680" N	1° 9' 27,273" E
70	52° 56' 54,664" N	1° 9' 27,109" E
71	52° 56' 54,643" N	1° 9' 26,945" E
72	52° 56' 54,630" N	1° 9' 26,860" E
73	52° 56' 54,631" N	1° 9' 26,827" E
74	52° 56' 54,664" N	1° 9' 25,966" E
75	52° 56' 54,694" N	1° 9' 25,197" E
76	52° 56' 54,708" N	1° 9' 24,908" E
77	52° 56' 54,755" N	1° 9' 24,108" E
78	52° 56' 54,825" N	1° 9' 22,821" E
79	52° 56' 54,902" N	1° 9' 21,380" E
80	52° 56' 54,954" N	1° 9' 20,542" E
81	52° 56' 54,988" N	1° 9' 19,874" E
82	52° 56' 55,005" N	1° 9' 19,463" E
83	52° 56' 55,021" N	1° 9' 19,228" E
84	52° 56' 55,096" N	1° 9' 18,274" E
85	52° 56' 55,133" N	1° 9' 17,756" E
86	52° 56' 55,159" N	1° 9' 17,538" E
87	52° 56' 55,187" N	1° 9' 17,240" E
88	52° 56' 55,258" N	1° 9' 16,558" E
89	52° 56' 55,336" N	1° 9' 15,883" E
90	52° 56' 55,442" N	1° 9' 14,936" E
91	52° 56' 55,566" N	1° 9' 13,609" E
92	52° 56' 55,689" N	1° 9' 12,143" E
93	52° 56' 55,724" N	1° 9' 11,700" E
94	52° 56' 55,761" N	1° 9' 11,231" E

95	52° 56' 55,789" N	1° 9' 10,675" E
96	52° 56' 55,816" N	1° 9' 10,210" E
97	52° 56' 55,838" N	1° 9' 9,767" E
98	52° 56' 55,855" N	1° 9' 9,204" E
99	52° 56' 55,878" N	1° 9' 8,627" E
100	52° 56' 55,882" N	1° 9' 8,037" E
101	52° 56' 55,885" N	1° 9' 7,479" E
102	52° 56' 55,894" N	1° 9' 6,938" E
103	52° 56' 55,906" N	1° 9' 6,520" E
104	52° 56' 55,940" N	1° 9' 5,589" E
105	52° 56' 55,960" N	1° 9' 4,555" E
106	52° 56' 55,985" N	1° 9' 3,908" E
107	52° 56' 56,007" N	1° 9' 3,035" E
108	52° 56' 56,043" N	1° 9' 2,131" E
109	52° 56' 56,081" N	1° 9' 1,281" E
110	52° 56' 56,125" N	1° 9' 0,426" E
111	52° 56' 56,138" N	1° 9' 0,083" E
112	52° 56' 56,144" N	1° 9' 0,019" E
113	52° 56' 56,142" N	1° 8' 59,955" E
114	52° 56' 56,135" N	1° 8' 59,853" E
115	52° 56' 56,120" N	1° 8' 59,728" E
116	52° 56' 56,115" N	1° 8' 59,685" E
117	52° 56' 56,113" N	1° 8' 59,636" E
118	52° 56' 56,116" N	1° 8' 59,535" E
119	52° 56' 56,126" N	1° 8' 59,396" E
120	52° 56' 56,149" N	1° 8' 59,280" E
121	52° 56' 56,156" N	1° 8' 59,130" E
122	52° 56' 56,160" N	1° 8' 59,023" E
123	52° 56' 56,159" N	1° 8' 58,921" E
124	52° 56' 56,153" N	1° 8' 58,797" E
125	52° 56' 56,149" N	1° 8' 58,711" E
126	52° 56' 56,158" N	1° 8' 58,620" E
127	52° 56' 56,166" N	1° 8' 58,567" E
128	52° 56' 56,177" N	1° 8' 58,514" E
129	52° 56' 56,199" N	1° 8' 58,436" E
130	52° 56' 56,210" N	1° 8' 58,388" E
131	52° 56' 56,221" N	1° 8' 58,336" E
132	52° 56' 56,229" N	1° 8' 58,283" E
133	52° 56' 56,234" N	1° 8' 58,224" E
134	52° 56' 56,236" N	1° 8' 58,154" E
135	52° 56' 56,232" N	1° 8' 58,084" E
136	52° 56' 56,213" N	1° 8' 57,949" E
137	52° 56' 56,196" N	1° 8' 57,851" E
138	52° 56' 56,191" N	1° 8' 57,792" E
139	52° 56' 56,190" N	1° 8' 57,727" E
140	52° 56' 56,192" N	1° 8' 57,652" E
141	52° 56' 56,200" N	1° 8' 57,578" E
142	52° 56' 56,212" N	1° 8' 57,482" E
143	52° 56' 56,230" N	1° 8' 57,392" E
144	52° 56' 56,244" N	1° 8' 57,351" E

145	52° 56' 56,255" N	1° 8' 57,303" E
146	52° 56' 56,267" N	1° 8' 57,218" E
147	52° 56' 56,273" N	1° 8' 57,122" E
148	52° 56' 56,271" N	1° 8' 56,950" E
149	52° 56' 56,256" N	1° 8' 56,751" E
150	52° 56' 56,247" N	1° 8' 56,601" E
151	52° 56' 56,242" N	1° 8' 56,536" E
152	52° 56' 56,244" N	1° 8' 56,472" E
153	52° 56' 56,260" N	1° 8' 56,361" E
154	52° 56' 56,274" N	1° 8' 56,303" E
155	52° 56' 56,285" N	1° 8' 56,239" E
156	52° 56' 56,307" N	1° 8' 56,021" E
157	52° 56' 56,320" N	1° 8' 55,647" E
158	52° 56' 56,327" N	1° 8' 55,080" E
159	52° 56' 56,337" N	1° 8' 54,834" E
160	52° 56' 56,357" N	1° 8' 54,434" E
161	52° 56' 56,378" N	1° 8' 53,980" E
162	52° 56' 56,405" N	1° 8' 53,527" E
163	52° 56' 56,442" N	1° 8' 52,977" E
164	52° 56' 56,474" N	1° 8' 52,583" E
165	52° 56' 56,485" N	1° 8' 52,402" E
166	52° 56' 56,493" N	1° 8' 52,215" E
167	52° 56' 56,496" N	1° 8' 52,018" E
168	52° 56' 56,571" N	1° 8' 50,912" E
169	52° 56' 56,607" N	1° 8' 50,422" E
170	52° 56' 56,644" N	1° 8' 49,931" E
171	52° 56' 56,682" N	1° 8' 49,441" E
172	52° 56' 56,719" N	1° 8' 48,951" E
173	52° 56' 56,755" N	1° 8' 48,460" E
174	52° 56' 56,778" N	1° 8' 48,023" E
175	52° 56' 56,793" N	1° 8' 47,584" E
176	52° 56' 56,804" N	1° 8' 47,144" E
177	52° 56' 56,821" N	1° 8' 46,705" E
178	52° 56' 56,849" N	1° 8' 46,269" E
179	52° 56' 57,031" N	1° 8' 44,094" E
180	52° 56' 57,117" N	1° 8' 43,069" E
181	52° 56' 57,183" N	1° 8' 42,274" E
182	52° 56' 57,208" N	1° 8' 42,038" E
183	52° 56' 57,216" N	1° 8' 41,942" E
184	52° 56' 57,222" N	1° 8' 41,846" E
185	52° 56' 57,222" N	1° 8' 41,826" E
186	52° 56' 57,242" N	1° 8' 41,608" E
187	52° 56' 57,243" N	1° 8' 41,601" E
188	52° 56' 57,276" N	1° 8' 41,405" E
189	52° 56' 57,304" N	1° 8' 41,209" E
190	52° 56' 57,335" N	1° 8' 40,949" E
191	52° 56' 57,367" N	1° 8' 40,652" E
192	52° 56' 57,390" N	1° 8' 40,348" E
193	52° 56' 57,409" N	1° 8' 40,076" E
194	52° 56' 57,426" N	1° 8' 39,917" E

195	52° 56' 57,434" N	1° 8' 39,811" E
196	52° 56' 57,442" N	1° 8' 39,576" E
197	52° 56' 57,443" N	1° 8' 39,487" E
198	52° 56' 57,471" N	1° 8' 39,155" E
199	52° 56' 57,517" N	1° 8' 38,578" E
200	52° 56' 57,560" N	1° 8' 37,999" E
201	52° 56' 57,601" N	1° 8' 37,421" E
202	52° 56' 57,628" N	1° 8' 36,995" E
203	52° 56' 57,651" N	1° 8' 36,569" E
204	52° 56' 57,673" N	1° 8' 36,143" E
205	52° 56' 57,696" N	1° 8' 35,716" E
206	52° 56' 57,723" N	1° 8' 35,291" E
207	52° 56' 57,756" N	1° 8' 34,877" E
208	52° 56' 57,791" N	1° 8' 34,520" E
209	52° 56' 57,805" N	1° 8' 34,405" E
210	52° 56' 57,833" N	1° 8' 34,187" E
211	52° 56' 57,854" N	1° 8' 33,996" E
212	52° 56' 57,876" N	1° 8' 33,767" E
213	52° 56' 57,909" N	1° 8' 33,475" E
214	52° 56' 57,937" N	1° 8' 33,262" E
215	52° 56' 57,958" N	1° 8' 33,060" E
216	52° 56' 57,974" N	1° 8' 32,825" E
217	52° 56' 57,988" N	1° 8' 32,547" E
218	52° 56' 57,996" N	1° 8' 32,371" E
219	52° 56' 58,009" N	1° 8' 32,099" E
220	52° 56' 58,026" N	1° 8' 31,698" E
221	52° 56' 58,053" N	1° 8' 31,164" E
222	52° 56' 58,091" N	1° 8' 30,706" E
223	52° 56' 58,128" N	1° 8' 30,178" E
224	52° 56' 58,173" N	1° 8' 29,592" E
225	52° 56' 58,219" N	1° 8' 29,048" E
226	52° 56' 58,278" N	1° 8' 28,431" E
227	52° 56' 58,343" N	1° 8' 27,669" E
228	52° 56' 58,359" N	1° 8' 27,381" E
229	52° 56' 58,372" N	1° 8' 27,216" E
230	52° 56' 58,390" N	1° 8' 26,964" E
231	52° 56' 58,392" N	1° 8' 26,912" E
232	52° 56' 58,403" N	1° 8' 26,797" E
233	52° 56' 58,398" N	1° 8' 26,780" E
234	52° 56' 57,591" N	1° 8' 23,453" E
235	52° 56' 57,607" N	1° 8' 23,312" E
236	52° 56' 57,696" N	1° 8' 22,616" E
237	52° 56' 57,819" N	1° 8' 21,510" E
238	52° 56' 58,021" N	1° 8' 19,543" E
239	52° 56' 58,156" N	1° 8' 18,267" E
240	52° 56' 58,293" N	1° 8' 16,991" E
241	52° 56' 58,371" N	1° 8' 16,290" E
242	52° 56' 58,452" N	1° 8' 15,590" E
243	52° 56' 58,533" N	1° 8' 14,889" E
244	52° 56' 58,611" N	1° 8' 14,188" E

245	52° 56' 58,684" N	1° 8' 13,438" E
246	52° 56' 58,747" N	1° 8' 12,686" E
247	52° 56' 58,808" N	1° 8' 11,957" E
248	52° 56' 58,817" N	1° 8' 11,966" E
249	52° 56' 58,840" N	1° 8' 11,992" E
250	52° 56' 59,726" N	1° 8' 12,960" E
251	52° 57' 0,102" N	1° 8' 13,371" E
252	52° 57' 8,134" N	1° 8' 22,147" E
253	52° 57' 14,357" N	1° 8' 25,824" E
254	52° 57' 22,662" N	1° 8' 28,252" E
255	52° 57' 40,113" N	1° 8' 33,188" E
256	52° 57' 42,426" N	1° 8' 35,383" E
257	52° 57' 52,102" N	1° 8' 56,636" E
258	52° 58' 16,245" N	1° 10' 2,679" E
259	52° 58' 41,839" N	1° 10' 38,668" E
260	52° 59' 7,430" N	1° 11' 14,669" E
261	52° 59' 42,249" N	1° 12' 2,219" E
262	53° 0' 17,064" N	1° 12' 49,789" E
263	53° 0' 35,405" N	1° 13' 4,931" E
264	53° 0' 57,553" N	1° 13' 25,221" E
265	53° 1' 22,451" N	1° 13' 58,051" E
266	53° 1' 27,774" N	1° 14' 5,055" E
267	53° 1' 30,435" N	1° 14' 8,557" E
268	53° 1' 31,101" N	1° 14' 9,432" E
269	53° 1' 31,267" N	1° 14' 9,651" E
270	53° 1' 31,350" N	1° 14' 9,760" E
271	53° 1' 31,433" N	1° 14' 9,870" E
272	53° 1' 31,766" N	1° 14' 10,308" E
273	53° 1' 33,097" N	1° 14' 12,058" E
274	53° 1' 43,742" N	1° 14' 26,066" E
275	53° 1' 54,320" N	1° 14' 36,758" E
276	53° 1' 59,354" N	1° 14' 39,959" E
277	53° 1' 59,983" N	1° 14' 40,359" E
278	53° 2' 0,613" N	1° 14' 40,760" E
279	53° 2' 1,871" N	1° 14' 41,560" E
280	53° 2' 4,388" N	1° 14' 43,161" E
281	53° 2' 14,457" N	1° 14' 49,564" E
282	53° 3' 4,871" N	1° 15' 12,274" E
283	53° 4' 0,089" N	1° 15' 35,690" E
284	53° 4' 23,250" N	1° 15' 46,786" E
285	53° 5' 0,996" N	1° 15' 11,113" E
286	53° 5' 20,705" N	1° 14' 48,183" E
287	53° 5' 33,957" N	1° 13' 54,955" E
288	53° 5' 47,202" N	1° 13' 1,718" E
289	53° 5' 47,266" N	1° 13' 1,677" E
290	53° 5' 47,266" N	1° 13' 1,676" E
291	53° 5' 47,540" N	1° 13' 1,498" E
292	53° 5' 47,545" N	1° 13' 1,495" E
293	53° 5' 50,444" N	1° 12' 59,604" E
294	53° 5' 50,506" N	1° 12' 59,565" E

295	53° 6' 19,018" N	1° 12' 40,975" E
296	53° 6' 19,097" N	1° 12' 40,924" E
297	53° 6' 42,962" N	1° 12' 25,364" E
298	53° 6' 43,080" N	1° 12' 25,287" E
299	53° 7' 12,739" N	1° 12' 5,962" E
300	53° 7' 42,397" N	1° 11' 46,630" E
301	53° 7' 49,968" N	1° 11' 41,694" E
302	53° 8' 12,055" N	1° 11' 27,290" E
303	53° 8' 41,711" N	1° 11' 7,942" E
304	53° 8' 41,717" N	1° 11' 7,938" E
305	53° 8' 49,191" N	1° 11' 3,065" E
306	53° 8' 49,206" N	1° 11' 3,056" E
307	53° 8' 57,559" N	1° 10' 57,610" E
308	53° 8' 57,564" N	1° 10' 57,607" E
309	53° 8' 58,833" N	1° 10' 56,779" E
310	53° 8' 58,859" N	1° 10' 56,762" E
311	53° 9' 10,110" N	1° 10' 9,689" E
312	53° 9' 21,357" N	1° 9' 22,609" E
313	53° 9' 32,598" N	1° 8' 35,522" E
314	53° 9' 43,834" N	1° 7' 48,428" E
315	53° 9' 55,065" N	1° 7' 1,328" E
316	53° 10' 6,290" N	1° 6' 14,221" E
317	53° 10' 17,511" N	1° 5' 27,107" E
318	53° 10' 28,726" N	1° 4' 39,986" E
319	53° 10' 46,425" N	1° 3' 19,628" E
320	53° 11' 4,109" N	1° 1' 59,252" E
321	53° 11' 31,621" N	1° 2' 25,520" E
322	53° 11' 59,131" N	1° 2' 51,798" E
323	53° 12' 26,640" N	1° 3' 18,084" E
324	53° 12' 54,148" N	1° 3' 44,380" E
325	53° 13' 21,654" N	1° 4' 10,686" E
326	53° 13' 49,158" N	1° 4' 37,000" E
327	53° 14' 16,661" N	1° 5' 3,324" E
328	53° 14' 44,162" N	1° 5' 29,657" E
329	53° 14' 10,501" N	1° 6' 22,744" E
330	53° 13' 36,833" N	1° 7' 15,807" E
331	53° 13' 3,158" N	1° 8' 8,847" E
332	53° 12' 29,477" N	1° 9' 1,864" E
333	53° 11' 55,788" N	1° 9' 54,857" E
334	53° 11' 22,093" N	1° 10' 47,828" E
335	53° 10' 48,391" N	1° 11' 40,775" E
336	53° 10' 14,683" N	1° 12' 33,700" E
337	53° 11' 24,043" N	1° 12' 55,421" E
338	53° 12' 33,402" N	1° 13' 17,161" E
339	53° 13' 42,760" N	1° 13' 38,920" E
340	53° 14' 52,117" N	1° 14' 0,698" E
341	53° 16' 1,472" N	1° 14' 22,495" E
342	53° 17' 10,827" N	1° 14' 44,310" E
343	53° 18' 20,180" N	1° 15' 6,145" E
344	53° 19' 29,532" N	1° 15' 27,998" E



345	53° 20' 0,390" N	1° 14' 40,388" E
346	53° 20' 32,550" N	1° 15' 58,780" E
347	53° 20' 6,981" N	1° 16' 32,339" E
348	53° 19' 41,748" N	1° 17' 0,577" E
349	53° 18' 56,531" N	1° 16' 15,330" E
350	53° 17' 53,698" N	1° 15' 55,514" E
351	53° 16' 50,863" N	1° 15' 35,713" E
352	53° 15' 48,027" N	1° 15' 15,928" E
353	53° 14' 45,190" N	1° 14' 56,158" E
354	53° 13' 42,353" N	1° 14' 36,404" E
355	53° 12' 39,514" N	1° 14' 16,665" E
356	53° 11' 36,675" N	1° 13' 56,942" E

7. This marine licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) 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.

8. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the marine licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

9.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

10. Should the undertaker become aware that any of the information on which the granting of this licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information.

## PART 2

### Conditions

#### Design parameters

##### *Offshore Substation Platform*

1.—(1) The dimensions of the offshore substation platform in Work No. 3B or 3C (excluding towers, masts and cranes) must not exceed—

- (a) 70 metres in length;
- (b) 40 metres in width; or
- (c) 50 metres in height above HAT.

(2) Offshore substation platform foundation in Work No. 3B or 3C must be of one of the following foundation options: piled jacket or suction bucket jacket.

- (3) The offshore substation platform foundation in Work No. 3B or 3C must not—
- (a) have more than four legs;
  - (b) have more than eight piles;
  - (c) have a pile diameter exceeding 3.5 metres;
  - (d) employ a hammer energy during installation exceeding 3,000 kilojoules;
  - (e) have a seabed footprint (excluding subsea scour protection) exceeding 452 square metres;  
or
  - (f) have a seabed footprint (including subsea scour protection) exceeding 4761 square metres.
- (4) The total amount of scour protection for the offshore substation platform in Work No. 3B or 3C must not exceed 4054 square metres.
- (5) The total volume of scour protection for the offshore substation platform in Work No. 3B or 3C must not exceed 7297 cubic metres.

*Cables and cable protection*

2.—(1) In the event of scenario 1, scenario 2, scenario 3 within Work Nos. 3B to 5B the offshore export cables must not, in total—

- (a) exceed one in number;
- (b) exceed 62 kilometres in length;
- (c) exceed four cable crossings;
- (d) have cable protection (including cable crossings) exceeding 9,504 square metres in area;  
or
- (e) have cable protection (including cable crossings) exceeding 6885 cubic metres in volume.

(2) In the event of scenario 1, scenario 2 or scenario 3, within Work Nos. 4B the interlink cables must not, in total—

- (a) exceed three in number;
- (b) exceed 66 kilometres in length;
- (c) exceed six cable crossings;
- (d) have cable protection (including cable crossings) exceeding 6708 square metres in area;  
or
- (e) have cable protection (including cable crossings) exceeding 1896 cubic metres in volume.

(3) In the event of scenario 4 within Work Nos. 3C to 5C, the offshore export cables must not, in total—

- (a) exceed two in number;
- (b) exceed 80 kilometres in length;
- (c) exceed eight cable crossings;
- (d) have cable protection (including cable crossings) exceeding 16,008 square metres in area;  
or
- (e) have cable protection (including cable crossings) exceeding 12,645 cubic metres in volume.

(4) In the event of scenario 4, within Work Nos. 4C the interlink cables must not, in total—

- (a) exceed seven in number;
- (b) exceed 154 kilometres in length;
- (c) exceed six cable crossings;
- (d) have cable protection (including cable crossings) exceeding 12,708 square metres in area;  
or
- (e) have cable protection (including cable crossings) exceeding 3396 cubic metres in volume.

### **Scenarios and Phases of authorised project**

3.—(1) The authorised project must not be commenced until a notification has been submitted to the MMO as to whether the undertaker intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The notification required under sub-paragraph (1) must be submitted to the MMO prior to submission of the written scheme to be submitted for approval under sub-paragraph (3).

(3) The authorised project must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the authorised project has been submitted to and approved in writing by the MMO.

(4) Any subsequent amendments to the written scheme submitted for approval under sub-paragraphs (3) must be submitted to, and approved by, the MMO.

(5) The written scheme submitted for approval under sub-paragraphs (3) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (4).

### **Vessels under the undertaker's control**

4.—(1) The undertaker must issue to operators of vessels under the undertakers control operating within the Order limits a code of conduct to reduce risk of injury to marine mammals.

### **Extension of time periods**

5. Any time period given in this marine licence to either the undertaker or the MMO may be extended with the agreement of the other party, such agreement not to be unreasonably withheld or delayed.

### **Notifications and inspections**

6.—(1) The undertaker must ensure that—

- (a) a copy of this marine 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 16;
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 16; and
- (b) within 28 days of receipt of a copy of this marine licence and any subsequent amendments or revisions to it, those persons referred to in sub-paragraph (1)(a) must confirm receipt of this marine licence in writing to the MMO .

(2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.

(3) Copies of this marine 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 and 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) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3).

(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 the construction and operation of the authorised project.

(6) The undertaker must inform the MMO Local 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 the completion of the licensed activity.

(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 of the vessel routes, timings and locations relating to the construction of the authorised project 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;
- (b) on completion of construction of all offshore activities,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised project or any part thereof advising of the start date of each of Work Nos. 3B, 4B, 5B, 6B and 7B in the event of scenario 1, scenario 2 or scenario 3 or 3C, 4C, 5C, 6C and 7C in the event of scenario 4 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 undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (or otherwise agreed) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 12(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of:—

- (a) commencement of the licensed activities at least ten working days prior to commencement; and
- (b) completion (within fourteen days) of the authorised project or any part thereof  
in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, 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 the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

### **Aids to navigation**

7.—(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and 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 commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project 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 project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 12(1)(h) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project 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 6(11) and condition 6(12) are invoked the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of structures**

8. Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

### **Aviation safety**

9.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016 and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any offshore substation platforms are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum height of each offshore substation platform to be constructed;
- (e) the latitude and longitude of each offshore substation platform to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO within five days.

### **Chemicals, drilling and debris**

10.—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 relating thereto and by the Protocol of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the 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 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this marine licence by submission of a disposal return 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.

(5) The undertaker must ensure that only inert material of natural origin, produced during pre-sweeping sandwave clearance where relevant, the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project 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 project is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(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 must 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 12(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**

**11.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

### **Pre-construction plans and documentation**

**12.—(1)** The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—

- (a) a plan prepared in accordance with the layout commitments setting out proposed details of the authorised project, including the:
  - (i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator, offshore platform and substation;
  - (ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, platform and substation;
- (iii) proposed layout of all cables;
- (iv) location and specification of all other aspects of the authorised project; and
- (v) any exclusion zones or micro-siting requirements identified pursuant to 12(1)(f)(v) or relating to any benthic habitats of conservation, ecological or economic importance constituting Annex I reef habitats identified as part of surveys undertaken in accordance with condition 17;

to ensure conformity with the description of Work Nos. 3B to 7B in the event of scenario 1, 2 or 3, or 3C to 5C and 7C in the event of scenario 4 and compliance with conditions 1 and 2.

- (b) a construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) which, save in respect information submitted pursuant to subparagraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and 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 conditions 17, 18 and 19 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO) —
    - (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; and
    - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
  - (iv) an indicative written construction programme for all offshore substation platforms and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—
  - (i) cable specification, installation and monitoring for cables located outside of the Cromer Shoal Chalk Beds Marine Conservation Zone to include—
    - (aa) the technical specification of cables below MHWS;
    - (bb) a detailed cable laying plan for the authorised project, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
    - (cc) proposals for monitoring cables including cable protection until the authorised project is decommissioned which includes a risk based approach to the management of unburied or shallow buried cables;
  - (ii) scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to subparagraph (1)(i);
  - (iv) advisory safe passing distances for vessels around construction sites;
  - (v) contractors;
  - (vi) vessels and vessel transit corridors;

- (vii) associated ancillary works; and
- (viii) guard vessels to be employed;
- (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 during construction and operation of the authorised project in relation to all activities carried out;
  - (ii) a chemical risk assessment, including 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 4 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red throated diver;
  - (vii) a code of conduct for vessel operators to reduce risk of injury to mammals;
- (e) a cable specification, installation and monitoring plan for the installation of cables within the Cromer Shoal Chalk Beds Marine Conservation Zone (in accordance with the outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan);
- (f) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, 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 Archaeological Data Service, by submitting an 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 Historic England that the OASIS form has been submitted to the Archaeological Data Service 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;



- (g) an offshore operations and maintenance plan (in accordance with the outline offshore operations and maintenance plan), to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
- (h) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 7 from the commencement of construction of the authorised project to the completion of decommissioning;
- (i) in the event that driven or part-driven pile 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, following current best practice as advised by the relevant statutory nature conservation bodies, to be submitted to the MMO at least six months prior to commencement of licensed activities;
- (j) a mitigation scheme for any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats identified by the survey referred to in condition 17(4)(a) and in accordance with the offshore in principle monitoring plan;
- (k) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances to be submitted to the MMO at least six months prior to commencement of licensed activities; and
- (l) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised project.

(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 outline written scheme of investigation (which must accord with the details set out in the outline written scheme of investigation (offshore)) which has been submitted to and approved by the MMO.

### **Site Integrity Plan**

**13.—**(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

**14.—**(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 12 must be submitted for approval at least four months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 12 and 23 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 12 and 13, unless otherwise agreed in writing by the MMO.

### **Offshore safety management**

**15.** No part of the authorised project 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 all MCA recommendations as appropriate to the authorised project contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

### **Reporting of engaged agents, contractors and vessels**

**16.—**(1) The undertaker must provide the following information in writing to the MMO—

- (a) the name, function, company number (if applicable), registered or head office address (as appropriate) 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 project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this marine licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master’s name, vessel type, vessel IMO number and vessel owner or operating company

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

### **Pre-construction monitoring and surveys**

**17.—**(1) The undertaker must, in discharging condition 12(1)(b), submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval in writing by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and 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 or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) 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.

(4) 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) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;

- (b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 12(1)(i); and
- (d) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 12(1)(k).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### **Construction monitoring and surveys**

**18.**—(1) The undertaker must, in discharging condition 12(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys 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) 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.

(3) 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.

(4) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the reasonable 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.

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

### **Post-construction monitoring and surveys**

**19.**—(1) The undertaker must, in discharging condition 12(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) 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.

(3) 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—

- (a) undertake 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) undertake, within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of 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) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 12(1)(k);
- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring to the MMO, the MCA and Trinity House;
- (e) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 12(1)(i); and
- (f) undertake monitoring of cables installed within the Cromer Shoal Chalk Beds MCZ in accordance with any monitoring required by the cable specification, installation and monitoring plan for the installation of cables within the Cromer Shoal Chalk Beds Marine Conservation Zone submitted in accordance with condition 12(1)(e).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO 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.

(5) Following installation of cables, the cable monitoring plans required under conditions 12(1)(c) and 12(1)(e) must be updated with the results of the post installation surveys. The plans must be implemented until the authorised scheme is decommissioned and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### **Reporting of scour and cable protection**

**20.**—(1) Not more than four months following completion of the construction of the authorised project, 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 project.

(2) The report must include the following information—

- (a) the location of cable protection and scour protection;
- (b) the volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

### **Completion of construction**

**21.**—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of

construction and must include details of the latitude and longitude coordinates of the export cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this marine licence.

### **Sediment Sampling**

**22.**—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

- (a) or capital dredging, at least six months prior to the commencement of any capital dredging; or
- (b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

- (a) the volume of material to be dredged;
- (b) the location of the area to be dredged;
- (c) details of the material type proposed for dredging;
- (d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and
- (e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

### **Collaboration**

**23.**—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 12 and 13, the undertaker must provide a copy of the relevant plans and documentation to SEL to enable SEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 12 and 13 must be accompanied by any comments received by the undertaker from SEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

## **SCHEDULE 14**

Article 41

### **Protective provisions**

#### **PART 1**

##### **Protection of electricity, gas, water and sewerage undertakers**

**1.** For the protection of the undertakers referred to in this Part the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

**2.** In this Part—

“affected undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;

- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
- (c) a water undertaker within the meaning of the Water Industry Act 1991; 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 no less efficient than previously;

“apparatus” means—

- (a) in the case of a electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989) belonging to or maintained by that licence holder;
- (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 the 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 (agreements to adopt water main or service pipe at future date) 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 sewerage 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) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act;

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) 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;

“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;

**3.** This Part does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

### **Acquisition of land**

**4.** Regardless of any provision of this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

### **Removal of apparatus**

**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, 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 utility 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 must

give to the affected undertaker in question 28 days' 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 must, 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 must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best 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 must 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 43 (*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 43 (*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.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that the undertaker 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, must 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) authorises 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.

### **Facilities and rights for alternative apparatus**

**6.—**(1) Where, in accordance with the provisions of this Part, 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 must 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 43 (*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 must 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.

## **Retained apparatus**

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in sub-paragraph 5(2) that are required within 15 metres, or will or may affect, any apparatus the removal of which has not been required by the undertaker under sub-paragraph 5(2) the undertaker must submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works must 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 is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) are to be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) is 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, the provisions of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) 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 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 apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must 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 must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

## **Expenses and costs**

8.—(1) Subject to the following provisions of this paragraph, the undertaker must 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 sub-paragraph 5(2).

(2) The value of any apparatus removed under the provisions of this Part must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (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, is not determined by arbitration in accordance with article 43 (*arbitration*) to be necessary then, if such placing involves cost 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) must 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 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 pipe or 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 an affected undertaker in respect of works by virtue of sub-paragraph (1), 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, is to 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 a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility 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 utility 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 a utility 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 is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

## **Miscellaneous**

**10.** Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

**11.** Any difference or dispute arising between the undertaker and the affected undertaker under this Part must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 43 (*arbitration*).

## **PART 2**

### **Protection for operators of electronic communications code networks**

**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—

“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 I construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“electronic communications code” has the same meaning as in Chapter 1 of Part 2 (networks, services and the radio spectrum) of the 2003 Act;

“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 undertaker 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.

3. The exercise of the powers conferred by article 28 (*statutory undertakers*) is subject to Part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

4.—(1) Subject to sub-paragraphs (2) to (4), if as a result of the authorised development or its construction, or of any subsidence resulting from the authorised development—

- (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 the authorised development, or other property of an operator); or
- (b) there is any interruption in the supply of the service provided by an operator;

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it 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 operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has 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 Part must be referred to and settled by arbitration under article 43 (*arbitration*).

(5) This Part 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 (street works in England and Wales) 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 project.

(6) Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

## PART 3

### FOR THE PROTECTION OF NETWORK RAIL INFRASTRUCTURE LIMITED

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part of this Schedule—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London NW1 2DN) and any associated company of Network Rail Infrastructure Limited 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) 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 and any successor to Network Rail Infrastructure Limited’s railway undertaking;

“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 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;

“specified work” means so much of any of the authorised development as is or is to be situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 4 (maintenance of authorised development) in respect of such works.

3.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval 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 or rights over 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 undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

4.—(1) The undertaker must not exercise the powers conferred by—

- (a) article 3 (development consent granted by the Order);
- (b) article 4 (maintenance of authorised development);

- (c) article 14 (discharge of water);
- (d) article 16 (authority to survey and investigate the land);
- (e) article 18 (compulsory acquisition of land);
- (f) article 20 (compulsory acquisition of rights);
- (g) article 21 (private rights over land);
- (h) article 23 (acquisition of subsoil or airspace only);
- (i) article 25 (rights under or over streets);
- (j) article 26 (temporary use of land for carrying out the authorised project);
- (k) article 27 (temporary use of land for maintaining the authorised project);
- (l) article 28 statutory undertakers);
- (m) article 34 (felling or lopping of trees or removal of hedgerows);
- (n) article 35 (trees subject to tree preservation orders);
- (o) the powers conferred by section 11(3) (power of entry) of the 1965 Act;
- (p) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

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, article 28 (*statutory undertakers*) 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 of 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) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained without the consent of Network Rail or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

**5.—(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 must not be commenced except in accordance with such plans as have been approved in writing by the engineer (or by deemed approval under sub-paragraph (2) or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, 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 their disapproval of those plans and the grounds of such 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 shall be 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 without unnecessary delay 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 their approval of the plans the engineer may specify any 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 must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must 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.

**6.—**(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;
- (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 shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule 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.

**7.** 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 they may reasonably require with regard to a specified work or the method of constructing it.

**8.** 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.

**9.—**(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work or during a period of 24 months after or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the

circumstances) 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 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any 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 10(a) provide such details of the formula or method of calculation 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.

**10.** 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 5(3) or in constructing any protective works under the provisions of paragraph 5(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, signallers, watch-persons 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.

**11.**—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the onshore works 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 5(1) for

the relevant part of the onshore works 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 onshore works take all measures 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 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must without unreasonable delay 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 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 5(1) has effect subject to the sub-paragraph.

(6) If any time before the commencement of regular revenue earning operations of the authorised development the undertaker shall test the use of the authorised development and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must 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 reasonably 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 all measures necessary 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 without unreasonable delay 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; and
- (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 6.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 43 (*arbitration*) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.

**12.** 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 to not adversely affect railway property.

**13.** 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.

**14.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the date on which this Order is made by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

**15.—(1)** The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or
- (b) by reason of any 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;
- (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;
- (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;

and the undertaker must indemnify and keep indemnified 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: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

- (a) give the undertaker reasonable written notice of any such claims or demands;
- (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and
- (c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.



(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 shall, 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 each train operator as a consequence of any specified work including but not limited to 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 subparagraph (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.

**16.** 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 of this Schedule (including the amount of the relevant costs mentioned in paragraph 15) 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 of this Schedule (including any claim relating to those relevant costs).

**17.** In the assessment of any sums payable to Network Rail under this Part of 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 Part of this Schedule or increasing the sums so payable.

**18.** 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.

**19.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

**20.** The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State’s consent, under article 5 (benefit of order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**21.** 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 and documents etc.*) are certified by the Secretary of State, provide a set of those plans to Network Rail in electronic format.

22. In relation to any dispute arising under this part of this Part of this Schedule the provisions of article 43 (*arbitration*) will apply.

## PART 4

### For the protection of the Environment Agency

1.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this part of this Schedule—

“Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” is construed accordingly;

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” has the same meaning given in section 113 of the Water Resources Act 1991;

“plans” includes sections, drawings, specifications, calculations and method statements;

“remote defence” means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within;

(a) 9 metres of the base of a remote defence which is likely to –

(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or

(ii) interfere with the Agency’s access to or along that remote defence;

(b) 9 metres of a drainage work or is otherwise likely to—

(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(ii) affect the flow, purity or quality of water in any watercourse or other surface waters

(iii) affect the conservation, distribution or use of water resources; or

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

### Submission and approval of plans

2.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 12.

(3) Any approval of the Agency 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 56 days of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval; and

(c) may be given subject to such reasonable requirements as the Agency may have pursuant to its statutory duties and obligations for the protection of any drainage work or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or in the discharge of its environmental duties.

(4) The Agency 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)

(5) In the case of a refusal, if requested to do so the Agency must provide reasons for the grounds of that refusal.

### **Construction of protective works**

3. Without limiting paragraph 2 the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (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.

### **Timing of works and service of notices**

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 3, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

### **Works not in accordance with this Schedule**

5.—(1) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency 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 Agency reasonably requires.

(2) Subject to sub-paragraph (3) if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (1) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(3) In the event of any dispute as to whether sub-paragraph (1) 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 Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (2) until the dispute has been finally determined in accordance with paragraph 12.

### **Maintenance of works**

6.—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the Order limits and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency 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 Agency 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 Agency reasonably requires.

(3) Subject to sub-paragraph (5) 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 requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph(2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 12.

(6) This paragraph does not apply to-

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

### **Remediating impaired drainage work**

7. 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 that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

### **Indemnity**

8. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

**9.—**(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

- (a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the specified works or dealing with any failure of the specified works.

(2) For the avoidance of doubt, in sub-paragraph (1)—

- (a) “costs” includes—
  - (i) expenses and charges;
  - (ii) staff costs and overheads;
  - (iii) legal costs;
- (b) “losses” includes losses arising from physical damage.
- (c) “claims” and “demands” include as applicable—
  - (i) costs (within the meaning of sub-paragraph (2(i))) incurred in connection with any claim or demand;
  - (ii) any interest element of sums claimed or demanded;
- (d) “liabilities” includes—
  - (i) contractual liabilities;
  - (ii) tortious liabilities (including liabilities for negligence or nuisance);
  - (iii) liabilities to pay statutory compensation or for breach of statutory duty;
  - (iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(4) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

## **Disputes**

**10.** Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 43 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Business, Energy and Industrial Strategy or its successor

acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

## PART 5

### For the protection of the drainage authorities

1. 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.

2. In this Part of this Schedule—

“the Board” means Norfolk Rivers Internal Drainage Board;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation; and

“construct” and “constructed” must be constructed accordingly;

“drainage authority” means—

(a) in relation to an ordinary watercourse in an internal drainage district, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991(a) who in this case is the Board;

(b) in relation to an ordinary watercourse in an area outside an internal drainage district, the lead local flood authority.

“drainage work” means any watercourse and includes any structure or appliance, constructed or used for land drainage or flood defence as well as any land which 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;

“evidence” includes hydraulic modelling, infiltration test results and geotechnical evaluations;

“lead local flood authority” means Norfolk County Council;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991;

“plans” includes sections, drawings, specifications, calculations 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 9 metres of a drainage work or is otherwise likely to—

(a) affect any drainage work;

(b) affect the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;

(c) affect the flow of water in any drainage work or other surface waters or ground water;

(d) affect the conservation, distribution or use of water resources; and

“watercourse” has the meaning given in the Land Drainage Act 1991 and for the avoidance of doubt includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work, evidence to support said plans and any 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 sub-paragraph (3).

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(a) 1991 c. 59. Section 23 was amended by paragraph 192 of Schedule 22 to, the Environment Act 1995 c. 25, and by paragraph 32 of Schedule 2 to, the Flood and Water Management Act 2010 c. 29.

- (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 (where required by the relevant drainage authority under sub-paragraph (1)) whichever is the later; and
  - (c) may be given subject to such reasonable requirements [and conditions] as the relevant drainage authority may make for the protection of any drainage work.

(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).

(5) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

**4.** Without limiting paragraph 3, 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 works (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.

**5.—(1)** Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 4 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 by its officer 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 prior to 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 may reasonably require.

(5) Subject to sub-paragraph (6) and paragraph 10 if, within a reasonable period, being not less than 28 days beginning with 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 or subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the relevant drainage authority 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 the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 12.

6. 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.

7.—(1) The undertaker must compensate the relevant drainage authority in respect of all costs, charges and expenses, the relevant drainage authority may reasonably incur by reason of—

- (a) the examination or approval of plans under this Part;
- (b) the inspection of the construction of the specified work or any protective works required by the relevant drainage authority under this Part; or
- (c) the carrying out of any surveys or tests by the relevant drainage authority which are reasonably required in connection with the construction of the specified works.

8.—(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; or
- (b) any flooding or increased flooding of any such land.

(2) For the avoidance of doubt, in this paragraph—

- (a) “claims” and “demands” include as applicable—
  - (i) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand;
  - (ii) any interest element of sums claimed or demanded;
- (b) “liabilities” includes—
  - (i) contractual liabilities;
  - (ii) tortious liabilities (including liabilities for negligence or nuisance);
  - (iii) liabilities to pay statutory compensation or for breach of statutory duty;
  - (iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise can be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(4) The fact that any work or thing may have been done by the undertaker in accordance with a plan approved or deemed 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 liability under this Part.

9. Any dispute arising between the undertaker and the relevant drainage authority under this Part, if the parties agree, must be determined by arbitration under article 43 (arbitration) but otherwise must be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Business, Energy and Industrial Strategy or its successor 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 6

### For the protection of National Grid Gas Plc

#### Application

1.—(1) For the protection of National Grid Gas as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid Gas.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Gas, where the benefit of this Order is transferred or granted to another person under article 5 (*benefit of the Order*)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid Gas and the transferee or grantee (as applicable); and
- (b) written notice of the transfer or grant must be given to National Grid Gas on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid Gas (but without prejudice to 11(3)b).

#### Interpretation

2. 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 Gas to enable National Grid 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 National Grid Gas for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid Gas for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2(1) of this Order (unless otherwise specified) and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid 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, require the undertaker to submit for National Grid 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” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Gas: construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid Gas” means National Grid Gas plc (Company Number 02006000) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“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;

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which:

- (a) will or could be situated on, over, under, or within 15 metres measured in any direction of any apparatus or involve embankment works within 15 metres of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) could in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; or
- (c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid Gas’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid Gas, High pressure Gas pipelines and associated installation requirements for third parties”); and

“undertaker” means the undertaker as defined in article 2(1) of this Order:

### **On Street Apparatus**

3. Except for paragraphs 4 (*apparatus of National Grid Gas in stopped up streets*), 9 (*retained apparatus: protection*), 10 (*expenses*) and 11 (*indemnity*) of this Schedule which apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Gas are regulated by the provisions of Part 3 of the 1991 Act.

### **Apparatus of National Grid Gas in stopped up streets**

4.—(1) Where any street is stopped up under article 10 (*temporary stopping up of streets*), if National Grid Gas has any apparatus in the street or accessed via that street National Grid Gas has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Grid Gas, or procure the granting to National Grid Gas of, legal easements reasonably satisfactory to National Grid Gas in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid Gas to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (*temporary stopping up of public rights of way*), National Grid Gas is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as 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.

### **Protective works to buildings**

5. The undertaker, in the case of the powers conferred by article 15 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid Gas which must not be unreasonably withheld.

## **Acquisition of land**

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not acquire any land interest or apparatus or override any easement, other interest of National Grid Gas otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such timeframe as otherwise agreed between National Grid Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid Gas or affect the provisions of any enactment or agreement regulating the relations between National Grid Gas and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid Gas reasonably requires enter into such deeds of consent upon such terms and conditions as are agreed between National Grid Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid Gas unless otherwise agreed by National Grid Gas, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(3) The undertaker and National Grid Gas agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid Gas as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid Gas under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

## **Removal of apparatus**

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily 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 National Grid Gas 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 Gas in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid Gas advanced 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 Gas reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid Gas to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by 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 or land secured by 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, National Grid Gas must, on receipt of a written notice to that effect from the undertaker, 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

save that this obligation shall not extend to the requirement for National Grid 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 undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as agreed between National Grid Gas and the undertaker.

(5) National Grid Gas must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid Gas 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.

### **Facilities and rights for alternative apparatus**

**8.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid 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 agreed between the undertaker and National Grid Gas and must be no less favourable on the whole to National Grid Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid Gas.

(2) In the absence of agreement under sub-paragraph (1), 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 less favourable on the whole to National Grid 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 the matter can be referred to arbitration in accordance with paragraph 15 (*Arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection**

**9.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Gas a plan and, if reasonably required by National Grid Gas, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to National Grid 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; 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 any works to which sub-paragraphs (1) and (2) apply until National Grid Gas has given written approval of the plan so submitted.

(4) Any approval of National Grid Gas required under sub-paragraph (2)—

- (a) can be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (4) or (6); and
- (b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, National Grid Gas can require such modifications to be made to the plans as 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.

(6) Works executed under sub-paragraphs (1) or (2) must be executed in accordance with the plan submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the undertaker and National Grid Gas and in accordance with such reasonable requirements as made in accordance with sub-paragraphs (4) or (5) by National Grid Gas for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Gas will be entitled to watch and inspect the execution of those works.

(7) Where National Grid Gas requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, must be carried out to National Grid Gas's satisfaction prior to the commencement of any specified works for which protective works are required and National Grid Gas must give notice of its requirement for such works within 56 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Grid Gas in accordance with sub-paragraphs (4) or (6) 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 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(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 the specified works, 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 National Grid Gas notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances and comply with sub paragraph (10) at all times.

(11) At all times when carrying out any works authorised under the Order National Grid Gas must comply with National Grid Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid Gas, 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 undertaker must implement an appropriate ground mitigation scheme save that National Grid 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 10.

## **Expenses**

**10.**—(1) Save where otherwise agreed in writing between National Grid Gas and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Gas within 30 days of receipt of an itemised invoice or claim from National Grid Gas all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid 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 are required in consequence of the execution of any authorised development including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid Gas 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 Gas as a consequence of National Grid Gas;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or

- (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Gas;
- (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 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 is the case, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (*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 is the case, the amount which apart from this sub-paragraph would be payable to National Grid Gas by virtue of sub-paragraph (1) must be reduced by the amount of that excess save to the extent that 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 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 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) Any amount which apart from this sub-paragraph would be payable to National Grid Gas 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 seven years and six months earlier so as to confer on National Grid 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.

## **Indemnity**

**11.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule 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 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 development) or property of National Grid Gas, or there is any interruption in any service provided, or in the supply of any goods, by National Grid Gas, or National Grid Gas becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid Gas the cost reasonably and properly incurred by National Grid Gas in making good such damage or restoring the supply; and
- (b) indemnify National Grid Gas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid Gas, by reason or in consequence of any such damage or interruption or National Grid Gas becoming liable to any third party.

(2) The fact that any act or thing has been done by National Grid Gas on behalf of the undertaker or in accordance with a plan approved by National Grid Gas or in accordance with any requirement of National Grid Gas as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid 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) imposes any liability on the undertaker in respect of-

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid Gas, its officers, servants, contractors or agents;
- (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by National Grid Gas 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 8 (*consent to transfer benefit of Order*) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised development yet to be executed and not falling within this sub-section 3(b) are to be subject to the full terms of this Part of this Schedule including this paragraph 11; or
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Grid Gas must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) National Grid Gas must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid Gas must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid Gas’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid Gas’s control and if reasonably requested to do so by the undertaker National Grid Gas must provide an explanation of how the claim has been minimised, where relevant.

## **Enactments and agreements**

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid Gas and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid Gas in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## **Co-operation**

13.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or National Grid Gas requires the removal of apparatus under paragraph 7(2) or National Grid Gas makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must 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 Gas’s undertaking and National Grid Gas must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid Gas’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by National Grid Gas, it must not be unreasonably withheld or delayed.

## **Access**

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as required to enable National Grid Gas to maintain or use the apparatus no less effectively than was possible before such obstruction.

## **Arbitration**

15. Any difference or dispute arising between the undertaker and National Grid Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Gas, be determined by arbitration in accordance with article 43 (*arbitration*).

# **PART 7**

## **For the protection of National Grid Electricity Transmission Plc**

## **Application**

1.—(1) For the protection of NGET as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and NGET.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and NGET, where the benefit of this Order is transferred or granted to another person under article 5 (*benefit of the Order*)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between NGET and the transferee or grantee (as applicable); and
- (b) written notice of the transfer or grant must be given to NGET on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to NGET (but without prejudice to 11(3)b).

## **Interpretation**

2. 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 NGET to enable NGET to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by NGET together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of NGET for



the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2(1) of this Order (unless otherwise specified) and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by NGET (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, require the undertaker to submit for NGET’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;

“Incentive Deduction” means any incentive deduction NGET receives under its electricity transmission licence which is caused by an event on its transmission system that causes electricity not to be supplied to a demand customer and which arises as a result of the authorised development;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of NGET: construct, use, repair, alter, inspect, renew or remove the apparatus;

“NGET” means National Grid Electricity Transmission Plc (Company Number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

“NGESO” means as defined in the STC;

“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;

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which:

- (a) will or could be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) could in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; or
- (c) includes any of the activities that are referred to in development near overhead lines EN4-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines”;

“STC” means the System Operator Transmission Owner Code prepared by the electricity Transmission Owners and NGESO as modified from time to time;

“Transmission Owner” means as defined in the STC; and

“undertaker” means the undertaker as defined in article 2(1) of this Order.

## **On Street Apparatus**

3. Except for paragraphs 4 (*apparatus of NGET in stopped up streets*), 9 (*retained apparatus: protection*), 10 (*expenses*) and 11 (*indemnity*) of this Schedule which apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of NGET, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and NGET are regulated by the provisions of Part 3 of the 1991 Act.

### **Apparatus of NGET in stopped up streets**

4.—(1) Where any street is stopped up under article 10 (*temporary stopping up of streets*), if NGET has any apparatus in the street or accessed via that street NGET has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to NGET, or procure the granting to NGET of, legal easements reasonably satisfactory to NGET in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or NGET to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (*temporary stopping up of public rights of way*), NGET is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as 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.

### **Protective works to buildings**

5. The undertaker, in the case of the powers conferred by article 5 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of NGET which must not be unreasonably withheld.

### **Acquisition of land**

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not acquire any land or apparatus or override any easement, other interest of NGET otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such timeframe as otherwise agreed between NGET and the undertaker) that is subject to the requirements of this Part of this Schedule that cause any conflict with or breach the terms of any easement or other legal or land interest of NGET or affect the provisions of any enactment or agreement regulating the relations between NGET and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as NGET reasonably requires enter into such deeds of consent upon such terms and conditions as are agreed between NGET and the undertaker acting reasonably and which must be no less favourable on the whole to NGET unless otherwise agreed by NGET, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(3) The undertaker and NGET agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by NGET under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

## **Removal of apparatus**

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily 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 NGET 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 NGET in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to NGET advanced 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 NGET reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to NGET to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by 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 or land secured by 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, NGET must, on receipt of a written notice to that effect from the undertaker, 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 save that this obligation shall not extend to the requirement for NGET 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 undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as agreed between NGET and the undertaker.

(5) NGET must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to NGET 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.

## **Facilities and rights for alternative apparatus**

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for NGET 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 agreed between the undertaker and NGET and must be no less favourable on the whole to NGET than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by NGET.

(2) In the absence of agreement under sub-paragraph (1), 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 less favourable on the whole to NGET 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 matter can be referred to arbitration in accordance with paragraph 15 (*arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to NGET as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection (a)**

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to NGET a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity assets.

(2) In relation to works which are to 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 NGET 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 any 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 any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until NGET has given written approval of the plan so submitted.

(5) Any approval of NGET required under sub-paragraph (4)—

- (a) can 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 (2) or (3) apply, National Grid can require such modifications to be made to the plans as 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.

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(a) DRAFTING NOTE: This drafting is tailored to OHL. If there are significant buried assets affected/cable tunnels then additional wording may be required. Not anticipated to be the case here but not got full instructions yet, so left in as a marker.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and NGET and in accordance with such reasonable requirements as made in accordance with sub-paragraphs (6) or (8) by NGET for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and NGET will be entitled to watch and inspect the execution of those works.

(8) Where NGET requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, must be carried out to NGET's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid must give notice of its requirement for such works within 56 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If NGET in accordance with sub-paragraphs (6) or (8) 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 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) 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 the authorised development, 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.

(11) 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 NGET notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (11) at all times.

(12) At all times when carrying out any works authorised under the Order, the undertaker NGET must comply with NGET's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

## **Expenses**

**10.**—(1) Save where otherwise agreed in writing between NGET and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to NGET within 30 days of receipt of an itemised invoice or claim from NGET all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by NGET 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 are required in consequence of the execution of any authorised development including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by NGET in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by NGET as a consequence of NGET;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting NGET;
- (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 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 is the case, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (*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 is the case, the amount which apart from this sub-paragraph would be payable to NGET by virtue of sub-paragraph (1) must be reduced by the amount of that excess save to the extent that 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 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 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) Any amount which apart from this sub-paragraph would be payable to NGET 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 seven years and 6 months earlier so as to confer on NGET 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.

## **Indemnity**

**11.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule 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 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 development) or property of NGET, or there is any interruption in any service provided, or in the supply of any goods, by NGET, or NGET becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay on demand accompanied by an invoice or claim from NGET the cost reasonably and properly incurred by NGET in making good such damage or restoring the supply; and

- (b) indemnify NGET for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from NGET, by reason or in consequence of any such damage or interruption or NGET becoming liable to any third party.

(2) The fact that any act or thing has been done by NGET on behalf of the undertaker or in accordance with a plan approved by NGET or in accordance with any requirement of NGET as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless NGET 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) imposes any liability on the undertaker in respect of-

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of NGET, its officers, servants, contractors or agents;
- (b) any authorised development or any other works authorised by this Part of this Schedule carried out by NGET 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 5 (*benefit of Order*) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised development yet to be executed and not falling within this sub-section 3(b) are to be subject to the full terms of this Part of this Schedule including this paragraph 11; or
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) NGET must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) NGET must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) NGET must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within NGET’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of NGET’s control and if reasonably requested to do so by the undertaker NGET must provide an explanation of how the claim has been minimised, where relevant.

### **Enactments and agreements**

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between NGET and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and NGET in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

### **Co-operation**

13.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or NGET requires the removal of apparatus under paragraph 7(2) or NGET makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must 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 NGET’s undertaking and National Grid must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever NGET’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by NGET, it must not be unreasonably withheld or delayed.

### **Access**

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as required to enable NGET to maintain or use the apparatus no less effectively than was possible before such obstruction.

### **Arbitration**

15. Any difference or dispute arising between the undertaker and NGET under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and NGET, be determined by arbitration in accordance with article 43 (*arbitration*).

## **PART 8**

### **For the protection of Cadent Gas Limited**

### **Application**

1. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

### **Interpretation**

2. 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 to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections (including transformed rectifiers and associated groundbeds or cables), cables or other apparatus belonging to or maintained by Cadent for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“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” means Cadent Gas Limited or its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986.

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (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, will require the undertaker to submit for Cadent’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” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable 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;

“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 undertaker under sub-paragraph 7(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise; or
- (c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent’s policies for safe working in the vicinity of Cadent’s Assets”); and

“undertaker” means the undertaker as defined in article 2 of this Order.

### **On Street Apparatus**

3.—(1) Except for paragraphs 4 (*apparatus in stopped up streets*), 9 (*retained apparatus: protection*), 10 (*expenses*) and 11 (*indemnity*) 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, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraph 7 and 8 of this Part will apply to diversions even where carried out under the 1991 Act, in circumstances where any Apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding article 9 or any other powers in the Order generally, section 85 of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

### **Apparatus of Cadent in stopped up streets**

4.—(1) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 10 (*temporary stopping up of streets*), Cadent will be at liberty at all times to take all necessary access across any such stopped up highway or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that highway

### **Protective works to buildings**

5.—(1) The undertaker, in the case of the powers conferred by article 15 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused, the undertaker must

bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), must—

- (a) pay compensation to Cadent for any loss sustained by it; and
- (b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workmen; and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof must be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

### **Acquisition of land**

6.—(1) 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 undertaker may not acquire any land interest or override any easement, other interest or right or apparatus of Cadent otherwise than by agreement.

(2) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(3) Any agreement or consent granted by Cadent under paragraph 9 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph 6(1).

### **Removal of apparatus**

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 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 decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent and 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 undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance 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 Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account sub-paragraph 8(1) below) the necessary facilities and rights:

- (a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);
- (b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If 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, Cadent may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

### **Facilities and rights for alternative apparatus**

**8.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph 8(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 than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 15 (*arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection of Cadent**

**9.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent 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 undertaker must not commence any works to which sub-paragraphs 1 and (2) apply until Cadent has given written approval of the plan so submitted.

(4) Any approval of Cadent 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.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (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's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If Cadent, 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 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 7(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 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 undertaker 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 notice as soon as is reasonably practicable and a plan of those works and must comply with—

- (a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and
- (b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with the Cadent's policies for safe working in proximity to gas apparatus "CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets" 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 undertaker must implement an appropriate ground mitigation scheme save that Cadent 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 10.

## **Expenses**

**10.—**(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand all charges, costs and expenses reasonably anticipated or incurred by Cadent 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 in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such

apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent;

- (i) using its own compulsory purchase powers to acquire any necessary rights under sub-paragraph 7(3) if it elects to do so; or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;
- (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 in this Part of this Schedule;
  - (g) any watching brief pursuant to sub-paragraph 9(6).

(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 undertaker or, in default of agreement, is not determined by arbitration in accordance with article 43 (*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 by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) 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 undertaker.

(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 Cadent 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 seven years and six months earlier so as to confer on Cadent 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.

## Indemnity

11.—(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 (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works 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 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, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and
- (b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent 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) must impose any liability on the undertaker in respect of-

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and
- (b) any authorised works or any other works authorised by this Part of this Schedule carried out by Cadent 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 5 (*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 sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11.

(4) Cadent must give the undertaker reasonable notice of any such third party 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 undertaker and considering their representations. Cadent Gas Limited 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 applies. If requested to do so by the undertaker, Cadent Gas Limited must provide an explanation of how the claim has been minimised. The undertaker will only be liable under this paragraph for claims reasonably incurred by Cadent Gas Limited.

(5) In the event that the undertaker fails to comply with 11(5) of this Part of this Schedule, nothing in this Part of this Schedule will prevent Cadent from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

## Enactments and agreements

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## **Co-operation**

13.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under sub-paragraph 7(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must 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’s undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent’s consent, agreement or approval is required in relation to plans, documents or other information submitted by Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

## **Access**

14. If in consequence of the agreement reached in accordance with sub-paragraph 6(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

## **Arbitration**

15. Any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 43 (*arbitration*).

## **Notices**

16. The plans submitted to Cadent by the undertaker pursuant to sub-paragraph 9(1) must be sent to Cadent Gas Limited Plant Protection by e-mail to [plantprotection@cadentgas.com](mailto:plantprotection@cadentgas.com) copied by e-mail to [landservices@cadentgas.com](mailto:landservices@cadentgas.com) and sent to the General Counsel Department at Cadent’s registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

# **PART 9**

## **For the protection of Anglian Water Services Limited**

### **Application**

1. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

### **Interpretation**

2. In this Part of this Schedule—

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

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously;

“Anglian Water” means Anglian Water Services Limited;

“apparatus” means:

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

- (b) any drain or works vested in Anglian Water under the Water Industry Act 1991;
- (c) 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,
- (d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water; and
- (e) includes a sludge main, disposal main 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;

and for the purpose of this definition, where words are defined by section 219 of that Act, they shall be taken to have the same meaning

“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 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.

### **Apparatus in stopped up streets**

3. Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 10 (*temporary stopping up of streets*), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and 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.

### **Protective works to buildings**

4. The undertaker, in the case of the powers conferred by article 15 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

### **Acquisition of land**

5. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

### **Removal of apparatus**

6.—(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 or requires that Anglian Water’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until

- (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and
- (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 7.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 28 days’ 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 an undertaker reasonably needs to remove



any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water 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 Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best 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 must be constructed in such manner and in such line or situation as may be agreed between Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 43 (*arbitration*).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 43, and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (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 Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water’s reasonable requests for a reasonable period of time to enable Anglian Water to:

- (a) make network contingency arrangements; or
- (b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

### **Facilities and rights for alternative apparatus**

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Anglian Water 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 are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 43 (*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 Anglian Water 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 Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2010 or other legislation.

### **Retained apparatus**

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) Any approval of Anglian Water must:

- (a) not be unreasonably withheld or delayed;
- (b) in the case of a refusal must be accompanied by a statement of grounds for refusal;
- (c) is deemed to have been approved if it is neither given or refused within 28 days of the submission of the relevant information.

(5) If Anglian Water 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, sub-paragraphs (1) to (3) and (6) to (8) of paragraph 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(6) 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 works, 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.

(7) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using its best endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.

(8) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:

- (a) 4 metres where the diameter of the pipe is less than 250 millimetres;
- (b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and
- (c) a distance to be agreed on a case by case basis and before the submission of the plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

## Expenses and costs

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water in, or in connection with, the inspection, removal, 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 in this Part of this Schedule.

(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 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, is not determined by arbitration in accordance with article 43 (*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 Anglian Water by virtue of sub-paragraph (1) must 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 is not to 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 is to be treated as if it also had been agreed or had been so determined.

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 4 or 6(2), or by reason of any subsidence resulting from such development or 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water;

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(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 act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

11. Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

### **Cooperation**

12. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 6(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 8(3), the undertaker must use all 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 Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

13. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

14. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

15. The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

16. For the avoidance of doubt whenever Anglian Water's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

## **PART 10**

### **For the protection of Orsted Hornsea Project Three**

1. The provisions of this Part apply for the protection of Orsted unless otherwise agreed in writing between the undertaker and Orsted.

2. 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 Three Order limits;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

““Hornsea Three authorised project” means the authorised project as defined in the Hornsea Three Order;

“Hornsea Three Order” means the Hornsea Three Offshore Wind Farm Order 2020 (as amended);

“Hornsea Three Order land” means Order land as defined in the Hornsea Three Order;

“Hornsea Three Order limits” means Order limits as defined in the Hornsea Three Order;

“Orsted” means an undertaker with the benefit of all or part of the Hornsea Three Order for the time being;

“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 limits;

“proposed Hornsea Three Cable Corridor” means the proposed location for any part of the Hornsea Three authorised project permitted by the Hornsea Three Order within the Hornsea Three Order limits;

“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) in, on, under, over or within 25 metres of any part of the proposed Hornsea Three Cable Corridor or any apparatus located landward of the MHWS; or
- (b) in, on, under, over or within [xx] metres of any apparatus located seaward of the MHWS;
- (c) may in any way adversely affect any apparatus; and

“temporary works” so much of the specified works which are temporary works as including those set out in part 1 and part 2 of Schedule 1 within the Order.

**3.** The consent of Orsted under this Part is not required where the Hornsea Three Order has expired without the authorised development having been commenced pursuant to paragraph 1 of Part 3 of Schedule 12 to the Hornsea Three Order.

**4.** 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.

**5.** 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 Three Cable Corridor; or
- (b) acquire the Hornsea Three 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 Three Order land without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**6.—(1)** Not less than 56 days before the commencement of any specified works the undertaker must submit to Orsted a plan.

(2) The plan to be submitted to Orsted under sub-paragraph (1) must include a method statement which describes:—

- (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, design details etc. including but not limited to details of separation layers, crossing rock berm cover layers and any concrete mattresses;
- (d) the position of any part of the Hornsea Three authorised project;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any of the Hornsea Three authorised project;
- (f) any landscaping and/or ecological management plan; and
- (g) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2)(a) to (f) apply until Orsted has given written approval of the plan so submitted.

(4) Any approval of Orsted required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and

(b) must not be unreasonably withheld.

(5) In relation to a work to which sub-paragraphs (1) and/or (2)(a) to (f) apply, Orsted may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing the Hornsea Three authorised project against interference or risk of damage or delay to construction or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any of the Hornsea Three authorised project.

(6) Works to which this paragraph applies must only be executed:

- (a) in accordance with the plan submitted under sub-paragraphs (1) and (2)(a) to (f) and as relevant modified by sub-paragraph (5) or as amended from time to time by agreement between the undertaker and Orsted;
- (b) in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (8) by Orsted for the alteration or otherwise for the protection of the Hornsea Three authorised project, or for securing access to it; and
- (c) Orsted will be entitled to watch and inspect the execution of those works.

(7) Any protective works approved pursuant to this paragraph must be carried out to Orsted's satisfaction.

(8) Nothing in this paragraph shall preclude 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 specified 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.

(9) The undertaker 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 Orsted notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

**7.—(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 6 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 6 in so far as is reasonably practicable in the circumstances.

**8.** 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.

**9.—(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.

(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.

**10.** 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.

**11.** Subject to paragraph 10, the undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Orsted to the proposed Hornsea Three Cable Corridor and must not exercise the powers under articles 8 (street works), 10 (temporary stopping up of streets), 11 (temporary stopping up of public rights of way) or 12 (access to works) of this Order over or in respect of the Hornsea Three Cable Corridor otherwise than with the prior written consent of Hornsea Three.

**12.** To ensure its compliance with this Part, the undertaker must before carrying out any specified works pursuant to this Order request up-to-date written confirmation from Orsted of the location of any apparatus or the proposed Hornsea Three Cable Corridor.

**13.** 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.

**14.** 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 Three Cable Corridor.

**15.—**(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 15 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 15 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.

**16.** Any dispute arising between the undertaker and Orsted under this Part must unless otherwise agreed in writing between the undertaker and Orsted be determined by arbitration under article 43 (*arbitration*).

**17.** Insofar as the construction of the Hornsea Three authorised project gives rise to the need to modify any scheme secured by a requirement contained in Part 1 of Schedule 2 to the Order, Orsted will provide such assistance as is reasonably necessary to support the undertaker in pursuing any such modification.

## PART 11

### For the protection of Norfolk Vanguard

**1.** The provisions of this Part apply for the protection of Vanguard unless otherwise agreed in writing between the undertaker and Vanguard.

**2.** In this Part—

”apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Vanguard or its successor in title within the Norfolk Vanguard 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 parcels 16-013, 16-014, 16-015, 16-018, 16-019 and 16-020 shown on the land plans and described in the book of reference;

”Norfolk Vanguard Order” means the Norfolk Vanguard Offshore Wind Farm Order as granted by the Secretary of State on 1 July 2020;

”Norfolk Vanguard Order land” means Order land as defined in the Norfolk Vanguard 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 Norfolk Vanguard Order land;

”proposed Norfolk Vanguard Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Norfolk Vanguard Order within the Norfolk Vanguard Order land;

”specified works” means within the crossing area 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) in, on, under, over or within 25 metres of the proposed Norfolk Vanguard Cable Corridor or any apparatus; or
- (b) may in any way adversely affect any apparatus;

“temporary works” so much of the specified works which are temporary works as set out within the Order; and

”Vanguard” means an undertaker with the benefit of all or part of the Norfolk Vanguard Order for the time being

**3.** The consent of Vanguard under this Part is not required where the Norfolk Vanguard Order has expired without the authorised development having been commenced pursuant to requirement 1 of Schedule 1 to the Norfolk Vanguard Order.

**4.** Where conditions are included in any consent granted by Vanguard 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 Vanguard.

**5.** The undertaker must not under the powers of this Order—

- (a) acquire, extinguish, suspend, override or interfere with any rights that Vanguard has in respect of any apparatus or the proposed Norfolk Vanguard Cable Corridor;
- (b) acquire the Norfolk Vanguard Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Norfolk Vanguard Order land without the consent of Vanguard, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**6.—(1)** The undertaker must not under the powers of this Order carry out any specified works without the consent of Vanguard, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Vanguard 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 Vanguard and must submit such further particulars available to it that Vanguard may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Vanguard.

(4) Any approval of Vanguard 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 Norfolk Vanguard Cable Corridor or for securing access to any apparatus or the proposed Norfolk Vanguard Cable Corridor.

(5) Without limiting sub-paragraph (1), it is not reasonable for Vanguard to withhold or delay any consent or approval under this Part in relation to specified works 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 Norfolk Vanguard Cable Corridor.

(6) Where Vanguard 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 Vanguard'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.

**7.—**(1) The undertaker must give to Vanguard 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 Vanguard written notice of the completion.

(2) The undertaker is not required to comply with paragraph 6 or sub-paragraph (1) in a case of emergency, but in that case it must give to Vanguard 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 6 in so far as is reasonably practicable in the circumstances.

**8.** The undertaker must at all reasonable times during construction of the specified works allow Vanguard and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

**9.—**(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 Vanguard requiring the undertaker to do so, remove the temporary works.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Vanguard may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

**10.** 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 Vanguard to maintain or use the apparatus no less effectively than was possible before the obstruction.

**11.** Subject to paragraph 10 the undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Vanguard to the proposed Norfolk Vanguard Cable Corridor.

**12.** To ensure its compliance with this Part, the undertaker must before carrying out any specified works or operations pursuant to this Order request up-to-date written confirmation from Vanguard of the location of any apparatus or the proposed Norfolk Vanguard Cable Corridor.

**13.** The undertaker and Vanguard must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

**14.** The undertaker must pay to Vanguard the reasonable expenses incurred by Vanguard in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Norfolk Vanguard Cable Corridor.

**15.—**(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 Vanguard, or Vanguard becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Vanguard in making good such damage or restoring the service or supply; and
- (b) compensate Vanguard for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Vanguard, by reason or in consequence of any such damage or interruption or Vanguard 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 Vanguard, its officers, servants, contractors or agents.

(3) Vanguard 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) Vanguard 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 15 applies. If requested to do so by the undertaker, Vanguard shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 15 for claims reasonably incurred by Vanguard.

(5) The fact that any work or thing has been executed or done with the consent of Vanguard and in accordance with any conditions or restrictions prescribed by Vanguard or in accordance with any plans approved by Vanguard 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.

**16.** Any dispute arising between the undertaker and Vanguard under this Part must be determined by arbitration under article 43 (arbitration).

## PART 12

### For the protection of Norfolk Boreas

**1.** The provisions of this Part apply for the protection of Boreas unless otherwise agreed in writing between the undertaker and Boreas.

**2.** In this Part—

”apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Boreas or its successor in title within the Norfolk Boreas Order Land;

”Boreas” means an undertaker with the benefit of all or part of the Norfolk Boreas Order for the time being;

”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 parcels 16-013, 16-014, 16-015, 16-018, 16-019 and 16-020 shown on the land plans and described in the book of reference;

”Norfolk Boreas Order” means a development consent order granted by the Secretary of State following an application by Norfolk Boreas Limited for the Norfolk Boreas Offshore Wind Farm;

”Norfolk Boreas Order land” means Order land as defined in the Norfolk Boreas 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 Norfolk Boreas Order land;

”proposed Norfolk Boreas Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Norfolk Boreas Order within the Norfolk Boreas Order land;

”specified works” means within the crossing area 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) in, on, under, over or within 25 metres of the proposed Norfolk Boreas Cable Corridor or any apparatus; or
- (b) may in any way adversely affect any apparatus; and

“temporary works” so much of the specified works which are temporary works as set out within the Order.

**3.** The consent of Boreas under this Part is not required where the Norfolk Boreas Order has expired without the authorised development having been commenced pursuant to any requirement of Schedule 1 to the Norfolk Boreas Order.

**4.** Where conditions are included in any consent granted by Boreas 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 Boreas.

**5.** The undertaker must not under the powers of this Order—

- (a) acquire, extinguish, suspend, override or interfere with any rights that Boreas has in respect of any apparatus or the proposed Norfolk Boreas Cable Corridor;
- (b) acquire the Norfolk Boreas Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Norfolk Boreas Order land without the consent of Boreas, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**6.—(1)** The undertaker must not under the powers of this Order carry out any specified works without the consent of Boreas, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Boreas 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 Boreas and must submit such further particulars available to it that Boreas may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Boreas.

(4) Any approval of Boreas 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 Norfolk Boreas Cable Corridor or for securing access to any apparatus or the proposed Norfolk Boreas Cable Corridor.

(5) Without limiting sub-paragraph (1), it is not reasonable for Boreas to withhold or delay any consent or approval under this Part in relation to specified works 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 Norfolk Boreas Cable Corridor.

(6) Where Boreas 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 Boreas’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.

**7.—(1)** The undertaker must give to Boreas 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 Boreas written notice of the completion.

(2) The undertaker is not required to comply with paragraph 6 or sub-paragraph (1) in a case of emergency, but in that case it must give to Boreas 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 6 in so far as is reasonably practicable in the circumstances.

**8.** The undertaker must at all reasonable times during construction of the specified works allow Boreas and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

**9.—(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 Boreas requiring the undertaker to do so, remove the temporary works.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Boreas may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

**10.** 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 Boreas to maintain or use the apparatus no less effectively than was possible before the obstruction.

**11.** Subject to paragraph 10, the undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Boreas to the proposed Norfolk Boreas Cable Corridor.

**12.** To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order request up-to-date written confirmation from Boreas of the location of any apparatus or the proposed Norfolk Boreas Cable Corridor.

**13.** The undertaker and Boreas must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

**14.** The undertaker must pay to Boreas the reasonable expenses incurred by Boreas in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Norfolk Boreas Cable Corridor.

**15.—(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 Boreas, or Boreas becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Boreas in making good such damage or restoring the service or supply; and
- (b) compensate Boreas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Boreas, by reason or in consequence of any such damage or interruption or Boreas 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 Boreas, its officers, servants, contractors or agents.

(3) Boreas 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) Boreas 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 15 applies. If requested to do so by the undertaker, Boreas shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 15 for claims reasonably incurred by Boreas.

(5) The fact that any work or thing has been executed or done with the consent of Boreas and in accordance with any conditions or restrictions prescribed by Boreas or in accordance with any plans approved by Boreas 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.

16. Any dispute arising between the undertaker and Boreas under this Part must be determined by arbitration under article 43 (arbitration).

## PART 13

### FOR THE PROTECTION OF EASTERN POWER NETWORKS PLC

#### **Application**

1. For the protection of the persons referred to in this part of this Schedule the following provisions will, unless otherwise agreed in writing between the undertaker and the person concerned, have effect.

#### **Interpretation**

2. 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 the protected person to enable the protected person in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means in respect of the various protected persons means electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by that protected person;

“commence” has the same meaning as in article 2 but for the purposes of this Schedule 14 any works whatsoever which are near to or may affect apparatus of the protected person will be included within this definition and for the avoidance of doubt this includes works for the diversion or laying of services;

“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” will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the protected person 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;

“protected person” means any licence holder within the meaning of Part 1 of the Electricity Act 1989.

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the protected person are regulated by the provisions of Part 3 of the 1991 Act.

#### **Apparatus of Protected Persons in stopped up streets**

4. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 10 (*temporary stopping up of streets*), or otherwise under this Order, a protected person will be at liberty at all times to take all necessary access across any such stopped up highway 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 subject always to the undertaking of works by the undertaker authorised by this Order.

### **Protective works to buildings**

5.—(1) The undertaker, in the case of the powers conferred by this Order will so exercise those powers as not to obstruct or render less convenient the access to any apparatus without the written consent of the protected person and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of any protected person or any interruption in the supply of electricity, gas or water, as the case may be, by the protected person is caused, the undertaker will bear and pay on demand the cost reasonably incurred by that protected person in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

- (a) make compensation to the undertaker for any loss sustained by it; and
- (b) reimburse the protected person against all reasonably made claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by that protected person, by reason of any such damage or interruption.

(2) Nothing in this paragraph will impose any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of a protected person or its contractors or workmen; and the protected person will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof will be made without first consulting the undertaker and giving it an opportunity to make representations as to the claim or demand.

### **Acquisition of land**

6. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker will not acquire any apparatus or override any easement or other interest of a protected person or acquire any land or other interest of a protected person or create any new rights over the same otherwise than by agreement of the promoter such agreement not to be unreasonably withheld or delayed.

### **Removal of apparatus**

7.—(1) If, in the exercise of agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus will not be removed under this part of this Schedule and any right of a protected person to maintain that apparatus in that land will not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of the protected person in question in accordance with sub-paragraphs (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 undertaker requires the removal of any apparatus placed in that land, it will give to the protected person in question 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 a protected person reasonably needs to remove any of its apparatus) the undertaker will, subject to sub-paragraph (3), afford to the protected person to their satisfaction (taking into account sub-paragraph 8(1) below) the necessary facilities and rights for:-

- (a) 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 protective person in question will, on receipt of a written notice to that effect from the undertaker, 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 save that this obligation will not extend to the requirement for the protected person 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 under this part of this Schedule will be constructed in such manner and in such line or situation as may be agreed between the protected person in question and the undertaker both acting reasonably.

(5) The protected person in question will, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the protected person 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.

### **Facilities and rights for alternative apparatus**

**8.**—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to a protected person 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 will be granted upon such terms and conditions as may be agreed between the undertaker and the protected person in question and will be no less favourable on the whole to the protected person in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by the protected person.

(2) If the facilities and rights to be afforded by the undertaker and agreed with the protected person 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 less favourable on the whole to the protected person 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 in the matter will be referred to arbitration and, the arbitrator will make such provision for the payment of compensation by the undertaker to that protected person as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: Protection**

**9.**—(1) Not less than 56 days before commencing the execution of any works authorised by this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise, the undertaker will submit to the protected person in question a plan.

(2) In relation to any works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or involve embankment works within 15 metres of any apparatus, the plan to be submitted to the protected person under sub-paragraph (1) will 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, 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.
- (f) proposed mitigation required.

(3) The undertaker will not commence the construction or renewal of any works to which sub-paragraph (2) applies until the protected person has given written approval of the plan so submitted.

(4) The protected person may require as a condition of their consent the undertaker to enter into an asset protection agreement in a form which is reasonably required by the protected person to ensure that the undertaker provides enough mitigation for the works.

(5) Any approval of the protected person required under sub-paragraph (2)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7);

(b) will not be unreasonably withheld or delayed;

(c) will be deemed to be granted 14 days after the expiry of the 56 day period if no response to the request for approval has been provided within that initial 56 day period.

(6) In relation to a work to which sub-paragraph (2) applies, the protected person 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.

(7) Works executed under this Order will be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (4), as amended from time to time by agreement between the undertaker and the protected person and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by the protected person for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the protected person near to, or will or may affect, any apparatus be entitled to watch and inspect the execution of those works.

(8) Where any protected person requires any protective works to be carried out either by the protected person itself or by the undertaker (whether of a temporary or permanent nature) such protective works will be carried out to the protected person's reasonable satisfaction prior to the carrying out of any works authorised by the Order (or any relevant part thereof) and the protected person in question will give 56 days' notice of such works from the date of approval of a plan submitted in line with sub-paragraphs (1) or (4) (except in an emergency).

(9) If a protected person in accordance with sub-paragraphs (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 1 to 3 and 6 to 8 will apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 7(2).

(10) Nothing in this paragraph will preclude the undertaker from submitting at any time or from time to time, but in no case will the execution of any works commence until 56 days have lapsed following submission of any 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; and

(11) The undertaker 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 will give to the protected person in question notice as soon as is reasonably practicable and a plan of those works and will comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

## **Expenses**

**10.**—(1) Subject to the following provisions of this paragraph, the undertaker will repay to a protected person on demand all charges, costs and expenses reasonably incurred by that protected person 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 in this Part of this Schedule 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 protected person elects to use compulsory purchase powers to acquire any necessary rights under sub-paragraph 7(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 in 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 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 undertaker or in default of agreement settled by arbitration in accordance with article 43 (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 protected person in question 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 operations, capacity, dimensions or place at the existing depth in which case full costs will 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 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 a protected person 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 the protected person 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.

**11.—**(1) Subject to sub-paragraphs (2) and (3) of this paragraph 11, if by reason or in consequence of the execution of any works in, on, under or over any land purchased, held, appropriated or used under this Order, 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 a protected person, or there is any interruption in any service provided, or in the supply of any goods, by any protected person, the undertaker must bear and pay the cost reasonably incurred by that protected person in making good such damage or restoring the supply, and must

- (a) make reasonable compensation to that protected person for any other expenses, loss, damages, penalty or costs incurred by the protected person; and
- (b) indemnify the protected person against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from, or incurred by, the protected person,

by reason or in consequence of any such damage or interruption; and the fact that any act or thing may have been done by the protected person on behalf the undertaker or in accordance with plans approved by the protected person or in accordance with any requirement of the protected person or under its supervision does not, subject to sub-paragraph (2), excuse the undertaker from any liability under the provisions of this paragraph.

(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 a protected person, its officers, servants, contractors or agents.

(3) A protected person must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the 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.

### **Enactments and agreements**

12. Nothing in this part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and a protected person in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

### **Co-operation**

13. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a protected person requires the removal of apparatus under sub-paragraph 7(2) or a protected person makes requirements for the protection or alteration of apparatus under sub-paragraph (9), the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of the protected person's undertaking taking into account the undertaker's desire for the efficient and economic execution of the authorised development and the undertaker and each relevant protected person will co-operate with each other for those purposes.

### **Access**

14. If in consequence of an agreement reached in accordance with sub-paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker will provide such alternative means of access to such apparatus as will enable the protected person to maintain or use the apparatus no less effectively than was possible before such obstruction.

### **Arbitration**

15. Save for differences or disputes arising under sub-paragraphs 7(2), 7(4), 8(1) and 9 any difference or dispute arising between the undertaker and a protected person under this Part of this Schedule will, unless otherwise agreed in writing between the undertaker and that protected person, be determined by arbitration in accordance with article 43 (*arbitration*).

## PART 14

### For the protection of National Highways Limited

#### **Application etc.**

1.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or Town and Country Planning (General Permitted Development) (England) Order 2015 which shall continue to apply in respect of the exercise of all National Highways' statutory functions.

#### **Interpretation**

2.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(2) In this Part of this Schedule—

“A47 Order” means the A47 North Tuddenham to Easton Development Consent Order 2022;

“A47 Tuddenham Order land” means the Order land as defined in the A47 Order;

“condition survey” means a survey of the condition of National Highways structures and assets within the Order limits that may be affected by the specified works;

“contractor” means any contractor or subcontractor appointed by the undertaker to carry out the specified;

“detailed design information” means such of the following drawings specifications and calculations as are relevant to the specified works—

- (a) site clearance details;
- (b) boundary, environmental and mitigation fencing;
- (c) road restraints systems and supporting road restraint risk appraisal process assessment;
- (d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways
- (e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;
- (f) landscaping;
- (g) proposed departures from DMRB standards;
- (h) walking, cycling and horse riding assessment and review report;
- (i) stage 1 and stage 2 road safety audits and exceptions agreed;
- (j) topographical survey;
- (k) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;
- (l) health and safety information including any asbestos survey required by GG105 or any successor document; and
- (m) other such information that may be reasonably required by National Highways to be used to inform the detailed design of the specified works;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“the health and safety file” means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

“programme of works” means a document setting out the sequence and timetabling of the specified works;

“road safety audit” means an audit carried out in accordance with the road safety audit standard;

“road safety audit standard” means DMRB Standard HD GG119 or any replacement or modification of it;

“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

“specified works” means so much of any work, including highway works, authorised by this Order including any maintenance of that work, as is undertaken—

(a) on, in, under or over the strategic road network for which National Highways is the highway authority; or

(b) on, in, under or over the A47 Tuddenham Order land

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway for which National Highways is the highway authority;

## **General**

**3.** References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

## **Prior approvals**

**4.**—(1) The specified works must not commence until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a)

(ii) details of the proposed road space bookings;

(iii) the identity and qualifications of the contractor and nominated persons;

(iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;

(v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has

been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding; and

- (d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;
- (e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(iv) above; and
- (f) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways considers will be affected by the specified works, has been agreed in writing by National Highways.

(2) The undertaker must not exercise—

- (a) article 4 (maintenance of authorised development);
- (b) article 10 (temporary stopping up of streets);
- (c) article 11 (temporary stopping up of public rights of way);
- (d) article 14 (discharge of water);
- (e) article 15 (protective works to buildings);
- (f) article 16 (authority to survey and investigate land);
- (g) article 18 (compulsory acquisition of land);
- (h) article 20 (compulsory acquisition of rights);
- (i) article 26 (temporary use of land for carrying out the authorised project);
- (j) article 27 (temporary use of land for maintaining the authorised project); or
- (k) article 34 (felling or lopping trees or removal of hedgerows) of this Order,

over any part of the strategic road network or any land owned, controlled or temporarily acquired by National Highways under the A47 Order without the consent of National Highways, such consent not to be unreasonably withheld or delayed, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management as required for National Highways' approval.

(3) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraphs (1) or (2).

(4) Any approval of National Highways required under this paragraph-

- (a) must be given in writing; and
- (b) may be subject to any conditions as National Highways considers reasonably necessary.

(5) The approval of National Highways under sub-paragraph (4) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to National Highways no disapproval has been intimated nor the grounds of such disapproval the undertaker may serve upon National Highways written notice requiring National Highways to intimate approval or disapproval within a further period of 28 days beginning with the date upon which National Highways receives written notice from the undertaker. If by the expiry of the further 28 days National Highways has not intimated approval or disapproval, National Highways shall be deemed to have approved the plans as submitted.

(6) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways within 7 days and details of their qualifications.

(7) Any change to the detailed design of the specified works must be approved by National Highways in accordance with paragraph 4(4) of this Part.

## **Construction of the specified works**

5.—(1) The undertaker must give National Highways 30 days' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways.

(2) The undertaker must comply with National Highways' road space booking procedures prior to and during the carrying out the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the reasonable satisfaction of National Highways in accordance with—

- (a) the relevant detailed design information and programme of works approved pursuant to paragraph 4(1) above or as subsequently varied by agreement between the undertaker and National Highways;
- (b) where relevant, the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, save to the extent that any departures or exceptions from those standards apply which have been approved by National Highways; and
- (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the reasonable satisfaction of National Highways.

(4) The undertaker must ensure that (where possible) without entering the highway the highway is kept free from mud, soil and litter as a result of carrying out a Specified Work.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works for the purposes of inspection and supervision of the specified works.

(6) If any part of the specified works is constructed-

- (a) other than in accordance with the requirements of this Part of this Schedule; or
- (b) in a way that causes damage to the highway, highway structure or asset,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the reasonable satisfaction of National Highways.

(7) If during the carrying out of the specified works the undertaker or its appointed contractors or agents causes damage to the strategic road network or to any land owned, controlled or temporarily acquired by National Highways pursuant to the A47 Order, then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(8) If within 28 days on which a notice under sub-paragraphs (6) or (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure reasonably incurred by National Highways in so doing, such sum to be payable within 30 days of demand.

(9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the specified works without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(10) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 4(1)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways

reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

## **Payments**

6.—(1) The undertaker must pay to National Highways a sum equal to the whole of any costs and expenses which National Highways reasonably incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works, including—

- (a) the checking and approval of the information required under paragraph 4(1);
- (b) the supervision of the specified works;
- (c) all legal and administrative costs and disbursements incurred by National Highways in connection with the specified works and sub-paragraphs (a)-(d); and

together comprising “the NH costs”.

(2) National Highways must within 14 days of receipt of the information pursuant to sub-paragraph 4(1) provide the undertaker with a schedule showing its estimate of the NH costs.

(3) The undertaker must within 30 days of receipt of the notice pursuant to sub-paragraph (2) pay to National Highways the estimate of the NH costs.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs notified pursuant to sub-paragraph (2) it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate (the “excess”).

(5) The undertaker must within 30 days of receipt of the notification pursuant to sub-paragraph (4) pay to National Highways an amount equal to the excess.

(6) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above as a fully itemised invoice within 30 days of the undertaker notifying to National Highways that a specified work has been completed.

(7) Within 30 days of the issue of the final account:

- (a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it; and
- (b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(8) The undertaker must pay to National Highways within 30 days of receipt and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the specified works.

## **Completion of a specified work**

7.—(1) The undertaker must within 28 days of completion of a specified work arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to paragraph 7(1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing, which must not be unreasonably withheld or delayed, and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover any expenditure it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to paragraph 7(1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover any expenditure it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

### **Indemnity**

**8.** The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order within 30 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways or its officers servants agents or contractors or any person or body for which it is responsible.

### **Maintenance of the specified works**

**9.—(1)** The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured.

(3) The undertaker must comply with any reasonable requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days' in advance of the planned commencement date of the maintenance works.

### **Expert Determination**

**10.—(1)** Subject to the provisions of this paragraph, article 43 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

- (a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert's appointment;
- (b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;
- (c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and
- (d) give reasons for the decision.



(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 43 (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

## SCHEDULE 15

Article 43

### 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 four months from the date the Arbitrator is appointed pursuant to article 43 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within 20 business days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.

(3) 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 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; and
- (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; and
- (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 under 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; and
- (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 four months of the date on which they are 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 them 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(a), 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) Subject to sub-paragraphs (2), (3) and (4), any arbitration hearing and documentation shall be open to and accessible by the public.

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(a) 1996 c. 23.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 17, the hearings must take place in private unless otherwise agreed between the parties and 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.

(3) The Arbitrator may direct that the whole or part of a hearing is to be private and/or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(4) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

## SCHEDULE 16

Article 34

### Hedgerows

#### PART 1

##### Removal of Hedgerows

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of South Norfolk	The hedgerow marked H0010 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0014 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0022 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0025 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0027 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0028 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0033 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0040 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0046 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0048 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0049 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0051 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0053 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0054 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0063 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0075 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0077 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0078 on the tree preservation order and hedgerow plan

	hedgerow plan
District of Broadland	The hedgerow marked H0118 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0128 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0133 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0134 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0135 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0138 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0152 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0176 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0184 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0185 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0188 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0191 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0192 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0194 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0199 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0203 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0204 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0205 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0213b on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0215 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0217 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0218 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0231 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0234 on the tree preservation order and hedgerow plan

## PART 2

### Removal of potentially important hedgerows

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*(1) Area*

*(2) Reference of hedgerow*

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District of North Norfolk	The hedgerow marked HR023 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked HR024 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0030 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked HR036 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked HR0128a on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked HR0128b on the tree preservation order and hedgerow plan

### PART 3

#### Removal of important hedgerows

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of South Norfolk	The hedgerow marked H0001 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0002 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0004 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0005 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0011 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0012 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0013 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0015 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0016 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0017 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0020 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0021 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0029 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0031 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0032 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0034 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0037 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0038 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0039 on the tree preservation order and hedgerow plan







	hedgerow plan
District of North Norfolk	The hedgerow marked H0178 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0179 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0180 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0182 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0186 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0187 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0189 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0190 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0195 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0206 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0208 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0210 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0216 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0219 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0220 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0221 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0222b on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0233 on the tree preservation order and hedgerow plan

## SCHEDULE 17

Article 46

### Compensation Measures

#### PART 1

North Norfolk Coast Special Protection Area / Greater Wash Special Protection Area:  
Delivery of measures to compensate for sandwich tern loss

**1. In this Part—**

“Defra” means the Department for Environment, Food and Rural Affairs;

“the GW” means the site designated as the Greater Wash Special Protection Area;

“the NNC” means the site designated as the North Norfolk Coast Special Protection Area;

“Sandwich Tern Compensation Plan” means the relevant principles for Sandwich tern compensation set out in the document certified as the habitats regulations derogation provision of evidence, annex 2A - outline sandwich tern compensation implementation and monitoring plan for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“Sandwich Tern CIMP” means the Sandwich tern compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult Sandwich tern from the NNC and GW as a result of the authorised development;

“the Strategic Compensation Fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures; and

“STCSG” means the Sandwich Tern Compensation Steering Group;

**2.** The offshore works may not be commenced until a plan for the work of the STCSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference for the STCSG;
- (b) details of the membership of the STCSG;
- (c) details of the schedule of meetings, timetable for preparation of the Sandwich Tern CIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**3.** Following consultation with the STCSG the Sandwich Tern CIMP must be submitted to the Secretary of State for approval, in consultation with the local planning authority, the MMO, Marine Scotland (where relevant) and the relevant statutory nature conservation body.

**4.** The Sandwich Tern CIMP must be based on the strategy for Sandwich tern compensation set out in the Sandwich Tern Compensation Plan and include:

- (1) For the nesting habitat improvements and restoration of lost breeding range measures:
  - (a) details of where compensation measures will be delivered and the suitability of the site to deliver the measures;
  - (b) details of landowner agreements and sea bed access agreements, if relevant, demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the Sandwich Tern CIMP;
  - (c) details of the design of nesting habitat improvements and restoration of lost breeding range measures including how risks from avian or mammalian predation and unauthorised human access will be mitigated;
  - (d) an implementation timetable for the delivery of the nesting habitat improvements and restoration of lost breeding range measures that ensures all compensation measures are in place prior to the operation of any turbine forming part of the authorised development;
  - (e) details of the maintenance schedule for the measures;
  - (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
  - (g) provision for reporting to the Secretary of State, to include details of the use of the nesting habitat improvements by breeding Sandwich tern to identify barriers to success and target any adaptive management measures;
  - (h) minutes from all consultations with the STCSG;
  - (i) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the nesting habitat improvements and restoration of lost breeding range compensation measure or as an adaptive management measure for the purposes of paragraphs 4(1)(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and Defra or other Government body

responsible for the operation of the Strategic Compensation Fund in consultation with the STCSG.

- (j) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the nesting habitat improvements and restoration of lost breeding range compensation measure or as an adaptive management measure for the purposes of paragraphs 4(1)(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and the other party in consultation with the STCSG. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph; and
  - (k) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the nesting habitat improvements and restoration of lost breeding range measures compensation measure or as an adaptive management measure for the purposes of paragraphs 4(1)(f) and (g) of this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph.
- (2) For the measures to improve breeding success at SPA sites other than the NNC:
- (a) details of where compensation measures will be delivered and the suitability of the site to deliver the measures;
  - (b) details of landowner agreements, if relevant, demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the Sandwich Tern CIMP;
  - (c) details of the design of the measures including how risks from avian or mammalian predation and unauthorised human access will be mitigated;
  - (d) an implementation timetable for the delivery of the measures that ensures all compensation measures are in place prior to the operation of any turbine forming part of the authorised development;
  - (e) details of the maintenance schedule for the compensation measures;
  - (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
  - (g) provision for reporting to the Secretary of State, to include details of the use of the measures by breeding Sandwich tern to identify barriers to success and target any adaptive management measures;
  - (h) minutes from all consultations with the STCSG;
  - (i) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the measures to improve breeding success at SPA sites other than the NNC or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and Defra or other Government body responsible for the operation of the Strategic Compensation Fund in consultation with the STCSG.
  - (j) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the measures to improve breeding success at SPA sites other than the NNC or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and the party delivering the measures, in consultation with the STCSG. The Secretary of State shall

consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph; and

- (k) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the measures to improve breeding success at SPA sites other than the NNC or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (g) of this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph

**5.** Notwithstanding the requirement of paragraphs 6, 7 and 8 of this Part of this Schedule the undertaker shall not be required to undertake the nesting habitat improvements and the restoration of lost breeding range measures to the extent that:

- (a) a contribution to the Strategic Compensation Fund has been elected in substitution for either the nesting habitat improvements and restoration of lost breeding range measures for the purposes of paragraph 4(1)(i) of this Part of this Schedule, or in substitution for the measures to improve breeding success at SPA sites other than the NNC for the purposes of paragraph 4(2)(i) of this Part of this Schedule;
- (b) a financial contribution towards the establishment of compensation measures by another party has been elected in substitution for either the nesting habitat improvements and restoration of lost breeding range for the purposes of paragraph 4(1)(j) of this Part of this Schedule, or in substitution for the measures to improve breeding success at SPA sites other than the NNC for the purposes of paragraph 4(2)(j) of this Part of this Schedule; or
- (c) the undertaker has elected to collaborate with another party in the delivery of compensation measures in substitution for either the nesting habitat improvements and restoration of lost breeding range measures for the purposes of paragraph 4(1)(k) of this Part of this Schedule, or in substitution for the measures to improve breeding success at SPA sites other than the NNC for the purposes of paragraph 4(2)(k) of this Part of this Schedule.

**6.** The undertaker must implement the measures set out in the Sandwich Tern CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until the measures set out in the Sandwich Tern CIMP have been implemented.

**7.** The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the Sandwich Tern CIMP.

**8.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**9.** The compensation measures implemented in accordance with the Sandwich Tern CIMP must not be decommissioned without written approval of the Secretary of State in consultation with the relevant statutory nature conservation body.

**10.** The Sandwich Tern CIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Sandwich Tern CIMP must be in accordance with the principles set out in the Sandwich Tern Compensation Plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the Sandwich Tern Compensation Plan.

## PART 2

### Flamborough and Filey Coast Special Protection Area: Delivery of measures to compensate for kittiwake loss

**1.** In this Part—

“Defra” means the Department for Environment, Food and Rural Affairs;

“the FFC” means the site designated as the Flamborough and Filey Coast Special Protection Area;

“Kittiwake CIMP” means the kittiwake compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC as a result of the authorised development;

“Kittiwake Compensation Plan” means the relevant principles for kittiwake compensation set out in the document certified as the annex 3A - outline kittiwake compensation implementation and monitoring plan for the purposes of this Order under article 38 (Certification of plans and documents, etc.);

“KCSG” means the Kittiwake Compensation Steering Group;

“Strategic Compensation Fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures;

**2.** The offshore works may not be commenced until a plan for the work of the KCSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference for the KCSG;
- (b) details of the membership of the KCSG;
- (c) details of the schedule of meetings, timetable for preparation of the Kittiwake CIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**3.** Following consultation with the KCSG the Kittiwake CIMP must be submitted to the Secretary of State for approval, in consultation with the local planning authority or authorities for the land containing the artificial nest site improvements, and the relevant statutory nature conservation body.

**4.** The Kittiwake CIMP must be based on the strategy for kittiwake compensation set out in the Kittiwake Compensation Plan and include:

- (a) details of where artificial nest site improvements compensation measures will be delivered and the suitability of the site to deliver the measures;
- (b) details of landowner agreements, if relevant, demonstrating how rights will be obtained to install the measures at the site(s) and assurances that the land management will deliver the ecology objectives of the Kittiwake CIMP;
- (c) details of the design of the artificial nest site improvements, including how risks from avian or mammalian predation and unauthorised human access will be mitigated;
- (d) an implementation timetable for the delivery of artificial nest site improvements that ensures all compensation measures are in place to allow three full kittiwake breeding season prior to the operation of any turbine forming part of the authorised development;
- (e) details of the maintenance schedule for the artificial nest site improvements;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;

- (g) provision for reporting to the Secretary of State, to include details of the use of the nest sites by breeding kittiwake to identify barriers to success and target any adaptive management measures;
- (h) minutes from all consultations with the KCSG; and
- (i) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the artificial nest site improvements compensation measure or as an adaptive management measure for the purposes of paragraphs 14(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and Defra or other Government body responsible for the operation of the Strategic Compensation Fund in consultation with the KCSG.
- (j) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the artificial nest site improvements compensation measure or as an adaptive management measure for the purposes of paragraphs 14(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and the other party in consultation with the KCSG. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph
- (k) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the artificial nest site improvements compensation measure or as an adaptive management measure for the purposes of paragraphs 14(f) and (g) of this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph.

**5.** Notwithstanding the requirements of paragraphs 16, 17, 18 and 19 of this Part of this Schedule the undertaker shall not be required to undertake the artificial nest site improvements compensation measure to the extent that:

- (a) a contribution to the Strategic Compensation Fund has been elected in substitution for the artificial nest site improvements compensation measure for the purposes of paragraph 14(i) of this Part of this Schedule;
- (b) a financial contribution towards the establishment of compensation measures by another party has been elected in substitution for the artificial nest site improvements compensation measure for the purposes of paragraph 14(j) of this Part of this Schedule; or
- (c) the undertaker has elected to collaborate with another party in the delivery of compensation measures in substitution for the artificial nest site improvements compensation measure for the purposes of paragraph 14(k) of this Part of this Schedule.

**6.** The undertaker must implement the measures set out in the Kittiwake CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until three full breeding seasons following the implementation of the measures set out in the Kittiwake CIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 31 August.

**7.** The undertaker shall notify the Secretary of State of completion of implementation of the artificial nest site improvements measures set out in the Kittiwake CIMP.

**8.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

9.

10. The artificial nest site improvements measures must not be decommissioned without written approval of the Secretary of State in consultation with relevant statutory nature conservation body.

11. The Kittiwake CIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Kittiwake CIMP must be in accordance with the principles set out in the Kittiwake Compensation Plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the Kittiwake Compensation Plan.

## SCHEDULE 18

Article 38

### Documents to be certified

The following documents in Table 1 are the list referred to in article 38—

**Table 1**

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
2.3		Land Plans		
2.4		Crown Land Plan		
2.5		Special Category Land Plan		
2.6		Works Plans (Onshore)		
2.7		Works Plans (Offshore)		
2.8		Offshore Order Limits and Grid Coordinates Plan		
2.9		Access to Works Plan		
2.10		Streets (to be temporarily stopped up) Plan		
2.11		Public Rights of Way (to be temporarily stopped up) Plan		
2.12		Tree Preservation Order and Hedgerow Plan		
4.1		Book of Reference		
5.5.2.1		Habitats Regulations Derogation Provision of Evidence, Annex 2A - Outline Sandwich Tern Compensation Implementation and Monitoring Plan		
5.5.3.1		Habitats Regulations Derogation Provision of Evidence, Annex 3A - Outline Kittiwake Compensation Implementation and Monitoring Plan		
Environmental Statement				
6.1.1		Environmental Statement		

6.1.2	Chapter 1 - Introduction Environmental Statement
6.1.3	Chapter 2 - Policy and Legislative Context Environmental Statement
6.1.4	Chapter 3 - Site Selection & Assessment of Alternatives Environmental Statement
6.1.5	Chapter 4 - Project Description Environmental Statement
6.1.6	Chapter 5 - EIA Methodology Environmental Statement
6.1.7	Chapter 6 - Marine Geology, Oceanography and Physical Processes Environmental Statement
6.1.8	Chapter 7 - Marine Water and Sediment Quality Environmental Statement
6.1.9	Chapter 8 - Benthic Ecology Environmental Statement
6.1.10	Chapter 9 - Fish and Shellfish Ecology Environmental Statement
6.1.11	Chapter 10 - Marine Mammal Ecology Environmental Statement
6.1.12	Chapter 11 - Offshore Ornithology Environmental Statement
6.1.13	Chapter 12 - Commercial Fisheries Environmental Statement
6.1.14	Chapter 13 - Shipping Navigation Environmental Statement
6.1.15	Chapter 14 - Offshore Archaeology and Cultural Heritage Environmental Statement
6.1.16	Chapter 15 - Aviation and Radar Environmental Statement
6.1.17	Chapter 16 - Petroleum Industry and Other Marine Users Environmental Statement
6.1.18	Chapter 17 - Ground Conditions and Contamination Environmental Statement
	Chapter 18 - Water



	Resources and Flood Risk
6.1.19	Environmental Statement Chapter 19 - Land Use, Agriculture and Recreation
6.1.20	Environmental Statement Chapter 20 - Onshore Ecology and Ornithology
6.1.21	Environmental Statement Chapter 21 - Onshore Archaeology and Cultural Heritage
6.1.22	Environmental Statement Chapter 22 - Air Quality
6.1.23	Environmental Statement Chapter 23 - Noise and Vibration
6.1.24	Environmental Statement Chapter 24 - Traffic and Transport
6.1.25	Environmental Statement Chapter 25 - Seascape and Visual Impact Assessment
6.1.26	Environmental Statement Chapter 26 - Landscape and Visual Impact Assessment
6.1.27	Environmental Statement Chapter 27 - Socio- Economics and Tourism
6.1.28	Environmental Statement Chapter 28 - Health
6.1.29	Environmental Statement Chapter 29 - Transboundary Impacts
6.2.3	Environmental Statement Chapter 3 Figures - Site Selection and Assessment of Alternatives
6.2.4	Environmental Statement Chapter 4 Figures - Project Description
6.2.5	Environmental Statement Chapter 5 Figures - EIA Methodology
6.2.6	Environmental Statement Chapter 6 Figures - Marine Geology, Oceanography and Physical Processes
6.2.7	Environmental Statement Chapter 7 Figures - Marine Water and Sediment Quality

6.2.8	Environmental Statement Chapter 8 Figures - Benthic Ecology
6.2.9	Environmental Statement Chapter 9 Figures - Fish and Shellfish Ecology
6.2.11	Environmental Statement Chapter 11 Figures - Offshore Ornithology
6.2.12	Environmental Statement Chapter 12 Figures - Commercial Fisheries
6.2.13	Environmental Statement Chapter 13 Figures - Shipping Navigation
6.2.14	Environmental Statement Chapter 14 Figures - Offshore Archaeology and Cultural Heritage
6.2.15	Environmental Statement Chapter 15 Figures - Aviation and Radar
6.2.16	Environmental Statement Chapter 16 Figures - Petroleum Industry and other Marine Users
6.2.18	Environmental Statement Chapter 18 Figures - Water Resources and Flood Risk
6.2.19	Environmental Statement Chapter 19 Figures - Land Use, Agriculture and Recreation
6.2.20	Environmental Statement Chapter 20 Figures - Onshore Ecology and Ornithology
6.2.22	Environmental Statement Chapter 22 Figures - Air Quality
6.2.23	Environmental Statement Chapter 23 Figures - Noise and Vibration
6.2.24	Environmental Statement Chapter 24 Figures - Traffic and Transport
6.2.25	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part 1 of 18
6.2.25	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part

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13.5	Marine Processes Technical Note (Revision B) (Clean)
14.28	Auk Construction Phase Displacement Assessment (EIA Context) Technical Note
14.31	Addendum to the Flood Risk Assessment
14.32	Addendum to Environmental Statement Chapter 20 Onshore Ecology and Ornithology
16.14	Marine Mammals Technical Note
17.2	Supplemental Environmental Information to support the Applicant’s material

	change request
Other documents	
9.3	Design and Access Statement
9.4	Draft Marine Mammal Mitigation Protocol
9.5	Offshore in Principle Monitoring Plan
9.6	In Principle Site Integrity Plan for the Southern North Sea Special Area of Conservation
9.7	Outline Cromer Shoal Chalk Beds Marine Conservation Zone Cable Specification, Installation And Monitoring Plan
9.8	Outline Fisheries Liaison and Co-existence Plan
9.9	Outline Offshore Operations and Maintenance Plan
9.10	Outline Project Environmental Management Plan
9.11	Outline Written Scheme of Investigation (Offshore)
9.12	Outline Marine Traffic Monitoring Plan
9.16	Outline Construction Traffic Management Plan
9.17	Outline Code of Construction Practice
9.18	Outline Landscape Management Plan
9.19	Outline Ecological Management Plan
9.20	Outline Operational Drainage Strategy (Onshore Substation)
9.21	Outline Written Scheme of Investigation (Onshore)
9.22	Outline Public Rights of Way Strategy
9.23	Outline Skills and Employment Plan

### **EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order grants development consent for, and authorises the construction, operation and maintenance of two offshore generating stations located in the North Sea approximately 13.6km and 24.8km from the Norfolk coast together with associated development. The Order authorises

the compulsory purchase of land and rights in land and the right to use land and to override easements and other rights.

This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the wind farms. The 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 and documents, etc.) of this Order may be inspected free of charge at the offices of Norfolk County Council, County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH.