



FIVE
ESTUARIES
OFFSHORE WIND FARM

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10.61 DRAFT DEVELOPMENT CONSENT ORDER (REVISION H) INCLUDING WITHOUT PREJUDICE SCHEDULES

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202[•] No.

INFRASTRUCTURE PLANNING

The Five Estuaries Offshore Wind Farm Order 202[•]

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 of 5 members (appointed by the Secretary of State) in accordance with Part 6 of the 2008 Act and carried out in accordance with the Infrastructure Planning (Examination Procedure) Rules 2010(b).

The panel, having considered [the representations made and not withdrawn and] the application together with the accompanying documents, in accordance with section 74(2) of the 2008 Act, has submitted a report and recommendation to the Secretary of State.

The Secretary of State has considered the [representations made and not withdrawn], and the report and recommendation of the panel, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure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(c), and, as a national policy statement as effect in relation to the proposed development, 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 the open space forming special category land specified in the land plans and special category land plan (as defined in article 2 of this Order), when burdened with any new rights authorised to be compulsorily acquired under 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 granting development consent for the development described in the application [with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application].

The Secretary of State, in exercise of the powers conferred by sections [114, 115, 120, 122, 132, 140 and 149A and schedule 5] to the 2008 Act, makes the following Order:

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Five Estuaries Offshore Wind Farm Order 202[•] and comes into force on [•] 202[•].

Interpretation

2.—(1) In this order—

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

(a) 2008 c. 29. Section 37 was amended by sections 128(2) and 137(5) and Schedule 13, Part 1, paragraphs 1 to 5 of the Localism Act 2011 (c. 20).

(b) S.I. 2010/103. This instrument was amended by S.I. 2012/635

(c) S.I. 2017/572.

(d) 1961 c. 33, the relevant parts of the 1961 Act were amended by the Planning and Compulsory Purchase Act 2004 (c. 5), the Housing and Planning Act 2016 (c. 22), the Levelling-up and Regeneration Act 2023 (c. 55) and the Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order (S.I. 2009/1307)

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

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

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

“1984 Act” means the Road Traffic Regulation Act 1984(d);

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

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

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

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

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

“2008 Act” means the Planning Act 2008;

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

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

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

“apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act;

“archaeological mitigation strategy” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

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

“bank holiday” means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971(l);

“book of reference” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“build option 1” means the scenario in which the authorised development will deliver works to support grid connection co-ordination, including the laying of onshore cable ducts (Work Nos. 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 14A and 15E), for transfer to and/or use by another generating station or transmission licence holder under the 1989 Act, as part of co-ordination for grid connection works for offshore generation;

“build option 2” means the scenario in which the undertaker only constructs those works required for the Five Estuaries Offshore Wind Farm grid connection and does not construct Work Nos 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 14A and 15E;

“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 wave buoys, LiDAR and guard buoys;

(a) 1965 c. 56.
(b) 1980 c. 66.
(c) 1981 c. 66.
(d) 1984 c. 27.
(e) 1989 c. 29.
(f) 1990 c. 8.
(g) 1991 c. 22.
(h) 2003 c. 21.
(i) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).
(j) 2009 c. 23.
(k) S.I. 2016/1154.
(l) 1971 c. 80

“business day” means a day other than a Saturday or Sunday or a bank holiday in England and Wales;

“cable” means up to 400 kilovolts cables for the transmission of electricity and includes direct lay cables, cables laid in cable ducts or protective covers, and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable circuits” means a number of electrical conductors necessary to transmit electricity between two points, comprising up to three electrical conductors, which may be attached together or take the form of single cables, and in either case the circuit may include one or more auxiliary cables for the purpose of control, monitoring, protection or general communications;

“cable crossings” means the crossing of existing cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

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

“cable protection” means physical measures for the protection of cables from physical damage including but not limited to concrete mattresses, split pipe system, and/or rock placement, and protective aprons or coverings (including material used for cable crossings);

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

“code of construction practice” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“commence” means —

(a) in relation to the offshore works, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for pre-construction survey and monitoring approved under the deemed marine licences; or

(b) in respect of the onshore works, the first carrying out of a material operation, as defined in section 155 of the 2008 Act comprised in or for the purposes of the authorised development other than onshore site preparation works, and;

“commencement”, “commenced” and cognate expressions are to be construed accordingly;

“compensatory works” means Work Nos. 18A and 18B to provide compensatory measures for Lesser Black Back Gulls;

“deemed marine licence” means the marine licences set out in Schedules 10 (deemed marine licence – generation assets) and 11 (deemed marine licence – transmission assets);

“Deep Water Route Cable Installation Area (Future Dredging depths) plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“discharging authority” for the purposes of Schedule 2 of this Order means Essex County Council;

“electronic transmission” means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form;

“environmental statement” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“foundation” means any of a monopile, multi-leg pin-piled jacket, mono suction caisson, multi-leg suction caisson jacket;

“HAT” means highest astronomical tide;

“hedgerow and protected tree plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

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

“inter-array cables” means the cables linking the wind turbine generators to each other and to the other offshore works;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

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

“land plans” means the documents certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“LiDAR” means a light detection and ranging system used to measure weather and sea conditions;

“location plan (offshore)” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“location plan (onshore)” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, any component part of any offshore work including any cable, and the onshore works described in Parts 1 and 2 of Schedule 1 (authorised development) not including removal, reconstruction or replacement of foundations and buildings associated with the onshore substation, to the extent assessed in the environmental statement, and any derivative of maintain must be construed accordingly;

“Margate and Long Sands special area of conservation benthic mitigation plan” means the document forming an appendix to the outline cable specification and installation plan;

“Marine Management Organisation” or “MMO” means the Marine Management Organisation, being the body created under the 2009 Act and who is responsible for the monitoring and enforcement of the deemed marine licences;

“MCA” means the Maritime and Coastguard Agency;

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

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

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

“National Highways” means National Highways Limited (company number 09346363) whose registered office is Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ or any such successor or replacement body that may from time to time be primarily responsible for the functions, duties and responsibilities currently exercised by that statutory body;

“North Falls” means the nationally significant infrastructure project known as North Falls Offshore Wind Farm, being an offshore electricity generating station approximately 24.5 kilometres from its nearest point at the Port of Lowestoft, and being the authorised development consented by the North Falls Offshore Wind Farm Order 202[•];

“offshore in principle monitoring plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“offshore Order limits and grid coordinates plan” means the document certified as such by the Secretary of State for the purposes of the Order under article 44 (certification of plans etc.);

“offshore project design principles document” means the document certified as such by the Secretary of State for the purposes of the Order under article 44 (certification of plans etc.);

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

“offshore works” means Work Nos. 1 to 3 inclusive and any related further associated development in connection with those Works;

“onshore site preparation works” means onshore works comprising surveying or investigatory works including archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions; remediation of contamination, preparatory works to existing infrastructure and diversion and laying of utilities and services; creation of any temporary means of access; site clearance including vegetation clearance; erection of screening and fencing, site security works, creation of temporary hard standing, or the temporary display of site notices or advertisements “onshore works” means Work Nos. 4 to 18 inclusive and any related further associated development in connection with those Works;

“onshore substation design principles document” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“onshore works” means Work Nos 4 to 17 inclusive and any related further associated development in connection 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 plan (offshore) and works plan (onshore) within which the authorised development may be carried out;

“outline cable specification and installation plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline construction traffic management plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order

“outline fisheries liaison and co-existence plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans, etc) for the purposes of this Order;

“outline groundwater monitoring plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc)for the purposes of this Order;

“outline landscape and ecological management plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc)for the purposes of this Order;

“outline marine mammal mitigation protocol” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline marine written schemes of investigation” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc)for the purposes of this Order;

“outline onshore written schemes of investigation” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline project environmental management plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc)for the purposes of this Order;

“outline public access management plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline skills and employment strategy” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline sediment disposal management plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline southern north sea special area of conservation site integrity plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline workforce travel plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline working in proximity to wildlife plan” means the document forming an appendix to the outline project environmental management plan;

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

“platforms” means the offshore structures housing or incorporating electrical equipment such as switchgear and transformers and high voltage reactive controls, electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, vessel charging facilities, communication and control systems, auxiliary and uninterruptible power supplies, energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“relevant planning authority” means in any given provision of this Order (including the requirements), the local planning authority—

(a) for the area of land to which the provision relates is situated; and

(b) with the relevant legislative competence under the 1990 Act for the matter to which that provision relates;

“requirements” means, or a reference to a numbered requirement is a reference to, those matters set out in Schedule 2 (requirements) to this Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed by use of protective aprons, mattresses, or rock and gravel placement;

“SNCB” means a statutory nature conservation body, being the appropriate nature conservation body as defined in Regulation 5 of the Conservation of Habitats and Species Regulations 2017(a) or its equivalent in the Conservation of Offshore Marine Habitats and Species Regulations 2017(b);

“special category land plan” means the plan certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“stage” for the purposes of the requirements means the phase of Works, being the Works to be carried out at the same time as set out in the order in which all of the Works are planned to be undertaken;

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

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

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

“street works and access plan” means the plan certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“substation” means in relation to the onshore works, an HVAC substation compound sited within Work No.15 containing electrical equipment (including power transformers, gantries, switchgear, reactive compensation equipment, electrical protection equipment devices (disconnectors, circuit breakers), cooling, harmonic filters, cables and back-up generators), control buildings, lightning protection masts, communications masts, access including internal roads, fencing and other associated equipment, structures or buildings;

“suction caisson foundation” means a tubular steel structure with steel buckets that partially or fully penetrates the seabed and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

(a) S.I. 2017/1012

(b) S.I. 2017/1013

(c) Section 48 was amended by section 124 (1) and (2) of the Local Transport Act 2008 (c. 26).

(d) “Street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015.

“temporary closure of public rights of way plan” means the plan certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“transition joint bay” means underground concrete bays in Work No. 5 where the offshore export cables are jointed to the onshore cable circuits;

“trenchless installation technique compound” means a construction site associated with the cable or cable circuit works where horizontal directional drilling or other trenchless construction technique is proposed including hard standings, 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, areas for 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;

“trenchless installation techniques” means the installation of electrical circuits and/or cables by means of boring techniques for installing cable ducts including horizontal directional drilling, pipe jacking/horizontal auger boring and micro-boring;

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

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

“undertaker” means, subject to article 7 (benefit of the Order) Five Estuaries Offshore Wind Farm Limited, incorporated under company number 12292474 and having its registered office at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, United Kingdom, SN5 6PB;

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

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment including communications equipment, fixed to a foundation or transition piece; and

“works plan (offshore)” means the plan or plans certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“works plan (onshore)” means the plan or plans certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order.

(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 airspace above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or is otherwise comprised in the Order land.

(3) All distances, directions, capacities, volumes and lengths referred to in this Order are approximate save in respect of the parameters referred to in—

(a) requirements 2 (offshore design parameters) and 5 (onshore substation works, design and landscaping) in Part Schedule 2 (requirements);

(b) the conditions in Part 2 (conditions) of Schedule 10 (deemed marine licence – generation assets); and

(c) the conditions in Part 2 (conditions) of Schedule 11 (deemed marine licence – transmission assets).

(4) For the purposes of this Order, all areas described in square metres in the book of reference are approximate.

(5) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the relevant plans.

(6) References in this Order to numbered works are references to the works as numbered in Part 1 of Schedule 1 (authorised development).

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

(8) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

PART 2

Principal Powers

Development consent etc. granted by the Order

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

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works.

(2) Subject to the requirements and conditions of the deemed marine licences, the offshore works must be constructed within the Order limits seaward of MHWS and the onshore works must be constructed within the Order limits landward of MLWS.

Operation of generating station

4.—(1) The undertaker is authorised to use and operate the authorised development for which development consent is granted by this Order.

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any permit or licence under any legislation that may be required from time to time to authorise the operation of the authorised development.

Deemed marine licences under the 2009 Act

5. The deemed marine licences set out in Schedules 10 (deemed marine licence — generation assets) and 11 (deemed marine licence — transmission assets) respectively, are deemed to be granted to the undertaker under Part 4 (marine licences) of the 2009 Act for the licensed marine activities set out in Part 1, and subject to the conditions set out in Part 2, of each of those Schedules.

Power to maintain the authorised development

6.—(1) Subject to paragraph (2), the undertaker may at any time maintain the authorised development, except to the extent that this Order or an agreement made under this Order provides otherwise.

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

Benefit of the Order

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

(2) Subject to paragraph (5) the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (the “transferee”) any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (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 this 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 the consent of the Secretary of State is not required
- (3) Subject to paragraphs (5) and (6) the undertaker may with the written consent of the Secretary of State –
- (a) Where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of any of the deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee; or
- (b) Where an agreement has been made in accordance with paragraph (2)(b), transfer to the lessee for the duration of the period mentioned in paragraph (2)(b), the whole of any of the deemed marine licences and such related statutory rights as may be so agreed.
- (4) Where an agreement has been made in accordance with paragraph (2) or (3) references in this Order to the undertaker, except in paragraphs (7), (9), (12) and the first reference in paragraph (13) 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 or grant to another person of the benefit of the provisions of the deemed marine licences.
- (7) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit, under paragraphs (2) or (3) —
- (a) the benefit transferred or granted (“the transferred benefit”) includes any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee; and
- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) or (3) 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 paragraphs (2) or (3) except where—
- (a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply, etc) of the 1989 Act;
- (b) the transfer is of Work No. 13A to National Highways to allow National Highways to carry out works to the strategic road network;
- (c) the transfer is of Work No. 13 to the local highway authority to allow the local highway authority to carry out works to the local road network; or
- (d) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
- (i) no such claims have been made,
- (ii) any such claim has been made and has been compromised or withdrawn,
- (iii) compensation has been paid in final settlement of any such claim,

(iv) payment of compensation into court has taken place in lieu of settlement of any such claim, or

(v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable

(9) Prior to any transfer or grant under this article taking effect, whether or not the consent of the Secretary of State is required, 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) The notices 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; and

(iv) the restrictions, liabilities and obligations that, in accordance with paragraph (7)(c), will apply to the person exercising the powers transferred or granted.

(b) be accompanied by where relevant, a plan showing the works or areas to which the transfer or grant relates.

(11) Sections 72(7) and (8) of the 2009 Act (variation, suspension, revocation and transfer) do not apply to a transfer or grant of the whole of the benefit of the provisions of the deemed marine licences to another person by the undertaker pursuant to an agreement under paragraph (3) save that the MMO may amend any deemed marine licence granted under Schedule 10 (deemed marine licence — Generation Assets) or Schedule 11 (deemed marine licence — Transmission Assets) of the Order to correct the name of the undertaker to the name of a transferee or lessee under this article 7 (benefit of the Order)

Application and modification of legislative provisions

8. The following enactments do not apply in relation to the construction of any work or the carrying out of any operation for the purpose of or in connection with, the construction of the authorised development or any maintenance of any part of the authorised development—

(a) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw making powers of the authority) to the Water Resources Act 1991(a);

(b) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991(b);

(c) sections 23 (prohibition on obstructions etc. in watercourses) and 30 (authorisation of drainage works in connection with a ditch) of the Land Drainage Act 1991(c);

(d) regulation 12 (requirement for environmental permit) of the 2016 regulations in respect of a flood risk activity only;

(e) the provisions of the Neighbourhood Planning Act 2017(d) in so far as they relate to the temporary possession of land under articles 31 (temporary use of land for carrying out the

(a) 1991 c. 57. Paragraph 5 was amended by section 100(1) and (2) of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to, the Marine and Coastal Access Act 2009 (c. 23), paragraph 49 of Schedule 25 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755. Paragraph 6 was amended by paragraph 26 of Schedule 15 to the Environment Act 1995 (c. 25), section 224 of, and paragraph 24 of Schedule 16, and Part 5(B) of Schedule 22, to, the Marine and Coastal Access Act 2009 and S.I. 2013/755. 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 (c. 29) and section 86(3) of the Water Act 2014 (c. 21).

(c) 1991 c. 59. Section 23 was amended by section 120(1) of and the paragraph 192 of Schedule 22 to, the Environment Act 1995 and section 31 of, and paragraphs 25 and 32 of Schedule 2 to, the Flood and Water Management Act 2010 (c. 29).

(d) 2017 c. 20.

authorised development) and 32 (temporary use of land for maintaining the authorised development) of this Order;

(f) Sections 6 (grass verges etc) and 30 (unauthorised structures on seashore) of the Essex Act 1987^(a)

(g) Holland Haven Country Park Local Nature reserve byelaws made by Tendring District Council on 5th July 1995 under sections 20, 21(4) and 106 of the National Parks and Access to the Countryside Act 1949^(b) in accordance with section 236 of the Local Government Act 1972^(c);

(h) Regulation 6 of the Hedgerows Regulations 1997^(d) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—

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

(i) sections 28E (duties in relation to sites of special scientific interest) and 28H (Statutory undertakers, etc.: duty in relation to carrying out operations) of the Wildlife and Countryside Act 1981^(e).

Defence to proceedings in respect of statutory nuisance

9.—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances) of the Environmental Protection Act 1990^(f) in relation to a nuisance falling within paragraphs (d), (fb), (g) and (ga) of section 79(1) (statutory nuisances and inspections therefor) of that Act no order is to be made, and no fine may be imposed, under section 82(2) of that Act if—

(2) the defendant shows that the nuisance—

(a) relates to premises used by the undertaker for the purposes of or in connection with the construction, maintenance or decommissioning of the authorised development and is attributable to the carrying out of the authorised development 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^(g); or

(b) is a consequence of the construction, maintenance or decommissioning of the authorised development and cannot reasonably be avoided; or

(c) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised development and that the nuisance is attributable to the use of the authorised development which is being used in compliance with requirement 17 (control of noise during the operational stage); or

(d) is a consequence of the use of the authorised development and cannot reasonably be avoided.

(3) For the purposes of paragraph (1) above, compliance with the controls and measures relating to noise, vibration dust or artificial light described in the code of construction practice will be sufficient, but not necessary, to show that an alleged nuisance could not reasonably be avoided.

(a) 1987 c.xx

(b) 1949 c.97. Section 20 was amended by schedule 11 of the Natural Environment and Rural Communities Act 2006 (c.16). There are other amendments which are not relevant to this Order. Sections 21 and 106 were amended by the schedule 11 of the Natural Environment and Rural Communities Act 2006 (c.16) and schedule 20 of the Local Government Act 1972 (c. 70). There are other amendments which are not relevant to this Order.

(c) 1972 c.20. Section 236 was amended by section 84 of the Local Government Act 1985 (c.51), schedule 6 of the Local Democracy, Economic Development and Construction Act 2009 and section 55 of the Levelling-up and Regeneration Act 2023. There are other amendments which are not relevant to this Order.

(d) S.I. 1997/1160

(e) 1981 c.69.

(f) 1990 c 43. Amended by section 103 of the Clean Neighbourhoods and Environment Act 2005 (c. 16.). There are other amendments not relevant to this Order.

(g) 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.

(4) Section 61(9) (consent for work on construction site) of the Control of Pollution Act 1974(a) 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, maintenance or decommissioning of the authorised development.

PART 3

Streets

Street works

10.—(1) The undertaker may, for the purposes of the authorised development, 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 or under the street;
- (d) place 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.

Application of the 1991 Act

11.—(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 10 (street works); and
- (b) the temporary closure, temporary alteration or temporary diversion of a street by the undertaker under article 14 (temporary restriction of use of streets);

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

(2) The provisions of the 1991 Act(b) 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).

(a) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 3 to the Environmental Protection Act 1990 and Paragraph 1 of Schedule 24 to the Environment Act 1995.

(b) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c. 18.).

(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 closure, stopping up, alteration or diversion (as the case may be) required in a case of emergency.

(4) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers conferred by this Order—

- (a) section 56(d) (power to give directions as to timing of street works);
- (b) section 56A(e) (power to give directions as to placing of apparatus);
- (c) section 58(f) (restriction on works following substantial road works);
- (d) section 58A(g) (restriction on works following substantial street works);
- (e) section 61(protected streets); and
- (f) schedule 3A(h) (restriction on works following substantial street works).

Construction and maintenance of new or altered highway

12.—(1) Any highway to be constructed under this Order must be completed to the reasonable satisfaction of the relevant highway authority and, unless otherwise agreed in writing with the highway authority, the highway including any culverts or other structures laid under it must be maintained by and at the expense of the relevant highway authority from its completion.

(2) Where a highway is altered or diverted under this Order, the altered or diverted part of the highway must be completed to the reasonable satisfaction of the relevant highway authority and, unless otherwise agreed in writing with the relevant highway authority, that part of the highway including any culverts or other structures laid under it must be maintained by and at the expense of the relevant highway authority from its completion.

Temporary closure of public rights of way

13.—(1) The undertaker may, in connection with the carrying out of the authorised development, temporarily close each of the public rights of way specified in column (1) of Part 2 (rights of way to be temporarily closed or restricted) of Schedule 4 (traffic regulation) to the extent specified in column (2), by reference to the letters shown on the temporary closure of public rights of way plan.

(2) The rights of way specified in Part 2 (rights of way to be temporarily closed or restricted) of Schedule 4 (traffic regulation) may not be temporarily closed under this article unless a diversion for the closed section of that right of way, is first provided by the undertaker to the standard defined in the public access management plan to be approved in accordance with the requirements set out in Schedule 2 (requirements), to the reasonable satisfaction of the highway authority.

(3) The relevant diversion route provided under paragraph (2) will be subsequently maintained by the undertaker until the re-opening of the relevant right of way specified in paragraph (1).

(4) 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 (determination of questions of disputed compensation) of the 1961 Act.

Temporary restriction of use of streets

14.—(1) The undertaker, during and for the purposes of carrying out the authorised development, may temporarily close, 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 all persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may use any street temporarily closed under the powers conferred by this article within the Order limits as a temporary working site.

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

(4) The undertaker must not temporarily close or use as a temporary working site any street without the consent of the street authority, which may attach reasonable conditions to the consent.

(5) 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 (determination of questions of disputed compensation) of the 1961 Act.

(6) If a street authority fails to notify the undertaker of its decision within 56 days of receiving an application for consent under paragraph (4), that street authority is deemed to have granted consent.

Access to works

15. The undertaker may, for the purposes of the authorised development, form and lay out means of access, or improve an existing means of access for the purposes of the authorised development within the Order limits from the streets listed in Schedule 5 (access to works) and shown on the street works and access plan.

Traffic regulation

16.—(1) Subject to the provisions of this article, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with, or in consequence of, the construction of the authorised development temporarily—

(a) permit, prohibit or restrict the stopping, parking, waiting, loading or unloading of vehicles on any road;

(b) make provision as to the direction or priority of vehicular traffic on any road;

(c) permit, prohibit or restrict the use of any road;

(d) permit, prohibit or restrict vehicular access to any road;

(e) place traffic signs and signals in the extents of the road specified in column (2) of Part 1 (streets to be temporarily closed or restricted) , column (2) of Part 2 (public rights of way to be temporarily close or restricted) and column (3) of Part 3 (speed limits) of Schedule 4 (traffic regulation), and the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(a).

(2) The undertaker must notify the chief officer of police and the traffic authority in whose area the road is situated of the intended date of commencement of development under this Order and the intended date of commencement of any maintenance works where the provision set out in paragraph (1) will apply not less than 14 days before such work are commenced.

(3) On and after the date notified by the undertaker in accordance with this paragraph no person is to drive any motor vehicle at a speed exceeding the limit specified in column (3) of Part 4 (speed limits) of Schedule 4 (traffic regulation) along the lengths of road identified in the corresponding row of column (2) of that Part for the period stated in the notice, which period may not exceed 18 months from the date notified.

(4) The undertaker must notify the chief officer of police and the traffic authority in whose area the road is situated of the date upon which paragraph (3) takes effect not less than 14 days before that date.

(5) The undertaker may issue more than one notice under paragraph (3). Where more than one notice is issued, the provision of section 88(1) (temporary speed limits) of the 1984 Act limiting

(a) S.I. 2016/362.

the period of a temporary speed limit order to a period not exceeding 18 months applies to each notice individually, and notices may run consecutively.

(6) Without limitation on the scope of paragraph (1), and subject to the provisions of this article, and the consent of the traffic authority in whose area the road concerned is situated, which consent must not be unreasonably withheld, the undertaker may, for the purposes of the authorised development revoke, amend or suspend in whole or in part any order not listed in Schedule 4 made, or having effect as if made, under the 1984 Act, either at all times or at times, on days or during such periods as may be specified by the undertaker.

(7) The power conferred by paragraph (6) may be exercised at any time prior to the expiry of 12 months from the commencement of operation of the authorised development but subject to paragraph (9) any prohibition, restriction or other provision made under this article may have effect both before and after the expiry of that period.

(8) The undertaker must consult the chief officer of police and the traffic authority in whose area the road is situated before complying with the provisions of paragraph (9).

(9) The undertaker must not exercise the powers conferred by this article unless it has—

(a) given not less than—

- (i) 12 weeks' notice in writing of its intention so to do in the case of a prohibition, restriction or other provision intended to have effect permanently; or
- (ii) 4 weeks' notice in writing of its intention so to do in the case of a prohibition, restriction or other provision intended to have effect temporarily,
- (iii) to the chief officer of police and to the traffic authority in whose area the road is situated; and

(b) advertised its intention in such manner as the traffic authority may specify in writing within 28 days of its receipt of notice of the undertaker's intention in the case of sub-paragraph (a)(i), or within 7 days of its receipt of notice of the undertaker's intention in the case of sub-paragraph (a)(ii).

(10) Any prohibition, restriction or other provision made by the undertaker under this article—

(a) has effect as if duly made by, as the case may be—

- (i) the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act; or
- (ii) the local authority in whose area the road is situated, as an order under section 32 (power of local authorities to provide parking places) of the 1984 Act, and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and

(b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004(a).

(11) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by this article within a period of 24 months from the opening of the authorised development.

(12) Before exercising the powers conferred by this article the undertaker must consult such persons as it considers necessary and appropriate and must take into consideration any representations made to it by any such person.

(13) Expressions used in this article and in the 1984 Act have the same meaning in this article as in that Act.

(14) The powers conferred on the undertaker by this article with respect to any road have effect subject to any agreement entered into by the undertaker with any person with an interest in (or who undertakes activities in relation to) premises served by the road.

(a) 2004 c.18

(15) No speed limit imposed by or under this Order applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(b) when in accordance with regulation 3(5) of those regulations.

(16) Save for any application made to National Highways, if the traffic authority fails to notify the undertaker of its decision within 56 days of receiving an application for consent under this article, the traffic authority is deemed to have granted consent.

Power to alter layout etc. of streets

17.—(1) Subject to paragraphs (2) and (3), the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with constructing, operating or maintaining the authorised development alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

(2) alter the level or increase the width of the street including any kerb, footway, cycle track or verge; and

(3) make and maintain passing place(s).

(4) The undertaker must restore any street that has been temporarily altered under this article to the reasonable satisfaction of the street authority.

(5) The powers conferred by paragraph (1) must not be exercised without the consent of the street authority.

(6) If a street authority fails to notify the undertaker of its decision within 56 days of receiving an application for consent under paragraph (5), that street authority is deemed to have granted consent.

PART 4

Supplemental powers

Discharge of water

18.—(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 development 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 by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(a).

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

(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.

(a) 1991 c. 56. Section 106 was amended by sections 43(2) and 35(8)(a) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c.43) and sections 99 and 36(2) of the Water Act 2003 (c. 37.). There are other amendments to this section which are not relevant to this Order.

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of, or construct any Works in, under, over or within eight metres of, any watercourse forming part of a main river, or within 16 metres of a tidally influenced main river without the prior written consent of the Environment Agency.

(6) 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.

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(a).

(8) In this article—

(a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, an internal drainage board or a local authority; and

(b) other expressions, excluding watercourse, used both in this article and in the 2016 Regulations have the same meaning as in those Regulations.

(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 (5), or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

Authority to survey and investigate the land

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

(a) survey or investigate the land;

(b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil and groundwater, and remove soil and groundwater samples;

(c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and

(d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes, bore holes or trenches.

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

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

(a) must, if so required 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, bore holes or trenches are to be made under this article—

(a) in land located within the highway boundary without the consent of the highway authority; or

(b) in a private street without the consent of the street authority;

but such consent must not be unreasonably withheld or delayed

(5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be

(a) S.I. 2016/1154.

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

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

that authority is deemed to have granted consent.

(7) 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.

Protective work to buildings

20.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building which may be affected by the authorised development 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 development; or
- (b) after the completion of that part of the authorised development 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 development first becomes operational.

(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 power under paragraph (1) to carry out protective works to a building;
- (b) a power under paragraph (3) to enter a building and land within its curtilage;
- (c) a power under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a power 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 the power and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of ten 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 48 (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 development carried out in the vicinity of the building first becomes operational 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 development;

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 from 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 applies to the entry onto, or possession of 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 development; 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 development.

Removal of human remains

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

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

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

(3) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant planning authority.

(4) At any time within fifty-six days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred in the specific land may give notice in writing to the undertaker of that person’s intention to undertake the removal of the remains.

(5) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—

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

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).

(6) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in summary

manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

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

(8) If—

(a) within the period of fifty-six days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order land;

(b) such notice is given and no application is made under paragraph (6) within fifty-six days after the giving of the notice but the person who has given the notice fails to remove the remains within a further period of fifty-six days;

(c) within fifty-six days after any order is made by the county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or

(d) it is determined that the remains to which any such notice under paragraph (4) relates cannot be identified;

subject to paragraph (9), the undertaker must remove the remains and cause them to be re-interred in such burial ground, or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

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

(a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General 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 the record mentioned in paragraph (8) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (3).

(11) No notice is required under sub-paragraph (2) before the removal of any human remains where the undertaker is satisfied—

(a) that the remains were interred more than 100 years ago; and

(b) that no relative or personal representative of the deceased is likely to object to the remains being moved in accordance with this article.

(12) In this article, references to a relative of the deceased are to a person who—

(a) is a husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased; or

(b) is, or is a child of, a brother, sister, uncle or aunt of the deceased; or

(c) is the lawful executor of the estate of the deceased; or

(d) is the lawful administrator of the estate of the deceased.

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

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

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

PART 5

Powers of acquisition

Compulsory acquisition of land

22.—(1) The undertaker may acquire compulsorily so much of the Order land as is required to carry out or to facilitate, or is incidental to, the authorised development.

(2) This article is subject to paragraph (2) of article 24 (compulsory acquisition of rights) and paragraph (8) of article 31 (temporary use of land for carrying out the authorised development).

Time limit for exercise of authority to acquire land compulsorily

23.—(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 is to be served under Part 1 (compulsory Purchase under Acquisition of Land Act of 1946) of the 1965 Act; and

(b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act^(b) as applied by article 27 (application of the 1981 Act).

(2) The authority conferred by article 31 (temporary use of land for carrying out the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

24.—(1) The undertaker may acquire such rights over the Order land or impose restrictive covenants affecting the land as may be required for any purpose for which that land may be acquired under article 22 (compulsory acquisition of land), by creating them as well as acquiring rights already in existence.

(2) Subject to articles 26 (private rights) and 33 (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 undertaker's powers of compulsory acquisition are limited to the acquisition of new rights in the land or the imposition of restrictive covenants as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 10 of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants)), where the undertaker acquires a right over land or the benefit of a restrictive covenant, the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

(a) 1857 c.81

(b) Section 4 was amended by sections 184 and 185 of, and paragraph 2 of Schedule 18 to, the Housing and Planning Act 2016 (c. 22).

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

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

Compulsory acquisition of land: minerals

25. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981^(a) are incorporated in this Order, subject to the following modifications—

- (a) paragraph 8(3) is not incorporated;
- (b) for “acquiring authority” substitute “undertaker”; and
- (c) for “undertaking” substitute “authorised development”.

Private rights

26.—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 22 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 22 —

- (a) as from the date of an interest in the land 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) (power of entry) of the 1965 Act ^(b)

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 24 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

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

whichever is the earlier.

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

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(a) 1981 c.67

(b) Section 11(1) was amended by paragraph 14(3) of Schedule 4 to the Acquisition of Land Act 1981 (c. 67.) paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and section 186(2) of the Housing and Planning Act 2016 (c. 22.).

(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 33 (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 taking temporary possession of the land;

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

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

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

(a) is made with a person in or to whom the right is vested or belongs; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person;

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

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

Application of the 1981 Act

27.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied, has effect with the following modifications.

(3) In section 1 (application of Act) for sub-section (2) substitute—

“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) Omit section 5 (earliest date for execution of declaration).

(5) Omit section 5A (time limit for general vesting declaration).

(6) In section 5B(1) (extension of time limit during challenge)—

(a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)”; and

(b) for “the three year period mentioned in section 5A” substitute “the seven year period mentioned in article 23 (time limit for exercise of authority to acquire land compulsorily) of the Five Estuaries Offshore Wind Farm Order 202[•]”.

(7) In section 6 (notices after execution of declaration) for sub-section (1)(b) substitute—

“on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134 of the Planning Act 2008.”

(8) In section 7 (constructive notice to treat) in sub-section (1)(a) omit “(as modified by section 4 of the Acquisition of Land Act 1981)”.

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

“But see article 28 (acquisition of subsoil only) of the Five Estuaries Offshore Wind Farm Order 202[•] which excludes the acquisition of subsoil from this Schedule”.

(10) References to the 1965 Act in the 1981 Act are to be constructed 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 29 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of the land under this Order.

Acquisition of subsoil only

28.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 22 (compulsory acquisition of land) and paragraph (1) of article 24 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

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

(3) Paragraph (2) does not prevent Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 29 (modification of Part 1 of the 1965 Act) or paragraph 10 of Schedule 8 as the case may be) from applying where the undertaker acquires any part of, or rights in a cellar, vault, arch or other construction forming part of a house, building or factory.

(4) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

(a) Schedule 2A to the 1965 Act (as modified by article 29 (modification of Part 1 of 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) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

Modification of Part 1 of the 1965 Act

29.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as set out in paragraphs (2) to (5).

(2) In section 4A(1) (extension of time limit during challenge)(a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the seven year period mentioned in article 23 (time limit for exercise of authority to acquire land compulsorily) of the Five Estuaries Offshore Wind Farm Order 202[●]”.

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

(a) in sub-section (1)(a), after “land” insert “under that provision”; and

(b) in sub-section (2), after “land” insert “under that provision”.

(4) In section 23(2) (interests omitted from purchase), for “section 4 of this Act” substitute “article 23 (time limit for exercise of authority to acquire land compulsorily) of the Five Estuaries Offshore Wind Farm Order 202[●]”.

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

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

“But see article 28(3) (acquisition of subsoil only) of the Five Estuaries Offshore Wind Farm Order 202[●] which excludes the acquisition of subsoil 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 19 (authority to survey and investigate the land), article 20 (protective work to buildings), article 31 (temporary use of land for carrying out the authorised development) or article 32 (temporary use of land for maintaining the authorised development) of the Five Estuaries Offshore Wind Farm Order 202[●]”.

Rights under or over streets

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

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

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

(a) any subway or underground building; or

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

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

31.—(1) The undertaker may, in connection with the carrying out of the authorised development, but subject to article 23 (time limit for exercise of authority to acquire land compulsorily)—

(a) enter on and take temporary possession of—

(i) the land specified in column (1) of Schedule 6 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified 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), 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 development;

(e) construct any permanent works specified in relation to that land in column (3) of Schedule 6 (land of which temporary possession may be taken), or any other mitigation works in connection with the authorised development; and

(f) construct such works on that land as are mentioned in Schedule 1 (authorised development) including carrying out any mitigation works required under the requirements set out in Schedule 2 (Requirements).

(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 and explain the purpose for which entry is taken in respect of land specified under paragraph (1)(a)(ii) .

(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 development specified in relation to that land in column (3) of Schedule 6 (land of which temporary possession may be taken); or

(b) in the case of any land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession of the land was taken unless the undertaker has, by 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, 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; but the undertaker is not required to—

(a) replace a building removed under this article;

(b) restore the land on which any permanent works (including ground strengthening works, drainage works, highway works including visibility splay creation or improvement, boundary treatments and mitigation works) have been constructed under paragraph (1)(e); or

(c) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development.

(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 the powers 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, is to be determined under Part 1 (determination of questions of disputed compensation) 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 development, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker must not compulsorily acquire, acquire new rights over or impose restrictive covenants over the land referred to in paragraph (1)(a)(i) of this Order.

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

(a) Section 13 was amended by sections 139 of, and paragraph 28 of Schedule 13, and paragraph 1 of Schedule 23 to the Tribunals Courts and Enforcement Act 2007 (c. 15.).

(11) Nothing in this article prevents the taking of temporary possession more than once in relation to any land specified in paragraph (1).

Temporary use of land for maintaining the authorised development

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

- (a) enter on and take temporary possession of any land within the Order land if such possession is reasonably required for the purpose of maintaining the authorised development; 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 development 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 (determination of questions of disputed compensation) 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 development, 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”, in relation to any part of the authorised development means the period during which the authorised development is in operation after construction and commissioning is complete.

Statutory undertakers

33. Subject to the provisions of Schedule 9 (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 land and described in the book of reference; and
- (b) extinguish the rights of, and remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

Recovery of costs of new connections

34.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 33 (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 33 (statutory undertakers), any person who is—

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

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

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

(4) In this paragraph—

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

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

Funding

35.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any Order land unless it has first put in place in relation to that land either—

- (a) a guarantee and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2); or
- (b) an alternative form of security and the amount of that security for that purpose approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2).

(2) The provisions are—

- (a) article 22 (compulsory acquisition of land);
- (b) article 24 (compulsory acquisition of rights);
- (c) article 26 (private rights);
- (d) article 28 (acquisition of subsoil only);
- (e) article 30 (rights under or over streets);
- (f) article 31 (temporary use of land for carrying out the authorised development);
- (g) article 32 (temporary use of land for maintaining the authorised development);
- (h) article 33 (statutory undertakers); and
- (i) article 34 (recovery of costs of new connections).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2) is to be treated as enforceable against the guarantor or person providing the alternative form of security by any

(a) 2003 c. 21.

person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) 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.

PART 6

Miscellaneous and general

Application of landlord and tenant law

36.—(1) This article applies to any agreement entered into by the undertaker so far as it relates to the terms on which any Order land is subject to a lease granted by or under that agreement.

(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) No enactment or rule of law to which paragraph (2) applies is to apply in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Felling or lopping of trees and removal of hedgerows

37.—(1) Subject to article 38 (trees subject to tree preservation orders), the undertaker may fell or lop any tree or shrub, or cut back its roots, within or encroaching upon land within the Order limits if it reasonably believes it to be necessary to do so to prevent the tree or shrub—

(a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or

(b) from constituting a danger to persons within the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must—

(a) do no unnecessary damage to any tree or shrub; and

(b) 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, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purposes of carrying out the authorised development but subject to paragraph (2), remove any hedgerow within the Order limits that is required to be removed.

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

Trees subject to tree preservation orders

38.—(1) Subject to paragraph (2), the undertaker must not fell, lop, prune, or cut back the roots of any tree which is the subject of a tree preservation order except as provided in Schedule 12 Part 1 (tree preservation orders).

(a) S.I 1997/1160

(2) The undertaker may fell or lop any tree within or encroaching upon the Order limits that is subject to a tree preservation order which is not listed in Schedule 12 Part 1 (tree preservation orders) for which a tree preservation order which was made after 12 March 2024, or cut back its roots, if it reasonably believes it to be necessary in order to do so in order to prevent the tree—

(a) from obstructing or interfering with onshore site preparation works the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or

(b) from constituting a danger to persons within the authorised development..

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

(a) the undertaker must not cause unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

(b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

(4) The authority given by paragraph (2) constitutes a deemed consent under the relevant tree preservation order.

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

Abatement of works abandoned or decayed

39. Where any of the offshore works or any part of them is abandoned or allowed to fall into decay, the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense either to repair, make safe and restore one or any of those works, or remove Work No. 1 or any relevant part of it, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act^(a). The notice may also require the restoration of the site of the relevant part(s) of Work No. 1.

Saving provisions for Trinity House

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

Crown rights

41.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee to use, take, enter upon 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 the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(a) Section 105(2) was substituted by section 69(2) of the Energy Act 2008 (c.32).

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

Protective provisions

42. Schedule 9 (protective provisions) has effect.

Application of the 1990 Act

43.—(1) Development consent granted by this Order is to be 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.

(2) Any planning permission which has been initiated prior to the commencement of the authorised development pursuant to this Order may continue to be lawfully implemented thereafter notwithstanding any physical incompatibility with the authorised development or inconsistency with any provision of this Order.

(3) As from the date on which the authorised development is commenced, any conditions of a planning permission granted pursuant Part 3 (Control over Development) of the 1990 Act (whether express or otherwise) which relate to land within the Order limits or land adjacent to the Order limits cease to have effect to the extent they are inconsistent with the authorised development or with anything done or approved under the requirements in Schedule 2 (requirements).

(4) As from the date of this Order where planning permission (whether express or otherwise) is granted (whether prior to the date of this Order or after) pursuant to Part 3 of the 1990 Act in respect of land within the Order limits for development not forming part of the authorised development, the carrying out of development pursuant to such planning permission is not to operate to prevent the undertaker from carrying out further works for the development of the authorised development pursuant to the terms of this Order.

(5) Nothing in this Order restricts the undertaker from seeking or implementing, or the relevant planning authority from granting, planning permission for development within the Order limits.

(6) Any development, or any part of a development within the Order limits which is constructed or used under the authority of a planning permission pursuant to Part 3 of the 1990 Act (whether express or otherwise) following the coming into force of this Order is to be disregarded at all times for the purposes of ascertaining whether or not an offence has been committed under the provisions of sections 160 (offences) or 161 (breach of terms of order granting development consent) of the 2008 Act.

Certification of plans, etc.

44.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all of the documents listed in Schedule 15 (documents to be certified) 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.

Service of notices

45.—(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 (5) 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 a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at the 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 any 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 name or 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 a 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;

(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 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 electronic communication given 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 is final and 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.

(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

(a) 1978 c. 30.

No double recovery

46. Compensation is not payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law, or under two or more different provisions of this Order.

Requirements, appeals, etc.

47.—(1) Schedule 2 Part 2 (approval of matters specified in requirements) has effect.

(2) Save to the extent that the requirements are already subject to Schedule 2 Part 2 (approval of matters specified in requirements), sub-section (1) of section 78 (right to appeal against planning decisions and failure to take such decision) of the 1990 Act applies to the development consent granted by this Order and to the requirements except that it is modified so as to read for the purposes of this Order only as follows—

(a) after “local planning authority” insert “or Secretary of State”;

(b) after sub-section (b) insert the following—

“refuse or fails to determine an application for any consent, agreement or approval of that authority required by a requirement imposed on a grant of development consent or contained in a development consent order, or grant it subject to conditions; or”;

(c) after sub-section (1), insert the following—

“(1A) Where the appeal under sub-section (1) relates to a decision by the Secretary of State, the appeal will be decided by a Secretary of State who would not be responsible for determining an application for development consent with the subject matter of the Five Estuaries Offshore Wind Farm Order 202[•] section 103(1) of the 2008 Act applied.”.

(3) Sections 78 (right to appeal against planning decisions and failure to take such decisions) and 79 (determination of appeals) of the 1990 Act have effect in relation to any appeal under the terms of this article except that the Secretary of State in question is the Secretary of State who would be responsible for determining an application for development consent with the subject matter of this Order if section 103(1) (Secretary of State is to decide applications) of the 2008 Act applied.

Arbitration

48.—(1) Subject to article 40 (saving provisions for Trinity House) any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules at Schedule 14 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

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

Compensation

49. Schedule 13 (compensation) has effect.

Signed by authority of the Secretary of State for Energy Security and Net Zero.

Signed
Title
Date Department

SCHEDULE 1

Articles 2 and 4

Authorised development

PART 1

Authorised development

A nationally significant infrastructure project as defined in sections 14 (Nationally significant infrastructure projects: general) and 15 (generating stations) of the 2008 Act which is located in the Southern North Sea approximately 37 kilometres from the coast of Suffolk at its nearest point, comprising—

Work No. 1—

- (a) an offshore wind turbine generating station with a gross electrical output capacity of over 100 megawatts, comprising up to 79 wind turbine generators each fixed to the seabed by a foundation, and further comprising (b) and (c) below;
- (b) a network of subsea inter-array cables, including cable crossings and cable protection; and
- (c) floating buoys.

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. 2— Electrical export works comprising:

- (a) up to two offshore substation platforms each fixed to the seabed by a foundation;
- (b) up to two subsea cable circuits between the offshore platforms forming Work No.2(a) including cable crossings and cable protection; and
- (c) up to two subsea cable circuits between Work No. 2(a) and Work No. 3, cable protection and cable crossings.

*Work No. 2A—*Sheet piling works and creation of pits for trenchless installation techniques, including installation of up to two cable ducts, installation and use of temporary construction working areas, cable installation vessel anchoring and works to allow vessels to remain in place at low tide.

*Work No. 3—*Installation of up to two subsea cable circuits between Work No. 2 and Work No. 4, including up to two cable ducts, cable protection and cable crossings and further including;

- (a) sheet piling works including creation of pits for trenchless installation techniques, trenchless installation technique works including the creation of entrance and exit pits; and
- (b) installation and use of temporary construction working areas, cable installation vessel anchoring, works to allow vessels to remain in place at low tide and laydown area.

Work Nos. 1, 2, 2A and 3 are to be constructed seaward of MHWS within the area delineated by the co-ordinates shown on the offshore order limits and co-ordinates plan and listed in Table 1 of Schedule 16 (offshore co-ordinates), and within the area for each Work No. as shown on the works plan—

In the District of Tendring, Essex:

Work No. 4 — Installation of up to two buried cable circuits within cable ducts between Work No. 3 and Work No. 5, approximately 500m, including trenchless installation technique works.

*Work No. 4A —*Construction of a temporary construction compound and laydown area (Beach Works temporary construction compound), improvement and use of existing access routes including creation of construction access to Work Nos. 3, 4, and 5, works to junctions and visibility splays, temporary construction working areas and laydown area.

Work No. 5 — Installation of up to two buried cable circuits within cable ducts, approximately 215m, and—

- (a) construction of a haul road;
- (b) a temporary construction working area;
- (c) up to two transition joint bays;
- (d) trenchless installation techniques including the creation of pits;
- (e) a temporary construction compound.

Work No. 5A — Installation of cable ducting for two additional circuits for later installation of additional electrical connections from within Work No.5 to Work No. 6A.

Work No. 6 — Installation of up to two buried cable circuits within cable ducts between Work No. 5 and Work No. 7 from the north east of the landfall compound to Clacton Road, approximately 1230 metres; cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of a haul road, temporary construction accesses and working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

Work No. 6A — Installation of cable ducting for two additional circuits for later installation of additional electrical connections between Work No. 5A and Work No. 7A.

Work No. 6B — The creation of a temporary construction compound east of Clacton Road, creation of construction access, construction of a haul road, temporary construction working areas and laydown, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

Work No. 7 — Installation of up to two buried cable circuits within cable ducts between Work No. 6 and Work No. 8 from west of Clacton Road to the railway, approximately 2400 metres; cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of a haul road, temporary construction accesses and working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

Work No. 7A — Installation of cable ducting for two additional circuits for later installation of additional electrical connections between Work No. 6A and Work No. 8A.

Work No. 7B — The creation of a temporary construction compound west of Clacton Road, creation of construction access, construction of a haul road, temporary construction working areas and laydown, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

Work No.7C — Off-route haul road connecting to Work Nos. 7 and 7A, to the west of the cable route, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No. 7D — Off-route haul road connecting to Work Nos. 7 and 7A, to the east of the cable route, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No.7E — Off-route haul road connecting to Work Nos. 7 and 7A, to the east of the cable route and to the south-west of the railway, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No.8 — Installation of up to two buried cable circuits within cable ducts between Work No. 7 and Work No. 9 from the railway to Thorpe Road, approximately 1000 metres; cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of a haul road, temporary construction accesses and

working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

Work No.8A — Installation of cable ducting for two additional circuits for later installation of additional electrical connections between Work No. 7A and Work No. 9A.

Work No. 8B — The creation of a temporary construction compound south of Thorpe Road, creation of construction access, construction of a haul road, temporary construction working areas and laydown, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

Work No. 8C — Off-route haul road connecting to Work Nos. 8 and 8A, to the east of the cable route, north of the railway, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No. 9 — Installation of up to two buried cable circuits within cable ducts between Work No. 8 and Work No. 10 from Thorpe Road to Swan Road, approximately 4890 metres; cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of a haul road, temporary construction accesses and working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

Work No. 9A — Installation of cable ducting for two additional circuits for later installation of additional electrical connections between Work No. 8A and Work No. 10A.

Work No. 9B —The creation of a temporary construction compound north of B1035, Tendring Road, creation of construction access, construction of a haul road, temporary construction working areas and laydown, and creation and improvement of accesses to the public highway including works to junctions and visibility splays

Work No. 9C — Off-route haul road connecting to Work Nos. 9 and 9A, to the to the north-east of the cable route, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No. 9D — Off-route haul road connecting to Work Nos. 9 and 9A, to the south-west of the cable route, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No. 9E — Off-route haul road connecting to Work Nos. 9 and 9A, to the south-west of the route and crossing Landemere Road, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No. 9F – Off-route haul road connecting to Work Nos. 9 and 9A, to the north-east of the route to the north of Golden Lane, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No.10 — Installation of up to two buried cable circuits within cable ducts between Work No. 9 and Work No. 11 from Swan Road to Tendring Brook, approximately 1480 metres; cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of a haul road, temporary construction accesses and working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays; and creation of permanent ecological and environmental mitigation works including habitat creation.

Work No. 10A — Installation of cable ducting for two additional circuits for later installation of additional electrical connections between Work No. 9A and Work No. 11A.

Work No. 10B — The creation of a temporary construction compound to the north of Thorpe Road, creation of construction access, construction of a haul road, temporary construction working areas and laydown.

Work No. 10C — Off-route haul road connecting to Work Nos. 10, 10A, 11 and 11A crossing Tendring Brook, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No.11 — Installation of up to two buried cable circuits within cable ducts between Work No. 10 and Work No. 12 from Tendring Brook to A120, approximately 3630 metres; cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of a haul road, temporary construction accesses and working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

Work No. 11A — Installation of cable ducting for two additional circuits later installation of additional electrical connections between Work No. 10A and Work No. 12A.

Work No. 11B —The creation of a temporary construction compound to the east of B1035, immediately south of the A120, creation of construction access, construction of a haul road, temporary construction working areas and laydown, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

Work No.11C — Off-route haul road connecting to Work Nos. 11 and 11A, to the west of the cable corridor, crossing Stones Green Road, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage.

Work No. 11D — Off-route haul road connecting to Work Nos. 11 and 11A, to the east of the cable corridor, crossing Stones Green Road, temporary construction working areas, laydown and soils storage and temporary drainage works including alteration of existing drainage, connections to existing drainage..

Work No. 12 — Installation of up to two buried cable circuits within cable ducts between Work No. 11 and Work No. 13 from A120 to Bentley Road, approximately 2840 metres; cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of a haul road, temporary construction accesses and working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

Work No. 12A — Installation of cable ducting for two additional circuits for later installation of additional electrical connections between Work No. 11A and Work No. 14A.

Work No. 12B — The creation of a temporary construction compound east of B1035, Clacton Road. Creation of construction access, construction of a haul road, temporary construction working areas and laydown, creation and improvement of accesses including works to junctions and visibility splays.

Work No. 12C — The creation of a temporary construction compound to the west of B1035 Clacton Road, creation of construction access, construction of a haul road, temporary construction working areas and laydown, creation and improvement of accesses to the public highway including works to junctions and visibility splays, and creation and use of an off route haul road east of Clacton road.

Work No. 13 — Works to permanently widen and improve Bentley Road, including temporary removal and replacement of street furniture, temporary provision of segregated pedestrian / cycling area, planting and reinforcement of hedgerows, permanent highway drainage works including creation of new highway drainage and works of improvement to drainage, creation and improvement of connections to existing drains and watercourses; creation and use of a temporary construction compound and working areas.

Work No.13A — Works to permanently widen and improve the junction at Bentley Road and the A120, including removal of street furniture, provision of merger lane taper, drainage works including creation of new highway drainage and works of improvement to drainage, creation and improvement of connections to existing drains and watercourses; creation and use of a temporary construction compound and working areas.

Work No. 14 — Installation of up to two buried cable circuits with cable ducts between Work No. 12 from Bentley Road to Work No. 15, approximately 2710 metres; cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of haul roads, temporary construction accesses and working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

Work No. 14A — Installation of cable ducting for two additional circuits for later installation of additional electrical connections between Work No. 12A and Work No. 15.

Work No. 14B —The creation of a temporary construction compound to north of the cable corridor, (east of Bentley road), including creation of construction access, construction of a haul road, temporary construction working areas and laydown, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

Work No. 14C —The creation of a temporary construction compound to north of the cable corridor, (west of Bentley Road), creation of construction access, construction of a haul road, temporary construction working areas and laydown, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

Work No. 14D —The creation of a temporary construction compound south of the cable corridor west of Bentley Road, and haul road (partly outside the cable corridor) including —

- (a) creation of temporary construction working areas and laydown areas, creation of construction access, construction of a haul road between Bentley road and Work No. 15; and
- (b) creation and improvement of accesses to the public highway including works to junctions, creation of a new temporary bellmouth junction and visibility splays.

Work No. 15 —Substation zone works comprising:

Work No. 15A—

- (a) land re-profiling and groundworks,;
- (b) security fencing;
- (c) utilities connections;
- (d) temporary and permanent drainage works including alteration of existing drainage, connections to existing drainage and creation of new sustainable drainage including attenuation pond(s);
- (e) temporary and permanent access roads, bellmouth and visibility splays;
- (f) temporary construction areas, lay down areas and haul roads;
- (g) installation of up to two buried cable circuits within cable ducts (if required);
- (h) installation of up to two buried 400 kilovolts cable circuits within cable ducts (if required);
- (i) cable crossings, cable protection, cable ducts, joint bays, trenchless installation technique pit works including the creation of entrance and exit pits and cable trenching works; and
- (j) landscaping works including planting of screening;
- (k) creation of permanent ecological and environmental mitigation works including habitat creation.

Work No 15B — Construction of electrical substation infrastructure including:

- (a) creation of a platform;

(b) a compound for electrical works necessary for the onward transmission of electricity (the “substation compound”) containing (but not limited to) switchgear and electrical equipment including power transformers, reactive compensation equipment, filters, cooling equipment, control and welfare buildings, lightning rods, internal roads, security fencing and other associated equipment, structures and buildings including noise-attenuation works; and

(c) permanent security fencing and security gate.

Work No 15C —Landscaping works including,

(a) re-profiling of ground levels;

(b) planting of screening; and

(c) creation of permanent ecological and environmental mitigation works, including habitat creation.

Work No 15D - Groundworks, drainage and planting including;

(a) utilities connections;

(b) temporary and permanent drainage works including alteration of existing drainage, connections to existing drainage and creation of new sustainable drainage including attenuation pond(s);

(c) temporary construction areas, lay down areas and haul roads.

Work No 15E - Installation of cable ducting for two additional circuits for later installation of additional electrical connections between Work No. 14A to a point within Work No. 15 to the east of Work No. 15B.

Work No. 16 — Electrical works to connect to the National Grid substation including;

(a) works needed to connect the authorised development to the new National Grid substation including (but not limited to) cabling, cable sealing ends, circuit breakers, surge arrestors, disconnectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(b) installation of up to two buried 400 kilovolts cable circuits with cable ducts (if required) between Work No. 15 and the national grid substation; including cable ducts, trenchless installation technique pit works including the creation of entrance and exit pits and cable trenching works;

(c) construction of a haul road, temporary construction compound and laydown area; and

(d) creation of access roads to provide operational and maintenance access.

Work No. 17 — Access routes to provide operational access from the public highways to Work Nos. 3 to 16

In the District of East Suffolk, Suffolk:

Compensatory works for Lesser Black Backed Gull comprising:

Work No 18A — Improvement of existing access, and construction of temporary construction access.

Work No 18B — The installation of predator exclusion fencing and associated monitoring and management equipment for the purposes of Lesser Black Backed Gull compensation, improvement of access, construction of temporary construction access, working areas and laydown areas.

Associated development in connection with Work Nos. 1 to 3

Any associated development and in connection with Work Nos. 1 to 3 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 rock placement and the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) dredging;
- (d) the removal of material from the seabed required for the construction of Work Nos. 1 to 3 and the disposal of inert material of natural origin and/or dredged material within the Order limits produced during construction drilling, and seabed preparation for the installation of the foundations of the offshore structures or during seabed preparation for cable laying;
- (e) creation and use of temporary vessel laydown areas, use of cable anchors;
- (f) removal of static fishing equipment;
- (g) lighting; and
- (h) erection of temporary piled structures during construction

Associated development in connection with Work Nos. 4 to 18B

Any associated development in connection with Work Nos. 4 to 18B 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) haul roads, ramps, watercourse and other temporary crossings, means of access and other vehicular and/or pedestrian means of access, including creation of new tracks and footpaths, and/or widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments and alteration of groynes;
- (c) provision of temporary and permanent ecological and environmental mitigation, enhancement and compensation works;
- (d) spoil storage and associated control measures;
- (e) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, signage and lighting and other works associated with laying cables and/or pulling cables through cable ducts;
- (f) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems, temporary drainage during installations of cables and culverting;
- (g) works to alter the position of apparatus, including mains, sewers, drains and cables;
- (h) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (i) landscaping works and habitat creation including installation of bird and bat boxes, creation of hibernacula and reinforcement of existing planting to provide habitat;
- (j) works for the benefit or protection of land affected by the authorised development;
- (k) working sites in connection with the construction of the authorised development, construction lay down areas and compounds and storage compounds;
- (l) works of restoration;
- (m) fencing or other means of enclosure; and
- (n) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development.

PART 2

Ancillary works

Works within the Order limits which fall within the scope of the work assessed by the environmental statement comprising—

- (a) intrusive ground investigations including the making of boreholes and trial pits;
- (b) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised development;
- (c) marking buoys, beacons, fenders and other navigational warning or ship impact protection works; and
- (d) temporary works for the benefit or protection of land, watercourses or structures affected by the authorised development.

SCHEDULE 2

Article 3

Requirements

PART 1

Requirements

Time limits

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

Offshore design parameters

2.—(1) The wind turbine generators to be constructed or operated within Work No.1 of the authorised development must be located within the area delineated by the co-ordinates in Table 1 of Schedule 16 (offshore co-ordinates) and shown as Work No. 1 on sheet 2 of the offshore works plan.

(2) The offshore works must be constructed in accordance with the parameters set out in Table 1.

(3) Any part of Work No.2(c), any associated development or ancillary works located within the Sunk and Trinity Deep Water Routes, as shown shaded yellow on the Deep Water Route Cable Installation Area (Future Dredging depths) plan must be installed and maintained at a level which would not impede the dredging of those parts of the Sunk and Trinity Deep Water Routes:

- (a) shown shaded in yellow and outlined in a bold black line (and labelled Sunk Area A (22m CD)) to a level of 22 metres below Chart Datum;
- (b) shown shaded in yellow and outlined in a blue dotted line (and labelled Trinity (22m CD)) to a level of 22 metres below Chart Datum; and
- (c) shown shaded in yellow and cross hatched in orange (and labelled Sunk Area B (19m CD)) to a level of 19 metres below Chart Datum.

Table 1

<i>Parameter</i>	<i>Value</i>
Maximum number of wind turbine generators	79
Maximum total rotor swept area (metres squared)	4,194,340
Maximum height of wind turbine generators when measured from LAT to the tip of the vertical blade (metres)	370

Maximum rotor diameter of each wind turbine generator (metres)	340
Minimum distance from MHWs to the lowest point of the rotating blade for each wind turbine generator (metres)	28
Minimum distance between wind turbine generators (in all directions measured from the centre point of each wind turbine generator) (metres)	830
Maximum pile diameter of single pile structures (metres)	15
Maximum pile diameter of three pile structures (metres)	4
Maximum pile diameter of four pile structures (metres)	3.5
Maximum total seabed footprint for wind turbine generators (excluding scour protection) (metres squared)	92,274
Maximum total seabed footprint for wind turbine generators (including scour protection) (metres squared)	834,896
Maximum total scour volume for wind turbine generator foundations (metres cubed)	1,248,850
Maximum total length of inter-array cables (kilometres)	200
Maximum inter-array cable protection area (metres squared)	321,600
Maximum inter-array cable protection volume (metres cubed)	187,600
Maximum number of offshore substations	2
Maximum dimensions of offshore substations:	
Height when measured from LAT (excluding towers, helipads, mast and cranes) (metres)	105
Length (metres)	125
Topside area (metres squared)	100
Maximum total seabed footprint for offshore substation platforms (excluding scour protection) (metres squared)	3,700
Maximum total seabed footprint for offshore substation platform foundations (including scour protection) (metres squared)	72,985
Maximum total scour protection volume for offshore substation platforms foundations (metres cubed)	125,450
Maximum total length of export cables (kilometres)	196
Maximum export cable protection area (metres squared)	178,304
Maximum export cable protection volume (metres cubed)	129,691

Aviation safety

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

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

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

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

(3) The lights installed in accordance with sub-paragraph (1) will be operated at the lowest permissible lighting intensity level.

Stages of authorised development onshore

4.—(1) The onshore works may not be commenced until notification has been submitted to the discharging authority detailing whether the onshore works will be constructed:

- (a) in a single stage; or
- (b) in two or more stages.

(2) The onshore works may not be commenced until details of the stages of the onshore works have been submitted to the discharging authority.

(3) The construction of the onshore works must follow the details provided under sub-paragraph (2) of this requirement.

Onshore substation works, design and landscaping

5.—(1) Construction of Work No. 15B (the onshore electrical substation) must not commence until details of—

- (a) the layout;
 - (b) scale;
 - (c) proposed finished ground levels;
 - (d) external hard surfacing materials;
 - (e) the dimensions, external colour and materials used for the buildings;
 - (f) security fencing, height, colour and materials;
 - (g) vehicular and pedestrian access, parking and circulation areas;
 - (h) operational external lighting; and
 - (i) proposed and existing functional services above and below ground, including drainage, surface water drainage, power and communications cables and pipelines, manholes and supports;
- have been submitted to and approved by the discharging authority.

(2) The details submitted under sub-paragraph (1) of this requirement must be in accordance with sub-paragraph (3) and substantially in accordance with the onshore substation design principles document.

(3) In relation to Work No. 15B—

- (a) the highest part of any building, any external electrical equipment or enclosure, excluding lightning rods, must not exceed 15 metres above finished ground level (50.775 metres Ordnance Datum);
- (b) the total area of the fenced compound (excluding its accesses) must not exceed 58,800 metres squared; and
- (c) the lightning rods within the fenced compound area must not exceed a height of 18 metres above finished ground level (53.775 metres Ordnance Datum);

(4) Work No. 15B must be carried out in accordance with the details approved under sub-paragraph (1).

(5) Work No. 15B must not be commenced until a written landscaping scheme and associated work programme in accordance with the outline landscape and ecology management plan for Work No. 15 has been submitted to and approved by the discharging authority.

(6) The written landscaping scheme to be submitted under sub-paragraph (5) must include details of all proposed hard and soft landscaping works including—

- (a) location, number, species, size and planting density of any proposed planting including any trees; and

- (b) implementation timetables for all landscaping works within Work No.15.
- (7) The landscaping of Work No.15 must be carried out in accordance with the details approved details under sub-paragraph (5).
- (8) The landscaping of Work No.15 must be maintained throughout the operation of Work No.15B.

Code of construction practice

- 6.—(1) The onshore works must be undertaken in accordance with the provisions of the code of construction practice or any revision thereof approved by the discharging authority.
- (2) Onshore site preparation works must only take place in accordance with the relevant details set out in the code of construction practice or any revision thereof approved by the discharging authority.

Traffic and access plans

- 7.—(1) No stage of the onshore works may commence until for that stage the following plans have been submitted to and approved by the discharging authority;
 - (a) construction traffic management plan;
 - (b) workforce travel plan; and
 - (c) public access management plan.
- (2) The plans submitted under sub-paragraph (1) must be substantially in accordance with the outline plans certified under this Order.
- (3) The onshore works must be carried out in accordance with the approved plans as applicable in each stage.

Permanent highway accesses

- 8.—(1) No new permanent means of access to a highway to be used by vehicular traffic, or any permanent alteration to an existing means of access to a highway used by vehicular traffic may be formed until written details of the design, layout and siting of that new or altered access have been submitted to and approved by discharging authority in consultation with the highway authority.
- (2) The highway accesses must be constructed in accordance with the approved details.

Onshore archaeology

- 9.—(1) Geoarchaeological and archaeological evaluation and mitigation must be carried out in accordance with the archaeological mitigation strategy.
- (2) No stage of the onshore works may commence until, for that stage, an archaeological written scheme(s) of investigation in accordance with the outline onshore written schemes of investigation as appropriate for the relevant stage has been submitted to and approved by the discharging authority.
- (3) The onshore works must be carried out in accordance with the written scheme(s) of investigation as applicable in each stage as approved under sub-paragraph (2).
- (4) Intrusive onshore site preparation works must not take place until an archaeological or geoarchaeological written scheme(s) of investigation in accordance with the outline written scheme of investigation as appropriate has been submitted to and approved by the discharging authority. The archaeological or geoarchaeological written scheme(s) of investigation required under this sub-paragraph must be implemented as approved.
- (5) The archaeological post investigation assessment must be completed in accordance with the programme set out in the archaeological mitigation strategy and any relevant written scheme of investigation, and provision made for analysis, publication and dissemination of results and archive deposition.

Landscape and Ecological management plan

10.—(1) No stage of the onshore works may commence until for that stage a written landscape and ecology management plan in accordance with the outline landscape and ecology management plan as appropriate for the relevant stage, has been submitted to and approved by the discharging authority.

(2) The landscape and ecological management plan(s) submitted under sub-paragraph (1) must include an implementation timetable and must be implemented as approved as applicable in each stage.

(3) Onshore site preparation works must only take place in accordance with the relevant details set out in the outline landscape and ecological management plan as certified.

Soil Management Plan

11.—(1) No stage of the onshore works may commence until, for that stage, a soil management plan in accordance with the measures set out in the code of construction practice as appropriate for the relevant stage, has been submitted to and approved by the discharging authority.

(2) The onshore works must be carried out in accordance with the approved soil management plan(s) as applicable in each stage.

Protected species onshore

12.—(1) No stage of the onshore works other than surveying and investigation necessary to comply with this requirement may be undertaken until, for that stage, pre-construction survey work has been carried out to establish whether a European protected species or nationally protected species under the Wildlife and Countryside Act 1981(a) is present on any of the land affected, or likely to be affected, by any part of that stage of the onshore works.

(2) The compensatory works other than surveying and investigation necessary to comply with this requirement may not be undertaken until, for those works, pre-construction survey work has been carried out to establish whether a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is present on any of the land affected, or likely to be affected, by any part of the compensatory works.

(3) Where a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is shown to be present, the stage of the onshore works or compensatory works likely to affect the species must not commence until a scheme of protection and mitigation measures for that stage has been submitted to the discharging authority in the case of the onshore works, or the relevant planning authority in the case of the compensatory works.

(4) Each stage of the onshore works or the compensatory works which requires a scheme of protection and mitigation measures in accordance with sub-paragraph (3) of this requirement must be carried out in accordance with the approved scheme as applicable in each stage.

(5) In this paragraph, “European protected species” has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017.

Ground water monitoring

13.—(1) No stage of the onshore works for which a groundwater monitoring plan is required in accordance with the outline groundwater monitoring plan, must be commenced until, for that stage a groundwater monitoring plan has been submitted to and approved by the discharging authority

(2) Sub-paragraph (1) does not apply to any works or surveying and investigation necessary to inform the preparation of a groundwater monitoring plan.

(3) Any plan approved under sub-paragraph (1) must be implemented as approved.

(a) 1981 c69

Restoration of land used temporarily for construction

14. Subject to requirement 19(4), any land which is used temporarily for construction of the onshore works and not ultimately incorporated in permanent works or approved landscaping, must be reinstated within twelve months of completion of the relevant stage of the onshore works or such other time period as may be agreed in writing with the discharging authority.

Control of noise during operational stage

15.—(1) The noise rating level for the standard operation of Work No. 15B (the onshore electrical substation) must not exceed;

(a) 32decibel LAr,Tr at any time at a free field location immediately adjacent to the following noise sensitive locations—

(i) Waterhouse Farm (Grid reference 607256 228374);

(ii) Lilleys Farm (Grid reference 607731 227827); and

(b) 31 decibel LAr,Tr at any time at a free field location immediately adjacent to Normans Farm (Grid reference 608446 228492).

(2) Prior to commencement of operation of Work 15B, a noise investigation protocol must be submitted to and approved by the discharging authority.

(3) The determination of LAr,Tr must be in accordance with BS 4142:2014+A1:2019. The reference method set out in Annex D to BS 4142:2014+A1:2019 (or any successor thereto) must be used in the assessment of whether tonal penalties apply. The noise investigation protocol must identify—

(a) the required meteorological and other conditions under which the measurements will be taken, acknowledging that data obtained during emergency operation or testing of certain plant and equipment is not to be taken into account, and

(b) suitable monitoring locations (and alternative locations if appropriate).

(4) For the purposes of this requirement “standard operation” means the ordinary operation of the substations excluding emergency operation and the testing of plant and equipment associated with emergency operation.

Skills and employment strategy

16.—(1) The onshore works and offshore works other than Works No.13, 13A, 18A and 18B must not commence until a skills and employment strategy, substantially in accordance with the outline skills and employment strategy has been submitted to and approved by the discharging authority.

(2) The skills and employment strategy must be implemented in accordance with the approved details.

Onshore build options

17.—(1) Subject to sub-paragraph (2), the undertaker may commence in relation to only: (a) build option 1; or (b) build option 2.

(2) The onshore works must not commence until notification has been submitted to the discharging authority as to whether the undertaker intends to commence build option 1 or build option 2.

Compensatory Works

18.—(1) The compensatory works must not be commenced under this Order until details of—

(a) vehicular and pedestrian access for construction; and

(b) a construction method statement,

have been submitted to and approved by the relevant planning authority.

(2) The compensatory works must be carried out in accordance with the approved details.

Reuse of temporary works with the onshore works for North Falls

19.—(1) In the event that any temporary works which have been constructed pursuant to any development consent order that may be made by the Secretary of State in relation to North Falls are proposed to be reused by the undertaker in connection with the authorised development, such reuse must not be commenced until a scheme which accords with sub-paragraph (2) has been submitted to and approved by the discharging authority.

(2) The scheme to be submitted for approval under sub-paragraph (1) must include details of the temporary works to be reused and a timetable for their reuse and restoration or reinstatement.

(3) Any scheme approved under sub-paragraph (2) must be implemented as approved.

(4) Where in the event that any temporary works which have been constructed as part of the onshore works pursuant to this Order are to be subsequently be used for the purposes of construction of North Falls, the undertaker will not be required to maintain, restore or reinstate any such temporary works.

Biodiversity net gain

20.—(1) Work No. 15 must not be commenced until a net gain strategy has been submitted to and approved by the discharging authority.

(2) The net gain strategy must be implemented as approved.

Offshore decommissioning

21. The offshore works must not be 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) (requirement to prepare decommissioning programmes) of the 2004 Act has been submitted to the Secretary of State for approval.

Onshore decommissioning

22.—(1) A written scheme of decommissioning for the onshore works must be submitted to and approved by the discharging authority not less than six months prior to any decommissioning works commencing.

(2) The written scheme of decommissioning for the onshore works must include a code of construction practice and the approved scheme must be implemented as approved in the carrying out of any decommissioning works or relevant part of it.

Requirement for written approval

23. Where under any of the above requirements the approval or agreement of the Secretary of State, the discharging authority or the relevant planning authority, that approval or agreement must be given in writing.

Amendments to approved details

24. With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved under this Schedule, the approved details are taken to include any amendments that may subsequently be approved or agreed by the Secretary of State the discharging authority, or the relevant planning authority.

PART 2

Approval of matters specified in requirements

Interpretation

1. In this Part of this Schedule “application” means an application for any consent, agreement or approval required by a requirement whether or not the application seeks to discharge a requirement in whole or in part.

Applications made under requirements

2.—(1) Where an application has been made to the discharging authority or the relevant planning authority for any agreement or approval required pursuant to a requirement included in this Order, the discharging authority or relevant planning authority must give notice to the undertaker of their decision, including the reasons, on the application, within a period of 8 weeks beginning with—

(a) the day immediately following that on which the application is received by the discharging authority or the relevant planning authority;

(b) such longer period as may be agreed by the undertaker and the discharging authority or the relevant planning authority.

(2) In determining any application made to the discharging authority or relevant planning authority for any consent, agreement or approval required by a requirement contained in Part 1 of Schedule 2 of this Order, the discharging authority may—

(a) give or refuse its consent, agreement or approval; or

(b) give its consent, agreement or approval either subject to reasonable conditions, or unconditionally,

and where consent, agreement or approval is refused or granted subject to conditions the discharging authority must provide its reasons for that decision with the notice of the decision.

(3) With the exception of Requirement 5, in the event that the discharging authority or relevant planning authority does not determine an application within the period set out in sub-paragraph (1), the discharging authority or relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(4) With respect to Requirement 5, where an application has been made to the discharging authority or relevant planning authority for any agreement or approval required pursuant to those requirements and the discharging authority or the relevant planning authority has not given notice to the undertaker of their decision within the period set out in sub-paragraph (1), within a period of 8 weeks or by the conclusion of such period as may be extended by agreement under sub-paragraph (1)(b), then the application shall be deemed to have been refused consent.

Further information

3.—(1) Where an application has been made under paragraph 2 the discharging authority or the relevant planning 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 discharging authority or the relevant planning 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 discharging authority or the relevant planning authority must issue the consultation to the requirement consultee within five days of receipt of the application. Where the consultee requires further information they must notify the discharging authority or the relevant planning authority in writing specifying the further information required within 14 days of receipt of the consultation. The discharging authority or the relevant planning authority must notify the undertaker in writing

specifying any further information requested by the consultee within five working days of receipt of such a request.

(4) In the event that the discharging authority or the relevant planning 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.

Provision of information by Consultees

4.—(1) Any consultee who receives a consultation under paragraph 3(3) must respond to that request within 28 days from receipt unless sub-paragraph (2) of this paragraph applies.

(2) Where any consultee requests further information in accordance with the timescales set out in paragraph 3(3) then they must respond to the consultation within ten working days from the receipt of the further information requested.

Fees

5.—(1) Where an application is made to the discharging authority or the relevant planning authority for agreement or approval in respect of a requirement the fee for the discharge of conditions as specified in Regulation 16(1)(b) of the (a) (as may be amended from time to time) is to be paid by the undertaker to the discharging authority or the relevant planning authority in accordance with these regulations unless a bespoke arrangement has been agreed between the undertaker and discharging authority or the relevant planning authority, and legally secured.

Appeal

6.—(1) The undertaker may appeal in the event that—

(a) the discharging authority or the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions; or

(b) the discharging authority or the relevant planning authority fails to determine any application within the time period specified in paragraph 2.

(2) Any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 2(1), giving rise to the appeal referred to in sub-paragraph (1);

(3) 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 discharging authority or 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 (3);

(c) the discharging authority or 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 ten working 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;

(a) S.I. 2012/2920

(d) the appeal parties must make any counter-submissions to the appointed person within ten working 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 20 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (2)(d).

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

(5) 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 (3).

(6) Any further information required under sub-paragraph (5) must be provided by the appeal party from whom the further information was requested to the appointed person and other appeal parties, the the discharging authority or 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 ten working days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (3)(c) to (3)(e).

(7) 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 discharging authority or the relevant planning authority (whether the appeal relates to that part of it or not); and

(c) may deal with the application as if it had been made to the appointed person in the first instance.

(8) 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.

(9) 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.

(10) 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.

(11) If an approval is given by the appointed person pursuant to this paragraph, it is to be deemed to be an approval for the purpose of Part 1 of Schedule 2 (requirements) as if it had been given by the discharging authority or the relevant planning authority.

(12) Save where a direction is given pursuant to sub-paragraph (13) requiring the costs of the appointed person to be paid by the discharging authority or the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(13) On application by the discharging authority or the relevant planning 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 relevant guidance on the Planning Practice Guidance website or any official circular or guidance which may from time to time replace it.

SCHEDULE 3

Article 10

Streets subject to street works

In the District of Tendring:

<i>(1) Street</i>	<i>(2) Extent as shown on the street works and access plan</i>
Holland Haven Country Park car park access road	Between points labelled AA and AB on sheet 1
Access behind the seawall	Between points labelled AC and AD on sheets 1 and 2
Short Lane	Between points labelled AE and AF on sheets 2 and 3
Short Lane	Between points labelled AG and AH on sheets 2 and 3
Access track between Manor Farm and Short Lane	Between points labelled AI and AJ on sheets 3 and 4
B1032, Clacton Road	Between points labelled AK and AL on sheet 3 and 4
Little Clacton Road	Between points labelled AM and AN on sheet 4
B1033, Thorpe Road	Between points labelled AO and AP on sheet 6
B1034, Sneating Hall Lane	Between points labelled AQ and AR on sheets 6 and 7
Damant's Farm Lane	Between points labelled AS and AT on sheet 7
B1414, Landemere Road	Between points labelled AU and AV on sheet 8
Golden Lane	Between points labelled AW and AX on sheet 8
Access track from Golden Lane	Between points labelled AY and AZ on sheet 8
B1035, Tendring Road	Between points labelled BA and BB on sheet 9
B1035, Tendring Road	Between points labelled BC and BD on sheet 9
Swan Road	Between points labelled BE and BF on sheet 9
B1035, Thorpe Road	Between points labelled BG and BH on sheet 9
Access track from Lodge lane	Between points labelled BI and BJ on sheet 10
Lodge Lane	Between points labelled BK and BL on sheet 10
Wolves Hall Lane	Between points labelled BM and BN on sheet 11
Stones Green Road	Between points labelled BO and BP on sheets 11 and 12
B1035	Between points labelled BQ and BR on sheets 12
Access track to Wix Farms from B1035	Between points labelled BS and BT on sheet 12
Access track to Wix Farms from Colchester Road	Between points labelled BU and BV on sheet 12
B1035	Between points labelled BW and BX on sheet 12
Access track to Wix Farms from A120	Between points labelled BY and BZ on sheet 12 and 13
A120	Between points labelled CA and CB on sheets 12 and 13
Access track to A120 from Bradfield Lodge	Between points labelled CC and CD on sheet 13
B1035, Clacton Road	Between points labelled CE and CF on sheet 13
A120, Pelhams Corner	Between points labelled CG and CH on sheet 15
Bentley Road	Between points labelled CI and CJ on sheets 14 and 15
Payne's Lane	Between points labelled CK and CL on sheets 14, 15 and 16
Spratts Lane	Between points labelled CM and CN on sheet 16
Barlon Road	Between points labelled CO and CP on sheet 16 and 17
Access track from Barlon Road to Carrington Road	Between points labelled CQ and CR on sheet 16 and 17
Access track to Cattisgreen Farm	Between points labelled CS and CT on sheet 17 and 18
Ardleigh Road	Between points labelled CU and CV on sheet 17 and 18
Grange Road	Between points labelled CW and CX on sheet 17 and 18

SCHEDULE 4

Article 12, 13, 14, 16, 17

Traffic Regulation

PART 1

Streets to be temporarily restricted

In the District of Tendring:

<i>(1) Street or right of way to be temporarily closed or restricted</i>	<i>(2) Extent of temporary restriction</i>
Holland Haven Country Park car park access road	Between points labelled AA and AB on sheet 1
Access behind the seawall	Between points labelled AC and AD on sheets 1 and 2
Short Lane	Between points labelled AE and AF on sheets 2 and 3
Short Lane	Between points labelled AG and AH on sheets 2 and 3
Access track between Manor Farm and Short Lane	Between points labelled AI and AJ on sheets 3 and 4
B1032, Clacton Road	Between points labelled AK and AL on sheet 3 and 4
Little Clacton Road	Between points labelled AM and AN on sheet 4
B1033, Thorpe Road	Between points labelled AO and AP on sheet 6
B1034, Sneating Hall Lane	Between points labelled AQ and AR on sheets 6 and 7
Damant's Farm Lane	Between points labelled AS and AT on sheet 7
B1414, Landemere Road	Between points labelled AU and AV on sheet 8
Golden Lane	Between points labelled AW and AX on sheet 8
Access track from Golden Lane	Between points labelled AY and AZ on sheet 8
B1035, Tendring Road	Between points labelled BA and BB on sheet 9
B1035, Tendring Road	Between points labelled BC and BD on sheet 9
Swan Road	Between points labelled BE and BF on sheet 9
B1035, Thorpe Road	Between points labelled BG and BH on sheet 9
Access track from Lodge lane	Between points labelled BI and BJ on sheet 10
Lodge Lane	Between points labelled BK and BL on sheet 10
Wolves Hall Lane	Between points labelled BM and BN on sheet 11
Stones Green Road	Between points labelled BO and BP on sheets 11 and 12
B1035	Between points labelled BQ and BR on sheets 12
Access track to Wix Farms from B1035	Between points labelled BS and BT on sheet 12
Access track to Wix Farms from Colchester Road	Between points labelled BU and BV on sheet 12
B1035	Between points labelled BW and BX on sheet 12
Access track to Wix Farms from A120	Between points labelled BY and BZ on sheet 12 and 13
A120	Between points labelled CA and CB on sheets 12 and 13
Access track to A120 from Bradfield Lodge	Between points labelled CC and CD on sheet 13
B1035, Clacton Road	Between points labelled CE and CF on sheet 13
A120, Pelhams Corner	Between points labelled CG and CH on sheet 15
Bentley Road	Between points labelled CI and CJ on sheets 14 and 15
Payne's Lane	Between points labelled CK and CL on sheets 14, 15 and 16
Spratts Lane	Between points labelled CM and CN on sheet 16
Barlon Road	Between points labelled CO and CP on sheet 16 and 17
Access track from Barlon Road to	Between points labelled CQ and CR on sheet 16 and 17

Carrington Road	
Access track to Cattisgreen Farm	Between points labelled CS and CT on sheet 17 and 18
Ardleigh Road	Between points labelled CU and CV on sheet 17 and 18
Grange Road	Between points labelled CW and CX on sheet 17 and 18

PART 2

Rights of way to be temporarily closed or restricted

In the District of Tendring:

<i>(1) Street or right of way to be temporarily closed or restricted</i>	<i>(2) Extent of temporary closure or restriction</i>
FP29 167	Between points Ax and Ay as shown on sheets 1 and 2 of the temporary closure of public rights of way plan
FP6 164	Between points Bx and By as shown on sheet 4 of the temporary closure of public rights of way plan
FP38 164	Between points Cx and Cy as shown on sheet 4 of the temporary closure of public rights of way plan
FP11 164	Between points Dx and Dy as shown on sheet 4 of the temporary closure of public rights of way plan
FP13 180	Between points Ex and Ey as shown on sheet 7 of the temporary closure of public rights of way plan
FP7 180	Between points Fx and Fy as shown on sheet 8 of the temporary closure of public rights of way plan
FP4 180	Between points Gu and Gv, Gw to Gx and Gy to Gz as shown on sheet 8 of the temporary closure of public rights of way plan
FP3 180	Between points Hw and Hx and Hy to Hz as shown on sheets 8 and 9 of the temporary closure of public rights of way plan
FP1 180	Between points Ix and Iy as shown on sheet 9 of the temporary closure of public rights of way plan
FP18 180 and FP 18 159	Between points Jx and Jy as shown on sheet 9 of the temporary closure of public rights of way plan
FP22 179	Between points Lw and Lx and Ly to Lz as shown on sheet 10 of the temporary closure of public rights of way plan
FP8 179	Between points Mw to Mx and My to Mz as shown on sheets 10 and 11 of the temporary closure of public rights of way plan
FP25 179 and FP17 179	Between points Nx and Ny as shown on sheet 11 of the temporary closure of public rights of way plan
FP1 179	Between points Ox and Oy as shown on sheet 11 of the temporary closure of public rights of way plan
FP31 183	Between points Px and Py as shown on sheet 12 of the temporary closure of public rights of way plan
FP37 183	Between points Qx and Qy as shown on sheet 12 of the temporary closure of public rights of way plan
FP32 183	Between points Rx and Ry as shown on sheet 12 of the temporary closure of public rights of way plan
FP15 183	Between points Sx and Sy as shown on sheet 12 of the temporary closure of public rights of way plan
FP17 172	Between points Tx and Ty as shown on sheet 16 of the temporary closure of public rights of way plan
FP16 172	Between points Ux and Uy as shown on sheets 16 and 17 of the temporary closure of public rights of way plan
FP15 172	Between points Vx and Vy as shown on sheets 17 and 18 of the

temporary closure of public rights of way plan

PART 3

Traffic regulation orders not applicable to the undertaker

<i>(1) Area</i>	<i>(2) Road</i>	<i>(3) Title of order</i>	<i>(4) Extent of exception</i>
District of Tendring	A120	The A120 Trunk Road (Little Bentley, Essex) (Closure of Gap in the Central Reservation) Order 2019(a)	All abnormal or oversize vehicles used for or in connection with the construction, maintenance or decommissioning of the authorised development, and any escort vehicles accompanying the abnormal or oversized vehicle turning into Bentley Road from the A120 trunk road.

PART 4

Speed limits

<i>(1) Area</i>	<i>(2) Road name, number, and length</i>	<i>(3) Speed limit</i>
District of Tendring	B1033 (Thorpe Road / Frinton Road) for a distance of 1.4 kilometres shown with a dashed line on sheet 1 on the Temporary Speed Reduction Plans	40 miles per hour
District of Tendring	Golden Lane for a distance of 1 kilometre shown with a dashed line on sheet 2 of the Temporary Speed Reduction Plans	40 miles per hour
District of Tendring	B1035 Thorpe Road/Tendring Road/Swan Road/Whitehall Road for a distance of 1.4 kilometres shown with a dashed line on sheet 3 of the Temporary Speed Reduction Plans	40 miles per hour
District of Tendring	B1035 (Clacton Road) for a distance of 0.5 kilometres as shown with a dashed line on sheet 4 on the Temporary Speed Reduction Plans	40 miles per hour
District of Tendring	Bentley Road, for a distance	40 miles per hour

(a) S.I 2019/313

District of Tendring	of 1.6 kilometres shown with a dashed line on sheets 5 and 6 of the Temporary Speed Reduction Plans Ardleigh Road, for a distance of 1.2 kilometres shown with a dashed line on sheet 7 of the Temporary Speed Reduction Plans	30 miles per hour
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SCHEDULE 5

Article 15

Access to works

In the District of Tendring:

<i>(1) Reference as shown on the street works and access plan</i>	<i>(2) Description of new access</i>
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AC-0	Temporary access from the Holland Haven Country Park car park access road to temporary works during construction as shown on sheet 1 of the street works and access plan.
AC-1	Temporary access from the public highway B1032 Clacton Road, for access to temporary works during construction as shown on sheet 3 of the street works and access plan.
AC-2	Temporary access from the public highway B1032 Clacton Road, for access to temporary works during construction as shown on sheet 3 of the street works and access plan.
CR-1	For access across the public highway, Little Clacton Road, Great Holland during construction, as shown on sheet 4 of the street works and access plan.
AC-3A	Temporary access from the public highway B1033 Thorpe Road, for access to temporary works during construction as shown on sheet 6 of the street works and access plan.
AC-3B	Temporary access from the public highway B1033 Thorpe Road, for access to temporary works during construction as shown on sheet 6 of the street works and access plan.
CR-2	For access across the public highway, B1034 Sneating Hall Lane, Thorpe Cross during construction, as shown on sheets 6 and 7 of the street works and access plan.
CR-3	For access across the public highway, Damant's Farm Lane, Thorpe Cross during construction, as shown on sheet 7 of the street works and access plan.
CR-4	For access across the public highway, B1414, Landemere Road during construction, as shown on sheets 7 and 8 of the street works and access plan.
CR-5	For access across the public highway, Golden Lane, Thorpe Green during construction, as shown on sheet 8 of the street works and access plan
AC-4	From the public highway B1035, Tendring Road, for access to temporary works during construction and operational access, as shown on sheet 9 of the street works and access plan
AC-5	From the public highway B1035 Thorpe Road, for access to temporary works during construction as shown on sheet 9 of the street works and access plan
AC-6	From the public highway B1035 south of A120 and existing farm access

	track, for access to temporary works during construction as shown on sheet 12 of the street works and access plan
CR-6	For access across the public highway, Lodge Lane, Tendring Lodge during construction, as shown on sheet 10 of the street works and access plan
CR-7	For access across the public highway, Wolves Hall Lane, Tendring Green during construction, as shown on sheet 11 of the street works and access plan
CR-8A and 8B	For access across the public highway, Stones Green Road, Tendring Heath during construction, as shown on sheet 12 of the street works and access plan
AC-7	From the public highway B1035 south of A120, for access to temporary works during construction as shown on sheets 12 and 13 of the street works and access plan
AC-8A	From the public highway B1035 Clacton Road, for access to temporary works during construction as shown on sheet 13 of the street works and access plan
AC-8B	From the public highway B1035 Clacton Road, for access to temporary works during construction as shown on sheet 13 of the street works and access plan
AC-9	From the public highway west of Bentley Road, for access to temporary works during construction as shown on sheets 14 and 15 of the street works and access plan
AC-10	From the public highway east of Bentley Road, for access to temporary works during construction as shown on sheets 14 and 15 of the street works and access plan
AC-11	From the public highway west of Bentley Road, for access to temporary works during construction as shown on sheets 14 and 15 of the street works and access plan
CR-9 and 9A	For access across the public highway, Payne's Lane, Little Bromley during construction, as shown on sheets 14, 15 and 16 of the street works and access plan
CR-10 and 10A	For access across the public highway, Spratts Lane, Little Bromley during construction, as shown on sheet 16 of the street works and access plan
CR-11 and 11A	For access across the public highway, Barlon Road, Little Bromley during construction, as shown on sheets 16 and 17 of the street works and access plan
AC-12, AC-12A and CR12	From and across the public highway Ardleigh Road, for access to works during construction and operation as shown on sheets 17 and 18 of the street works and access plan
AC13	From and across the public highway Ardleigh Road, for access to works during construction and operation as shown on sheets 17 and 19 of the street works and access plan

SCHEDULE 6

Article 31

Land of which temporary possession may be taken

In the District of Tendring:

<i>(1) Number of plot shown on land plans</i>	<i>(2) Purpose for which temporary possession may be taken</i>	<i>(3) Relevant part of authorised development</i>
01-001, 01-002	Temporary use for access to facilitate construction of the	Work Nos. 2A, 3, 4, 4B, 5, 5A, 6, 6a and 17

01-003	authorised development Temporary use as a construction compound (Work No 4B) and construction working area to facilitate construction of the authorised development	Work Nos. 2A, 3, 4, 4B, 5, 5A, 6, 6a and 17
01-004, 01-005, 01-006	Temporary use for access to facilitate construction of the authorised development	Work Nos. 2A, 3, 4, 4B, 5, 5A, 6, 6A and 17
03-002	Temporary use as a construction compound (Work No 6B) and construction working area to facilitate construction of the authorised development	Work Nos. 5, 5A, 6, 6A, 6B, 7, 7A, 7C, 7D, 7E, 8, 8A and 17
03-004, 03-004A, 03-006	Temporary use for access to facilitate construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos. 5, 5A, 6, 6A, 6B, 7, 7A, 7C, 7D, 7E, 8, 8A and 17
03-008, 03-009, 03-010	Temporary use for access to facilitate construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos. 5, 5A, 6, 6A, 7, 7A, 7B, 7C, 7D, 7E, 8, 8A and 17
03-012	Temporary use as a construction compound (Work No 7B) and construction working area to facilitate construction of the authorised development	Work Nos. 5, 5A, 6, 6A, 7, 7A, 7B, 7C, 7D, 7E, 8, 8A and 17
04-005, 04-006	Temporary use as a haul route (Work No. 7C) and construction working area to facilitate construction of the authorised development	Work Nos. 6, 6A, 7, 7A, 7B, 7C, 7D, 7E, 8, 8A and 17
04-008, 04-009, 04-010, 04-011, 04-012, 04-013	Temporary use as a haul route (Work No. 7D) and construction working area to facilitate construction of the authorised development	Work Nos. 6, 6A, 7, 7A, 7B, 7C, 7D, 7E, 8, 8A and 17
05-007, 05-008, 05-010, 05-011	Temporary use as a haul route (Work No. 7E) and construction working area to facilitate construction of the authorised development	Work Nos. 6, 6A, 7, 7A, 7B, 7C, 7D, 7E, 8, 8A and 17
05-021, 05-022, 05-023	Temporary use as a haul route (Work No. 8C) and construction working area to facilitate construction of the authorised development	Work Nos. 7, 7A, 8, 8A, 8B and 17
06-002	Temporary use for access to facilitate construction of the	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A

	authorised development including improvement and temporary maintenance of visibility splays	and 17
06-005, 06-007	Temporary use as a construction compound (Work No. 8B) and construction working area to facilitate construction of the authorised development	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A and 17
06-008, 06-009	Temporary use for access to facilitate construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9, 10, 10A and 17
07-002, 07-003, 07-005, 07-006	Temporary use as a haul route (Work No. 9C) and construction working area to facilitate construction of the authorised development	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B and 17
07-009, 07-010	Temporary use as a haul route (Work No. 9D) and construction working area to facilitate construction of the authorised development	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B and 17
07-012, 08-003, 08-004, 08-005, 08-007	Temporary use as a haul route (Work No. 9E) and construction working area to facilitate construction of the authorised development, including improvement and temporary maintenance of visibility splays	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B and 17
08-001	Temporary use to facilitate access for construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B and 17
08-024, 08-025	Temporary use as a haul route (Work No. 9F) and construction working area to facilitate construction of the authorised development	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B and 17
09-002, 09-004	Temporary use to facilitate access for construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B, 10C and 17
09-003, 09-005	Temporary use as a construction compound (Work No. 9B) and construction working area to facilitate construction of the authorised development	Work Nos. 8, 8A, 8B, 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B, 10C and 17

09-015, 09-016, 09-018, 09-019	Temporary use as a construction compound (Work No. 10B) and construction working area to facilitate construction of the authorised development	Work Nos 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B, 10C, 11 11A and 17
10-004, 10-005, 10-006, 10-007	Temporary use as a haul route (Work No. 10C) and construction working area to facilitate construction of the authorised development	Work Nos 9, 9A, 9B, 9C, 9D, 9E, 9F, 10, 10A, 10B, 10C, 11 11A and 17
11-013	Temporary use as a haul route (Work No. 11C) and construction working area to facilitate construction of the authorised development	Work Nos.10, 10A, 10B, 10C, 11 11A, 11B, 11C, 11D, 12, 12A and 17
11-014	Temporary use as a haul route (Work No. 11D) and construction working area to facilitate construction of the authorised development	Work Nos.10, 10A, 10B, 10C, 11 11A, 11B, 11C, 11D, 12, 12A and 17
11-015, 11-016	Temporary use as a haul route (Work No. 11C) and construction working area to facilitate construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos.10, 10A, 10B, 10C, 11 11A, 11B, 11C, 11D, 12, 12A and 17
11-017	Temporary use as a haul route (Work No. 11D) and construction working area to facilitate construction of the authorised development	Work Nos.10, 10A, 10B, 10C, 11 11A, 11B, 11C, 11D, 12, 12A and 17
12-001	Temporary use to facilitate access for construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos.10, 10A, 10B, 10C, 11 11A, 11B, 11C, 11D, 12, 12A and 17
12-002	Temporary use as a haul route (Work No. 11D) and construction working area to facilitate construction of the authorised development	Work Nos. 10, 10A, 10B, 10C, 11 11A, 11B, 11C, 11D, 12, 12A and 17
12-003	Temporary use as a haul route (Work No. 11C) and construction working area to facilitate construction of the authorised development	Work Nos.10, 10A, 10B, 10C, 11 11A, 11B, 11C, 11D, 12, 12A and 17
12-006, 12-007	Temporary use as a construction compound (Work No. 11B), construction working area, and haul route to facilitate construction of the authorised development	All onshore works

12-008, 12-009, 12-010, 12-011	Temporary use to facilitate access for construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos.10, 10A, 10B, 10C, 11 11A, 11B, 11C, 11D, 12, 12A and 17
13-009	Temporary use as a construction compound (Work No. 12B) and construction working area, and haul route to facilitate construction of the authorised development	Work Nos. 11 11A, 11B, 11C, 11D, 12, 12A, 13, 13A, 14, 14A, 15, 16 and 17
13-010, 13-012, 13-013, 13-014, 13-015, 13-016,	Temporary use as a construction compound (Work No. 12C), construction working area, and haul route to facilitate construction of the authorised development, including improvement and temporary maintenance of visibility splays	Work Nos. 11 11A, 11B, 11C, 11D, 12, 12A, 13, 13A, 14, 14A, 15, 16 and 17
13-017	Temporary use as a construction compound (Work No. 14B) and construction working area, and haul route to facilitate construction of the authorised development,	Work Nos. 12, 12A, 13, 13A, 14, 14A, 14B, 14C, 14D, 15, 16 and 17
14-006	Creation use and restoration of a public non-motorised user path	Work Nos. 12, 12A, 13, 13A, 14, 14A, 14B, 14C, 14D, 15, 16 and 17
14-014, 14-015	Temporary use to facilitate access for construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos. 12, 12A, 13, 13A, 14, 14A, 14B, 14C, 14D, 15, 16 and 17
14-018, 14-019, 14-021, 14-022, 14-023, 14-024	Creation, use and restoration of a public non-motorised user path	Work Nos. 12, 12A, 13, 13A, 14, 14A, 14B, 14C, 14D, 15, 16 and 17
14-035, 14-036	Temporary use as a construction compound (Work No. 14C) and construction working area, and haul route to facilitate construction of the authorised development	Work Nos. 13 and 13A
15-012, 15-015, 15-016, 15-017, 15-018, 15-019, 15-020, 15-021, 15-022	Creation, use and restoration of a public non-motorised user path	Work Nos. 14, 14A, 14B, 14C, 14D and 17
16-017	Temporary use as a construction compound and construction working area to facilitate construction of the authorised development, including improvement and temporary maintenance of visibility splays. Creation, use	Work Nos. 14, 14A, 14B, 14C, 14D, 15, 15A, 15B, 15C, 15D, 15E, 16 and 17

	and restoration of a public non-motorised user path	
16-022, 17-003, 17-005	Temporary use for the purposes of carrying out Work Nos. 13 and 13A	Work Nos. 14, 14A, 14B, 14C, 14D, 15, 15A, 15B, 15C, 15D, 15E, 16 and 17
17-012, 17-013, 17-014	Temporary use to facilitate access for construction of the authorised development including improvement and temporary maintenance of visibility splays	Work Nos. 2A, 3, 4, 4B, 5, 5A, 6, 6a and 17

SCHEDULE 7

Article 24

Land in which only new rights etc. may be acquired

In the District of Tendring:

<i>(1) Number of plot shown on land plans</i>	<i>(2) Purpose for which rights may be acquired</i>
01-007	Cable rights and restrictive covenants
01-008	
01-009	Cable rights
01-010	
01-011	Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—
01-012	
02-001	
02-001A	(a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the “cables”), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, existing infrastructure, highways and railways;
02-004	
02-005	
02-008	
02-009	
02-010	
03-001	
03-003	
03-011	
03-014	
04-001	
04-003	(b) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the additional ducts for electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, allow the installation and use of electrical cables in the additional ducts, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the “cables”), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, existing infrastructure, highways and railways;
04-004	
04-007	
04-020	
05-001	
05-002	
05-013	
05-019	
05-020	
05-024	
06-010	
06-011	
06-017	
07-007	(c) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of
07-011	
08-008	

08-011	installing, operating and maintaining the cables or additional ducts, transmitting electricity along the cables or use of electrical infrastructure and the cables;
08-012	
08-013	
08-014	(d) to benefit from continuous vertical and lateral support for the authorised development;
08-019	
08-020	(e) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the electrical infrastructure and cables, including the right to use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties;
08-021	
08-022	
08-026	
09-008	
09-010	
09-013	
09-014	(f) construct and install and thereafter use the Land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in, on or under the Land;
09-017	
09-020	(g) place and use plant, machinery, structures and temporary structures within the Land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the ducting, electrical infrastructure and cables, and to erect temporary signage and provide measures for the benefit of public and personnel safety;
09-024	
10-001	
10-010	
10-011	(h) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land and highway;
10-013	
11-001	
11-006	(i) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas;
11-008	
11-009	(j) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;
11-012	
12-004	
12-013	(k) effect access and egress to and from the highway;
13-007	
13-008	(l) make such investigations in or on the Land as required;
13-022	
13-023	(m) alter, fell, lop or cut, coppice wood, uproot, replant trees, hedges, shrubs or other vegetation which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables and ancillary equipment including ducting;
14-001	
14-004	
14-030	
14-031	
14-037	
14-038	
14-039	(n) to take and use, remove and discharge water from the Land, and to lay down, install, retain, use, maintain, inspect, adjust, alter, remove, refurbish, reconstruct, upgrade, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, retain, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate the any existing drainage scheme on the Land;
14-040	
14-041	
14-044	(o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead
14-045	
14-046	
16-004	
16-008	
16-009	
16-012	
16-013	
16-014	
16-020	
16-021	
17-001	
17-002	

17-010
17-011

electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers and providing connection to the authorised development);

(p) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure, remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the end of each period of exercise of the rights);

(q) store and stockpile materials (including excavated material);

(r) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land;

(s) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;

(t) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out;

(u) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;

(v) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land and/or in accordance with any necessary licences relating to protected species and/or wildlife;

(w) lay out and maintain temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out; and

(x) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land.

Restrictive covenants

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

(a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or

construction erection or works of any kind (including the base, substructure or footings thereto);

(b) prevent anything to be done by way of hard surfacing of the Land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised development nor make it materially more difficult or expensive to maintain the authorised development);

(c) to prevent anything to be done by way of excavation of any kind in the Land nor any activities which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development, alter, increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed) save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6 metres for the purposes of arable farming) or are required to be carried out by National Grid in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the Land;

(d) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised development nor make it materially more difficult or expensive to access the relevant part of the authorised development);

(e) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised development;

(f) to prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development; and

(g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or reinstatement including any ploughing or grazing without the prior written consent of the undertaker.

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Cable rights and restrictive covenants under existing highway and rail infrastructure

Cable rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—

(a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables

- 11-018 (all collectively referred to as the “cables”), and in doing so, to use
12-012 or resort to trenchless installation techniques including (but not
13-018 limited to) directional drilling beneath sea defences, existing
13-019 infrastructure, watercourses, highways and railways;
- (b) lay down, install, retain, adjust, alter, construct, operate, erect,
13-020 use, maintain, repair, renew, upgrade, inspect, remove and replace
14-029 the additional ducts for electricity cables (including the removal of
14-042 materials including spoil) in, under, over and/or on the Land, allow
14-043 the installation and use of electrical cables in the additional ducts,
16-002 together with such telemetry and fibre-optic lines, ducting, jointing
16-003 bays and other apparatus, protection measures, cable marker posts,
16-005 chambers and manholes, manhole covers and other equipment which
16-006 is ancillary to the purposes of transmitting electricity along such
16-007 electricity cables (all collectively referred to as the “cables”), and in
16-015 doing so, to use or resort to trenchless installation techniques
16-016 including (but not limited to) directional drilling beneath sea
16-018 defences, watercourses, roads and railways;
- (c) enter, be on, and break open and break up the surface of the
16-019 Land and remain with or without plant, vehicles, machinery,
17-009 apparatus and equipment which is ancillary to the purposes of
installing, operating and maintaining the cables or additional ducts,
or the use of the electrical infrastructure and cables;
- (d) to benefit from continuous vertical and lateral support for the
authorised development;
- (e) pass and re-pass with or without vehicles, plant, machinery,
apparatus, equipment and materials for the purposes of laying down,
installing, adjusting, altering, constructing, using, maintaining,
repairing, renewing, upgrading, inspecting, removing and replacing
ducting, electrical infrastructure and the cables, including the right
to use, maintain, renew improve and alter existing accesses, roads,
streets, tracks or ways over the land, providing that such use is not
exclusive and exercise of this right must not prevent or unreasonably
inhibit use by other parties;
- (f) construct and install and thereafter use the Land for all
necessary purposes for the commissioning, construction, repair,
testing and maintenance of the ducting, electrical infrastructure and
cables in, on or under the Land;
- (g) place and use plant, machinery, structures and temporary
structures within the Land for the purposes of the installation,
construction, maintenance, repairing, renewing, upgrading,
inspecting, removal and replacing of the ducting, electrical
infrastructure and cables and to erect temporary signage and provide
measures for the benefit of public and personnel safety;
- (h) erect temporary bridges and supporting or protective
structures for the purposes of access to adjoining land and highway;
- (i) erect fencing, gates, walls, barriers or other means of
enclosure, and create secure working areas and compounds
including trenchless installation technique compounds and working
areas;
- (j) construct, lay down, use and remove temporary access roads
including any necessary hard standing and other surface materials
including (but not limited to) matting, aggregate, trackway, stone,
tarmacadam, terram, temporary bridging, culverting or diversion of
water courses and drains during any period during which

construction, maintenance, repair or renewal is being carried out;

(k) effect access and egress to and from the highway;

(l) make such investigations in or on the Land as required;

(m) alter, fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables and ancillary equipment including ducting;

(n) to take and use, remove and discharge water from the Land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate the any existing drainage scheme on the Land;

(o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);

(p) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure, remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the reinstatement or suitable replacement of the fences or structures following the end of each period of exercise of the rights);

(q) store and stockpile materials (including excavated material);

(r) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land;

(s) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;

(t) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;

(u) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land and/or in accordance with any necessary licences relating to protected species and/or wildlife;

(v) lay out and maintain temporary paths and bridleways for public use as temporary diversions for public rights of way which

are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out; and

(w) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land.

Restrictive covenants

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

(a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the bases, substructures or footings thereto);

(b) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised development nor make it materially more difficult or expensive to access the relevant part of the authorised development);

(c) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised development;

(d) to prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development; and

(e) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or reinstatement, including any ploughing or grazing without the prior written consent of the undertaker.

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Cable rights and restrictive covenants under existing highway and rail infrastructure

Cable rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—

(a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the “cables”), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, existing

- 13-019 infrastructure, watercourses, highways and railways;
- 13-020
- 14-029 (b) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace
- 14-042 the additional ducts for electricity cables (including the removal of
- 14-043 materials including spoil) in, under, over and/or on the Land, allow
- 16-002 the installation and use of electrical cables in the additional ducts,
- 16-003 together with such telemetry and fibre-optic lines, ducting, jointing
- 16-005 bays and other apparatus, protection measures, cable marker posts,
- 16-006 chambers and manholes, manhole covers and other equipment which
- 16-007 is ancillary to the purposes of transmitting electricity along such
- 16-015 electricity cables (all collectively referred to as the "cables"), and in
- 16-016 doing so, to use or resort to trenchless installation techniques
- 16-018 including (but not limited to) directional drilling beneath sea
- 16-019 defences, watercourses, roads and railways;
- 17-00 (c) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of installing, operating and maintaining the cables or additional ducts, or the use of the electrical infrastructure and cables;
- (d) to benefit from continuous vertical and lateral support for the authorised development;
- (e) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing ducting, electrical infrastructure and the cables, including the right to use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties;
- (f) construct and install and thereafter use the Land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the ducting, electrical infrastructure and cables in, on or under the Land;
- (g) place and use plant, machinery, structures and temporary structures within the Land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the ducting, electrical infrastructure and cables and to erect temporary signage and provide measures for the benefit of public and personnel safety;
- (h) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land and highway;
- (i) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas;
- (j) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;
- (k) effect access and egress to and from the highway;
- (l) make such investigations in or on the Land as required;

- (m) alter, fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables and ancillary equipment including ducting;
- (n) to take and use, remove and discharge water from the Land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate the any existing drainage scheme on the Land;
- (o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);
- (p) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure, remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the reinstatement or suitable replacement of the fences or structures following the end of each period of exercise of the rights);
- (q) store and stockpile materials (including excavated material);
- (r) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land;
- (s) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;
- (t) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;
- (u) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land and/or in accordance with any necessary licences relating to protected species and/or wildlife;
- (v) lay out and maintain temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out; and
- (w) (in an emergency only when the cables are temporarily

unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land.

Restrictive covenants

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

- (a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the bases, substructures or footings thereto);
- (b) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised development nor make it materially more difficult or expensive to access the relevant part of the authorised development);
- (c) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised development;
- (d) to prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development; and
- (e) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or reinstatement, including any ploughing or grazing without the prior written consent of the undertaker.

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Access rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—

- (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the Authorised Development, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights;
- (b) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the Land, adjoining land and highway;
- (c) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (d) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials

05-015	including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out;
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05-026	(e) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land;
06-003	(f) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;
06-004	
06-006	(g) alter, fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land;
06-012	
06-016	(h) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding, other vegetation and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;
07-001	
07-004	(i) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and
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08-002	(j) lay out and maintain temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out.
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National Grid substation works area rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—

(a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the “cables”);

(b) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables;

(c) to benefit from continuous vertical and lateral support for the authorised development;

(d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting the authorised development and for removing and replacing the cables;

(e) to use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the Land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties;

(f) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out;

(g) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;

(h) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land; and

(i) remove and discharge water from the Land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect,

remove and replace a drainage scheme on the Land; and

(j) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers).

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

(a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the substructures or footings thereto) without the prior written consent of the undertaker;

(b) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised development nor make it materially more difficult or expensive to access the relevant part of the authorised development);

(c) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised development;

(d) to prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development;

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Drainage rights and restrictive covenants

Drainage rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—

(a) remove and discharge water from the Land and to lay down, install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, upgrade, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the Land (the “drainage works”);

(b) inspect, use mechanical excavation (including directional drilling and/or digging), reinstate, remove, move or alter such part or parts of any drainage system on the Land for the purposes of the drainage works (including connecting the drainage works to any land drain as at the date of the drainage works);

(c) enter, be on, and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of the drainage works;

(d) store and stockpile materials (including excavated material);

- (e) make such investigations in or on the Land as required for the purposes of the drainage works, include to create boreholes and trial excavation pits for the purposes of intrusively surveying the land;
- (f) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating, to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;
- (g) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the drainage works;
- (h) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety for the purposes of the drainage works;
- (i) erect fencing, gates, walls, barriers or other means of enclosure, and create secure works areas or compounds and working areas for the purposes of the drainage works;
- (j) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal of any drainage work is being carried out;
- (k) effect access and egress to and from the highway;
- (l) alter, fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed obstruct or interfere with the drainage works;
- (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);
- (n) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; and
- (o) to carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land in accordance with any necessary licences relating to protected species and/or wildlife.

Restrictive Covenant

A restrictive covenant over the Land for the benefit of the remainder of the Order land to:

- (a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or

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- (b) construction erection or works of any kind (including the substructures or footings thereto); and
- (c) prevent anything to be done by way of hard surfacing of the Land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage drainage works.

Compensatory works, work rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—

- (a) erect, maintain, repair, improve and remove permanent fencing, gates, barriers or other means of enclosure in order to create areas where predators are excluded;
- (b) enter upon, pass, re-pass and remain on the Land with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of carrying out and maintaining the Works, surveying or to carry out monitoring of fauna;
- (c) place, retain, and maintain apparatus on the Land for the purposes of surveying or carrying out monitoring of fauna, including use of recording devices;
- (d) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;
- (e) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works and the installation of fencing for the protection of fauna; and
- (f) carry out such works (together with associated fencing or other means of enclosure) required by a planning permission and/or consent now or to be granted over the Land in accordance with any necessary licences relating to protected species and/or wildlife.

Restrictive covenants

A restrictive covenant over the Land for the benefit of the remainder of the Order Land to—

- (a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the substructures or footings thereto);
- (b) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the prior consent in writing of the undertaker
- (c) to prevent any part of any fence, gate, barrier or other enclosure erected as part of the works being altered, modified or removed without the prior consent in writing of the undertaker;
- (d) to prevent any activity which would in the reasonable opinion of the undertaker result in the harm to or diminishment in the function of the ornithological compensation measures or areas of habitat creation including any ploughing or grazing without the prior

- 19-001 written consent of the undertaker.
 19-002 Compensatory works, access rights
 19-003 Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—
- (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the Works, and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights;
 - (b) to use and maintain any quay, slipway, jetty or similar structure, with or without vessels, vehicles, plant, machinery, apparatus, equipment and materials for the purposes of taking access to the Land, carrying out, monitoring and constructing, maintaining, improving, repairing or decommissioning the Works;
 - (c) to use, maintain, repair and improve any permanent means of access including retaining, maintaining, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the Land, adjoining land and highway;
 - (d) construct, lay down, use and remove temporary access roads, ramps and other temporary crossings including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, footpaths, stone, tarmac, terram, temporary bridging, culverting or diversion of water courses and drains, and alter, widen, upgrade and improve existing roads, tracks and footpaths;
 - (e) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land;
 - (f) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;
 - (g) alter, fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land; and
 - (h) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure.

Restrictive covenants

A restrictive covenant over the Land for the benefit of the remainder of the Order Land to—

- (a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the substructures or footings thereto);
- (b) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the prior consent in writing of the undertaker
- (c) to prevent any part of any fence, gate, barrier or other enclosure erected as part of the works being altered, modified or removed without the prior consent in writing of the undertaker; and
- (d) to prevent any activity which would in the reasonable opinion of the undertaker result in the harm to or diminishment in the

function of the ornithological compensation measures or areas of habitat creation including any ploughing or grazing without the prior written consent of the undertaker.

SCHEDULE 8

Article 28

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 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 following modification—

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

“(5) (a) 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 4(5) of Schedule 8 to the Five Estuaries Offshore Wind Farm Order 202[•]).

(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 4(8) of Schedule 8 to the Five Estuaries Offshore Wind Farm Order 202[•]) 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 sub-section (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 4(3) of this Schedule—

(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.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 29 (modification of Part 1 of the 1965 Act) to the acquisition of land under article 22 (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 24 (compulsory acquisition of rights)—

(a) 1973 c.26.

- (a) with the modifications specified in sub-paragraph 4(2); and
- (b) with such other modifications as may be necessary.

(2) The modifications referred to in sub-paragraph (1) are set out in the following provisions of this Schedule.

5. 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.

6. 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.”

7. 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 (persons without power to sell their interests) (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.

8. 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 restriction, as well as the notice of entry required by sub-section (1) of that section (as it applies to a compulsory acquisition), 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(a) (powers of entry: further notices of entry), 11B(b) (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.

9. 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.

10. Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 29(4) is also 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, subject to compliance with that section as respects compensation.

(a) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c.22).

(b) Section 11B was inserted by section 187(2) of the above Act.

“SCHEDULE 2A

Section 8

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 have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 27 (application of the 1981 Act) of the Five Estuaries Offshore Wind Farm Order 202[•] in respect of the land to which the notice to treat relates.

(2) But see article 28 (acquisition of subsoil only) of the Five Estuaries Offshore Wind Farm Order 202[•] which excludes the acquisition of subsoil only from this Schedule.

(3) In this Schedule, “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

2. 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.

3. 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

4. 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.

5. 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”).

6. If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

7. If the authority do not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

8. 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

9. On a referral under paragraph 6, 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.

10. In making the 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.

11. 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 9, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

12. 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.

12.—(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 six 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 it 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.

14. Any dispute as to the compensation is to be determined by the Upper Tribunal.”

SCHEDULE 9

Article 42

Protective provisions

PART 1

Protection for electricity, gas, water and sewerage undertakers

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and the utility undertaker in question.

2. In this Part—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

(a) in the case of a utility undertaker within paragraph (a) of the definition of that term, electric lines or electrical plant (as defined in the Electricity Act 1989**(a)**), belonging to or maintained by that licence holder;

(b) in the case of a utility undertaker within paragraph (b) of the definition of that term, any mains, pipes or other apparatus belonging to or maintained by that gas transporter within the meaning of Part 1 of the Gas Act 1986**(b)** for the purposes of gas supply;

(c) in the case of a utility undertaker within paragraph (c) of the definition of that term, mains, pipes or other apparatus belonging to or maintained by that water undertaker for the purposes of water supply; and

(a) 1989 c.29.

(b) 1986 c.44.

- (d) in the case of a utility undertaker within paragraph (d) of the definition of that term—
- (i) 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;
 - (ii) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991(a); and
 - (iii) 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 sewerage disposal works, at future date) of that Act(b),

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;

“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; and

“utility 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 onshore works, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

On street apparatus and offshore works

3. This Part does not apply to—

- (a) 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; and
- (b) the offshore works.

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 or requires that the utility undertaker’s apparatus is relocated or diverted, that apparatus must not be removed under this Part, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished until

(a) 1991 c.56.

(b) Section 104 was amended by section 42(3) of the Flood and Water Management Act 2010 (c.29).

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, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 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 a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility 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 utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 48 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 48 (arbitration), and after the grant to the utility 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 utility 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 of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility 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 a utility 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 utility undertaker in question or in default of agreement settled by arbitration in accordance with article 48 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in or along the authorised development, the arbitrator must—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus that may be required to prevent interference with any proposed works of the undertaker; and

(b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or along the authorised development for which the alternative apparatus is to be substituted.

(3) 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 utility 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 utility 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 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 the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to the utility 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 utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker 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) If a utility 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 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 utility 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 a utility undertaker the reasonable expenses agreed with the undertaker in advance and reasonably incurred by that utility undertaker 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 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 48 (arbitration) to be necessary then, if such placing involves cost in the construction of works under this Part 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 utility 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 a utility undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility 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 utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility 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) A utility 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 a utility undertaker in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

PART 2

For the protection for operators of electronic communications code networks

11. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and the operator in question.

12. In this Part—

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

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in section 106(b) (application of the electronic communications code) of the 2003 Act;

“electronic communications code network” means—

(a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 17 (infrastructure system) of that code; and

“operator” means the operator of an electronic communications code network.

13. The exercise of the powers conferred by article 33 (statutory undertakers) are subject to Part 10 (undertaker’s works affecting electronic communications apparatus) of the electronic communications code.

14.—(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 agreed by the undertaker in advance and reasonably incurred by the operator in making good such damage or restoring the supply and must make reasonable compensation to that operator for other expenses, loss damage penalty or costs incurred by, that operator 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 48 (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 development.

(a) 2003 c. 21.

(b) Section 106 was amended by section 4 of the Digital Economy Act 2017 (c. 30).

(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 the Environment Agency

15.—(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—

“the Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” are to be construed accordingly;

“drainage work” means (i) any main river and includes any land which provides 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 and (ii) any sea defence;

“emergency” means an occurrence which presents a risk of—

(a) serious flooding which presents an immediate risk health, life, property or environment;

(b) serious detrimental impact on drainage which presents an immediate risk health, life, property or environment;

serious harm to the environment which presents an immediate risk of an incident which is likely to cause a long term impact to a species or habitats

“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;

“non-tidal main river” has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016;

“plans” includes plans, sections, elevations, drawings, specifications, programmes, calculations, method statements and descriptions;

“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;

“sea defence” means any bank, wall, embankment (and any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the efficiency of the defences of the Environment Agency’s area against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

“specified work” means

(a) so much of any work or operation authorised by this Order as is in, on, under, over or within

(i) 16 metres of the base of a sea defence which is likely to –

(aa) endanger the stability of, cause damage or reduce the effectiveness of that sea defence,

(bb) interfere with the Agency’s access to or along that sea defence or the Agency’s ability to undertake works to ensure the efficacy of that sea defence; or

(ii) 8 metres of the base of a remote defence which is likely to endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or interfere with the Agency's access to or along that remote defence;

(iii) is within 16 metres of a drainage work involving a tidal main river;

(iv) 8 metres of a drainage work involving a non-tidal main river;

(v) any distance of a drainage work and is likely to

(aa) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(bb) affect the flow, purity or quality of water in any main river;

(cc) cause obstruction to the free passage of fish or damage to any fishery;

(dd) affect the conservation, distribution or use of water resources; or

(ee) affect the conservation value of the main river and habitats in its immediate vicinity; or

(b) so much of any work or operation authorised by this Order as is in, on under, over or within 16 metres of a sea defence which is likely to endanger the stability of, cause damage to or reduce the effectiveness of that sea defence, or interfere with the Agency's access to or along that sea defence;

(c) or which involves an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and

(d) which involves an activity any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work; and

“tidal main river” has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016.

Submission and approval of plans

16.—(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 27.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) subject to sub-paragraph 4, is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or such later date as is agreed between the Agency and the undertaker, and if, further particulars have been requested by the Agency for approval pursuant to sub paragraph (1) the period between the making of this request and the provision of further particulars in response to it shall not be taken into account in the calculation of the 2 months for the purposes of this sub-paragraph PROVIDED THAT the maximum period that the Agency will have to approve the particulars under this sub-paragraph (b) will be 3 months; and

(c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution, or the prevention of environmental harm, 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) If the Agency refuses any approval required under this paragraph then the refusal must be accompanied by a statement of the grounds for refusal

Construction of protective works

17. Without limiting paragraph 16, but subject always to the provisions of that paragraph as to reasonableness 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

18.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 17, 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 Part of this Schedule

19.(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 (4) 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 27.

Maintenance of works

20.—(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 reasonably 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 and where the Agency (acting reasonably) considers it necessary to avoid any of the risks specified in sub-paragraph (5), the Agency may serve written notice requiring the undertaker to cease all or part of the specified works as may be specified within the notice within such reasonable period specified in the notice, 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) The risks specified in sub-paragraph (4) are:

- (a) risk of flooding;
- (b) risk of harm to the environment;
- (c) risk of detrimental impact on drainage;
- (d) damage to the fishery.

(6) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (3), 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 27.

(7) 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 for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule..

Remediating impaired drainage work

21. 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 reasonably incurred by the Agency in so doing from the undertaker.

Agency access

22. If by reason of the construction of any specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must notify the Agency as soon as reasonably practicable and provide such alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively

than was possible before the obstruction occurred, and such alternative access must be made available as soon as reasonably practicable after of the undertaker becoming aware of such obstruction, except in the case of an emergency in which case the undertaker must provide such alternative means of access on demand.

Free passage of fish

23.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) If within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in the notice served under sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing are recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in an emergency in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Monitoring of Sea Defence

24.—(1) Prior to commencing any work using any trenchless installation technique forming part of Work Nos.3 or 4 within plots 01-007, 01-008, 01-010, 01-009 and 02-001, the undertaker must obtain the approval in writing of the Agency of a plan specifying the monitoring of the sea defence which is to be carried out by the undertaker.

(2) The plan required under sub-paragraph (1) must set out how monitoring on the seawall of the sea defence during construction to measure any movement will be carried out including:

- (a) The outcomes of detailed ground investigation and baseline monitoring of any preexisting seawall movement work undertaken by the undertaker;
- (b) the methodology of the trenchless installation technique to be used under the seawall;
- (c) the risk assessment for the selected trenchless installation technique works under the seawall;
- (d) details and plans of the proposed works under the seawall including sections;
- (e) the equipment to be used to carry out monitoring of the seawall;
- (f) the location(s) for the installation of monitoring equipment;
- (g) the scope and timing of the monitoring to be carried out; and
- (h) a process for the reporting of the results of the monitoring to the Agency by the undertaker.

(3) Any work to which sub-paragraph (1) applies may not be commenced unless and until the monitoring plan has been approved by the Agency.

(4) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
 - (b) is deemed to have been approved if it is neither given nor refused within 2 months of the submission of the monitoring plan required by sub-paragraph (1).
 - (c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery 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.
- (5) If the Agency refuses any approval required under this paragraph then the refusal must be accompanied by a statement of the grounds for refusal.

As built drawings

25. As soon as reasonably practicable following the completion of the construction of Works Nos.3 or 4 within plots 01-007, 01-008, 01-010, 01-009 and 02-001, the undertaker must provide to the Agency as-built drawings in a form and scale to be agreed in writing between the undertaker and the Agency (acting reasonably) to show location and depths of the cable ducts as installed which must include identification markings on the sea defence.

Heavy vehicle movements during construction

26.(1) Access for the undertaker over plot 01-005 during the construction of the relevant authorised works must not be used by vehicles that exceed a maximum gross weight of 7.5 tonnes unless otherwise agreed in writing, including details of any additional protection measures, between the undertaker and the Agency (acting reasonably).

(2) The undertaker is not required to comply with sub-paragraph (1) in case of an emergency.

Disputes

27. Any dispute arising between the undertaker and the Agency under this Part of this Schedule will if the parties agree, be determined by arbitration under article 48 (arbitration), but failing agreement will be determined by the Secretary of State for the Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero 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.

Indemnity

28. (1) The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may reasonably 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.

(2) 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 (but always excluding any consequential loss or indirect loss suffered by the Agency) by reason 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 authorised development or dealing with any failure of the authorised development .

(3) For the avoidance of doubt, in sub-paragraph (1)—

“costs” includes—

expenses and charges;
staff costs and overheads;
legal costs;

“losses” includes physical damage.

(4) For the avoidance of doubt, in sub-paragraph (3)—

“claims” and “demands” include as applicable—

costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand;
and

any interest element of sums claimed or demanded;

“liabilities” includes—

contractual liabilities;

tortious liabilities (including liabilities for negligence or nuisance);

liabilities to pay statutory compensation or for breach of statutory duty;

liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(5) The Agency must give to the undertaker reasonable written notice of any such claim or demand as is referred to in sub-paragraph (1) as soon as reasonably practicable after it becomes aware of such claim or demand, and no settlement or compromise of any such claim or demand is to be made without the prior agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(6) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(7) 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.

(8) 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

PART 4

For the protection of drainage authorities

29. The provisions of this Part have effect for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

30. In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” is to be construed accordingly;

“drainage authority” means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991(a);

“drainage work” means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse within the jurisdiction of the drainage authority;

(a) 1991 c. 59.

“emergency” means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences;

“independent review” means a review carried out by a third party confirming the findings of the undertaker in the assessment of the impact of the proposed specified work on flood risk;

“ordinary watercourse” has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

“plans” includes any information reasonably required by the drainage authority including location details, grid references, sections, drawings, specifications, assessments and method statements; and

“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 and which comprises any of the following works carried out in relation to or which may affect any ordinary watercourse—

- (a) the erection of any mill, dam, weir, or other similar obstruction to the flow of an ordinary watercourse, or raising or otherwise altering any such obstruction;
- (b) the construction or installation of a bridge or other structure;
- (c) the erection of a culvert in an ordinary watercourse;
- (d) the alteration of an ordinary watercourse or a culvert or other form of drainage infrastructure in a manner that would be likely to affect the flow of an ordinary watercourse.

31.—(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work, including an independent review and such further particulars available to it as the drainage authority may within 14 days of the submission of the plans reasonably request.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.

(3) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under this paragraph .

(4) Any approval of the 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 56 days of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub-paragraph (1)) whichever is the later; and
- (c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work, for the protection of any ordinary watercourse or for the prevention of flooding.

(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

(6) “reasonable” in this paragraph means appropriate in the circumstances and, for avoidance of doubt any recommendation or requirement from the drainage authority relating to health and safety shall be considered reasonable;

32. Without limiting paragraph 31, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage by reason of any specified work; or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased, by reason of any specified work.

33.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 32, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the drainage authority, and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the 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 of completion.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the 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 agreed, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6) and paragraphs 37 and 38, if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice and any reasonable expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 43.

34.—(1) Subject to sub-paragraph (5), the undertaker must from the commencement of the construction of the specified work maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation on land held by the undertaker for the purpose of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of the work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraphs 37 and 38, if, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is reasonably necessary for such compliance and may recover any reasonable expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not except in a case of emergency exercise

the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 43.

(5) This paragraph does not apply to—

- (a) drainage works which are vested in the drainage authority, or which the drainage authority or another person is liable to maintain and is not prevented by this Order from so doing; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

35. Subject to paragraphs 37 and 38 and paragraph 34(5)(b), 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 or land drainage 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 drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker any expenditure incurred by the drainage authority in so doing from the undertaker.

36. If by reason of the construction of the specified work the drainage authority's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the drainage authority to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

37. The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably 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 drainage authority under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the drainage authority which are reasonably required in connection with the construction of the specified works.

38.—(1) Without limiting the other provisions of this Part, the undertaker must make reasonable compensation to the drainage authority from costs and losses which may be reasonably incurred or suffered by the drainage authority by reason of—

- (a) any damage to any drainage work;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourses; or
- (c) any flooding or increased flooding of any such lands,

caused by the construction of any specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the construction of the specified work.

(2) . The drainage authority must take such steps as are reasonable in the circumstances to mitigate in whole or in part and to minimise any costs, expenses, loss, claims, damages, demands, proceedings and penalties to which the indemnity under this paragraph applies where it is within the drainage authority's reasonable gift and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of the drainage authority's control. If reasonably requested to do so by the undertaker, the drainage authority must provide a written explanation of how any claim has been mitigated or minimised or where mitigation or minimisation is not possible an explanation as to why.

39.—(1) The drainage authority must give to the undertaker reasonable notice of any such claim or demand. The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. No settlement or compromise may be made to such claim or any admission made which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(2) The drainage authority must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

40. The fact that any act or thing may have been done by the drainage authority on behalf of the undertaker or in accordance with a plan approved or deemed to have been approved by the drainage authority or in accordance with any requirement of the drainage authority or under its supervision does not, subject to paragraph 39, excuse the undertaker from liability under the provisions of sub-paragraph 40(1) unless the drainage authority 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.

41. Nothing in paragraph 40(1) imposes any liability on the undertaker with respect to any damage or loss to the extent that it is attributable to the act, neglect or default of the drainage authority, its officers, servants, contractors or agents.

42. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

43. Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 48 (arbitration), but otherwise is to be determined by the Secretary of State for Energy Security and Net Zero on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

PART 5

For the protection of Network Rail

44. The following 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 62, of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

45. In this Part of this Schedule—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as 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(1)(licences) of the Railways Act 1993(a);

“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;

(a) 1993 c.43

“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;

“protective works” means the underpinning, strengthening and any other works the purpose of which is to prevent damage that may be caused by the carrying out, maintenance or use of the authorised development;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and-

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under:

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property, and for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 6 (power to maintain the authorised development) in respect of such works.

46.—(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 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.

(3) 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.

(4) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 26 (private rights) or article 33 (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.

(5) The undertaker must not under the powers of this Order do anything which would directly result in railway property being incapable of being used or maintained 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 must never be unreasonable to withhold consent for reasons of operational or railway safety or impose conditions

necessary to ensure operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

47.—(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 settled by arbitration under article 48 (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 their disapproval, the undertaker may serve upon the engineer written notice requiring the engineer to intimate their 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 their approval or disapproval, the engineer will 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, subject to Network Rail seeking consent from the undertaker (the undertaker acting reasonably) and if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unreasonable 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 their reasonable opinion (such level of reasonableness being that of a prudent railway statutory undertaker) 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 reasonable expense of the undertaker in either case without unreasonable 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 their reasonable satisfaction.

(5) The undertaker must not be required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Network Rail notice as soon as is reasonably practicable, and in addition to that notice must provide a plan, section and description of those works as soon as reasonably practicable subsequently.

48.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 47(4) must, when commenced, be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 47;

(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 will be caused by the carrying out 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 reasonable compensation for any loss which it may sustain by reason of any such damage, interference or obstruction but always excluding any consequential loss or indirect loss.

(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 employees, 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 employees, contractors or agents.

49. 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.

50. Network Rail must at all times afford reasonable facilities to the undertaker and its employees, contractors or agents for access to any works carried out by Network Rail under this Part 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.

51.—(1) If any permanent or temporary alterations or additions to railway property, are reasonably necessary in consequence of the construction 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' written 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 and provides its consent, (acting reasonably) 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 47(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and reasonable compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work provided that at all times Network Rail will be under an obligation to take reasonable steps to mitigate its loss and always excluding any consequential loss or indirect loss.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 52(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

52. 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 47(3) or in constructing any protective works under the provisions of paragraph 47(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 them of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, guards and other persons whom it is 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.

53.(1) In this paragraph-

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 47(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take 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 47(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold 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 47(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail 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;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6) –

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 48.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 57(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 47 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 48 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

54. 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 that it adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

55. 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.

56. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work 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.

57.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses (but always excluding any consequential or indirect loss) not otherwise provided for in this Part of this Schedule (subject to article 46 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the undertaker’s 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 employment 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 employment 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

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the construction or operation of the authorised development;

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, provided Network Rail will be under an obligation to take reasonable steps to mitigate its loss and always excluding any consequential loss or indirect loss.

(2) 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 their supervision must 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 this Part.

(3) Network Rail must give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand can be made without the prior consent of the undertaker. Network Rail must take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands

(4) The sums payable by the undertaker under sub-paragraph (1) must if relevant include a sum equivalent to the relevant costs.

(5) 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.

(6) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs must, 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).

(7) In this paragraph—

“the relevant costs” means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail’s railway network as a direct 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.

58. 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 reasonably incurred and mentioned in paragraph 57) 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).

59. In the assessment of any sums payable to Network Rail under this Part 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.

60. 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.

61. 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.

62. 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 7 (benefit of the 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.

63. 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 44 (certification of plans, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in the format specified by Network Rail (acting reasonably).

64. In relation to any dispute arising under this Part of this Schedule the provisions of article 48 (arbitration) do not apply and any such dispute, unless otherwise provided for, must be referred to and settled 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) to the President of the Institution of Civil Engineers.

PART 6

For the protection of National Highways

Application etc.,

65. 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.

Interpretation

66.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with subparagraph (2) the latter prevail.

(2) Where any provision of this Part of this Schedule requires National Highways to act reasonably, then for the avoidance of doubt, any recommendation, request for information or

condition for approval that relates to health and safety of the highway network within National Highways' jurisdiction will be considered reasonable.

(3) In this Part of this Schedule—

“as built information” means one electronic copy of the following information (in so far as it is relevant to the works concerned) —

- (a) as constructed drawings in both PDF and AutoCAD DWG formats for any SRN work designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document, and for the cable works, showing the location and depth of the cable as installed and any ancillary or protective measures installed within the strategic road network;
- (b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);
- (c) product data sheets and technical specifications for all materials used;
- (d) as constructed information for any utilities discovered or moved during the works;
- (e) method statements for the works carried out;
- (f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;
- (g) organisation and methods manuals for all products used;
- (h) as constructed programme;
- (i) test results and records as required by the detailed design information and during construction phase of the project;
- (j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;
- (k) the health and safety file; and
- (l) such other information as is reasonably required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's Asset Data Management Manual as is in operation at the relevant time.

“the bond sum” means the sum equal to 200% of the cost of the carrying out the SRN works (to include all costs) or such other sum as is agreed;

“cable works” means any works under this Order which consist of the installation of cables, cable ducts, tunnels for cables and cable ducts and related or associated works to those operations, all under the strategic road network and to be through the use of trenchless installation techniques where no works are required to or on the operational carriageway;

“cash surety” means the sum equal to 200% of the cost of the carrying out the SRN works (to include all costs) or such other sum as is agreed;

“condition survey” means a survey of the condition of National Highways structures and assets within the Order limits that may be affected by the SRN works and cable works;

“contractor” means any contractor or subcontractor appointed by the undertaker to carry out the works;

“the commuted sum” means the sum agreed as being the necessary contribution by the undertaker to the increase in costs incurred by National Highways of maintaining new strategic highway assets constructed as SRN works under this Order for ten years from the issue of the final certificate;

“defects period” means the period from the date of the provisional certificate to the date of the final certificate which may be no less than 12 months from the date of the provisional certificate;

“detailed design information” means such of the following drawings specifications and calculations as are relevant :

for the SRN 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) pavement, pavement foundations, kerbs, footways and paved areas;
- (g) traffic signs and road markings;
- (h) traffic signal equipment and associated signal phasing and timing detail;
- (i) road lighting (including columns and brackets);
- (j) regime of California Bearing Ratio testing;
- (k) electrical work for road lighting, traffic signs and signals;
- (l) motorway communications as required by DMRB;
- (m) highway structures and any required structural approval in principle;
- (n) landscaping;
- (o) proposed departures from DMRB standards;
- (p) walking, cycling and horse riding assessment and review report;
- (q) stage 1 and stage 2 road safety audits and exceptions agreed;
- (r) utilities diversions;
- (s) topographical survey;
- (t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it; or
- (u) ;

for the cable works;

- (a) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;
- (b) health and safety information including any asbestos survey required by GG105 or any successor document; and
- (c) other such information that may be required by National Highways to be used to inform the detailed design of the cable works;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“final certificate” means the certificate relating to those aspects of the SRN works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 79;

“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);

“highway operations and maintenance contractor” means the contractor appointed by National Highways under the DBFO contract;

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the cable works or SRN works as notified to National Highways from time to time;

“programme of works” means a document setting out the sequence and timetabling of the cable works or SRN works;

“provisional certificate” means the certificate of provisional completion relating to those aspects of either the cable works or the SRN works that have resulted in any alteration to the strategic road

network to be issued by National Highways in accordance with paragraph 73 or 75 as appropriate when it considers the SRN works are substantially complete;

“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;

“SRN works” means so much of any work authorised by this Order which involve works to the carriageway or verge of any part of the strategic road network, or to operational assets ancillary thereto including highway drainage, and specifically including the alteration of a junction as authorised as part of Work No. 13A, and including any maintenance of that work, as is on, in, or over the strategic road network for which National Highways is the highway authority;

“Specification for Highways Works” means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

“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; ;

“utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991; and

“winter maintenance” means maintenance of the road surface to deal with snow and ice.

(4) 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.

General

67. No works in carrying out, maintaining or diverting the cable works may be carried out under the strategic road network at a distance within 4 metres of the lowest point of the ground.

68. . In respect that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of Schedule 9 but for the purposes of any approvals required under this Part of Schedule 9 the undertaker shall liaise directly with National Highways.

Works outside the Order limits

69. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

Prior approvals

70.—(1) The SRN 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 (acting reasonably);
- (b) the programme of works has been approved by National Highways (acting reasonably);

(c) the detailed design of the SRN works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways (acting reasonably)—

- (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 suitability 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; and
 - (v) information demonstrating that the process undertaken by the undertaker in relation to the SRN works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding;
- (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;
- (f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;
- (g) the undertaker has agreed the estimate of the commuted sum with National Highways
- (h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the SRN works (which may include winter maintenance if relevant) has been agreed in writing by National Highways
- (i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways (acting reasonably) from the contractor and designer of the SRN works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the SRN works, including in the selection of materials, goods, equipment and plant; and
- (j) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways reasonably considers will be affected by the SRN works, has been agreed in writing by National Highways.

(2) The cable works must not commence until—

- (a) the detailed design of the cable works including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification, has been submitted to and approved by National Highways; and
- (b) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways reasonably considers will be affected by the SRN works, has been agreed in writing by National Highways.

(3) National Highways must prior to the commencement of the cable works and SRN works 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-paragraph (1) .

(4) Any approval of National Highways required under this paragraph-

- (a) must not be unreasonably withheld;
- (b) must be given in writing;
- (c) will be deemed to have been refused if neither given nor refused within 2 months of the receipt of the information for approval or where further particulars are requested by National Highways, within 2 months of receipt of the information to which the request for further particulars relates; and

(d) may be subject to any conditions as National Highways acting reasonably considers necessary.

(5) Any change to the identity of the contractor and/or designer of the SRN works will be notified to National Highways and details of their suitability to deliver the SRN works will be provided on request along with collateral warranties in a form agreed by National Highways.

(6) Any change to the detailed design of the SRN works must be approved by National Highways in accordance with paragraph 70(1) of this Part.

Construction of the cable works and SRN works

71.—(1) The undertaker must give National Highways 14 days' notice in writing of the date on which the cable works and/or SRN 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 SRN works and no SRN works for which a road space booking is required may commence without a road space booking having first been secured from National Highways.

(3) The cable works and SRN 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 70(1) or (2) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) 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, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that 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.

(4) 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 cable works and SRN works for the purposes of inspection and supervision of those works.

(5) If any part of the cable works or SRN 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 or any other land of National Highways,

(c) National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly 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.

(6) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(7) In constructing the cable works and SRN works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the reasonable satisfaction of National Highways.

(8) The undertaker must notify National Highways if it fails to complete the SRN works in accordance with the agreed programme pursuant to paragraph 70(1)(b) of this Part or suspends the carrying out of any SRN work beyond 14 days 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

72.—(1) The undertaker must pay to National Highways a sum equal to the whole of any reasonable costs and expenses which National Highways reasonably incurs (including costs and expenses for using internal or external staff) in relation to the cable works and SRN works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

- (a) the checking and approval of the information required under paragraphs 70(1) and (2)
- (b) the supervision of the cable works and SRN works;
- (c) the checking and approval of the information required to determine approvals under this Order;
- (d) costs in relation to the transfer of any land required for the SRN works and cable works;
- (e) all legal and administrative costs and disbursements reasonably incurred by National Highways in connection with sub-paragraphs (a)-(d) of this sub-paragraph; and
- (f) any value added tax which is payable by National Highways only in respect of such costs and expenses arising under this paragraph and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising “the NH costs”.

(2) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the cable works and SRN works. Where the undertaker accepts that the estimate of costs is reasonable, the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the SRN works or cable works. Where the undertaker does not accept that the estimate of costs is reasonable, escalation under sub-paragraph (6) will apply.

(3) If at any time after the payment referred to in this sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate of the NH costs (the excess) Where the undertaker accepts that the estimate of the excess is reasonable, the undertaker must pay to National Highways within 30 days of the date of receipt of a properly issued VAT invoice from National Highways addressed to the undertaker for the excess, the notice a sum equal to the excess. Where the undertaker does not accept that the estimate of the excess is reasonable, escalation under sub-paragraph (6) will apply.

(4) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within 30 days of the issue of the provisional certificate issued pursuant to paragraphs 73(4) or 75(3).

(5) 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;
- (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.

(6) Where the undertaker does not agree that an estimate provided by National Highways under this paragraph is reasonable, the undertaker must notify National Highways of that within 15 days of receiving the estimate. The undertaker and National Highways will escalate the estimate internally and will each nominate a senior officer to attend a discussion on the estimate. Where the parties fail to reach agreement following such discussion, any difference or dispute over reasonableness of any excess sum shall be determined by expert determination in accordance with paragraph 85.

Provisional Certificate for SRN works

73.—(1) Following any closure or partial closure of any of the strategic road network for the purposes of carrying out the SRN works, National Highways will carry out a site inspection to

satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways prior to reopening the strategic road network.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable:

- (a) inspect the SRN works; and
- (b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

(a) a stage 3 road safety audit for the SRN works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;

(b) the SRN works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph 73(3)(b) have been completed to the reasonable satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

(5) On the issue of the provisional certificate the bond sum shall be reduced to 20% of the total bond sum save insofar as any claim or claims have been made against the bond before that date in which case National Highways will retain a sufficient sum to ensure it does not have to meet any costs for or arising from the SRN works

74.(6) In this paragraph, ‘reasonable satisfaction’ mean fair, proper and moderate under the circumstances, having regard to the details approved under paragraph 70. The undertaker must submit a stage 4 road safety audits as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Provisional Certificate for cable works

75.—(1) As soon as the undertaker considers that the provisional certificate for the cable works may be properly issued it must apply to National Highways for the provisional certificate.

(2) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable:

(a) inspect the area of the highway within the strategic road network over the route of the cable works; and

(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(3) When the cable works incorporating any further works notified to the undertaker pursuant to sub-paragraph 75(2)(b) have been completed to the reasonable satisfaction of National Highways, National Highways must issue the provisional certificate.

Opening

76. The undertaker must notify National Highways not less than 14 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date.

Final condition survey

77.—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 73(2) or 75(1), arrange for any 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 for the SRN works, cable works and any other works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to paragraph 77(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 (acting reasonably) 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 77(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 cable work or SRN work following its completion that the undertaker may from time to time carry out.

Defects Period

78.—(1) The undertaker must at its own expense remedy any defects in the strategic road network resulting from the carrying out of the SRN works as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the expiry of the defects period National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

79.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate for the SRN works pursuant to paragraph 73(2) and provisional certificate for cable works pursuant to the paragraph 75(1).

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable:

(a) inspect the strategic road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph 79(2).

(4) When National Highways is satisfied that:

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 79(2) and any remedial works required as a result of any relevant stage 4 road safety audit have been made good to the reasonable satisfaction of National Highways; and

(b) the NH costs have been paid to National Highways in full;

National Highways must issue the final certificate after which the bond shall be released in full.

(5) The undertaker must pay to National Highways within 30 days of the date of receipt of a properly issued VAT invoice from National Highways addressed to the undertaker, the costs reasonably incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to these provisions.

Security

80. The SRN works may not commence until

(a) the undertaker procures that the SRN works are secured by a bond from a bondsman first approved by National Highways in the agreed form between the undertaker and National Highways to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the the SRN works provided that the maximum liability of the bond must not exceed the bond sum; or

(b) the undertaker has provided the cash surety which may be utilised by National Highways in the event of the undertaker failing to meet its obligations to make payments under paragraph 72 or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part; or

(c) a combination of a bond and cash surety together totalling 200% of the projected costs of the SRN works.

Commuted sums

81. National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the issue of the provisional certificate for the SRN works.

Insurance

82. Prior to the commencement of the cable works and SRN works the undertaker must effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) in respect of any one claim or series of claims arising from one event against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of the cable works or SRN works or use of the strategic road network by the undertaker.

Maintenance of the authorised development

83.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified cable 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 authorised development, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of any works for which a road space booking is required may commence without a road space booking having first been secured.

(3) The undertaker must comply with any 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.

(4) The provisions of paragraph 83 will apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

84.—(1) Following the issue of the final certificate pursuant to paragraph 79 National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the SRN works.

(2) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.

Expert Determination

85.—(1) Article 48 (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 48 (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.

PART 7

For the protection of London Gateway Port

86. In this Part

“cable specification and installation plan” means the cable specification and installation plan to be approved under condition 13(1)(g) of the deemed marine licence for the transmission assets in Schedule 11;

“London Gateway” means London Gateway Port Limited, Company No. 04341592 as harbour authority for the London Gateway Port, pursuant to the London Gateway HEO; and

“London Gateway HEO” means London Gateway Port Harbour Empowerment Order 2008(a).

(a) S.I. 2008/1261

Application

87. The following provisions, unless otherwise agreed in writing between the undertaker and the London Gateway, have effect.

Approvals

88. The undertaker will obtain the approval in writing of London Gateway of the draft cable specification and installation plan (in so far as that plan relates to any area or areas of Work No.2 which are within the jurisdiction of the London Gateway HEO) before any application for approval of that plan is submitted by the undertaker in compliance with condition 13 of the deemed marine licence for the transmission assets in Schedule 11.

89. The draft cable specification and installation plan referred to in paragraph 88 must set out for Work No.2;

- (a) The proposed cable burial depth(s);
- (b) The proposed cable burial methods;
- (c) Any cable protection proposed including type, volume and anticipated locations; and
- (d) The proposed programme of work for cable burial.

Approvals and refusals

90. London Gateway must issue any approval or refusal of a draft plan submitted to it in accordance with paragraph 88 within 28 days of the date of submission of that draft unless any other period is agreed with the undertaker.

91. All decisions of London Gateway under these provisions must be made acting reasonably.

92. All decisions of London Gateway under these provisions must be issued in writing and the undertaker may provide a copy of any such decision to the Marine Management Organisation or any other regulatory body.

93. Where London Gateway refuses to approve a draft plan it must provide reasons for refusal in writing to the undertaker at the same time as it issues the refusal.

94. Where no decision is issued within the 28 day period set out in paragraph 90, the draft plan submitted will be deemed to be approved by London Gateway.

95. Any difference or dispute arising between the undertaker and London Gateway must, unless otherwise agreed in writing between the undertaker and London Gateway, be determined by arbitration in accordance with article 48 (arbitration) of this Order.

PART 8

For the protection of North Falls Offshore Wind Farm

96. The following provisions, unless otherwise agreed in writing between the undertaker and the North Falls, have effect.

97. In this Part:

“apparatus” means any cables, ducts, electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by North Falls or any successor as developer or operator of any part of the North Falls offshore wind farm development onshore grid connection, together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“North Falls” North Falls Offshore Wind Farm Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the North Fall Offshore Wind Farm Order.

Application

98. This Part applies for the protection of North Falls and the following provisions, unless otherwise agreed in writing between the undertaker and North Falls, have effect.

99. This Part ceases to have effect where in the event that North Falls is granted a Development Consent Order by the Secretary of State, on the date upon which that order expires without the development authorised by it having been commenced.

Acquisition of land and protection of apparatus

100. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of North Falls otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

101. If, in the exercise of the agreement reached in accordance with paragraph 100 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed and any right of North Falls to maintain that apparatus in that land must not be extinguished

102.—(1) Not less than 56 days (or such lesser period agreed by North Falls, acting reasonably) before commencing the execution of any works authorised by the Order that are near to, or will or may affect any apparatus, the undertaker must submit to North Falls a plan of such works.

(2) In relation to works which will or may be situated on, over, under or within five metres measured in any direction of any apparatus, or involve embankment works within 5 metres of any apparatus, the plan to be submitted to North Falls under sub-paragraph (1) must be detailed including details of the materials and products to be used in the works 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, renewal, replacement or upgrade including details of excavation and positioning of plant;
- (d) the position of all apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus.

(3) The undertaker must not commence the construction or renewal of any works to which subparagraph (1) or (2) applies until North Falls has given written approval of the plan so submitted.

(4) Any approval of North Falls 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 or delayed.

(5) In relation to a work to which sub-paragraph (1) or (2) applies, North Falls may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested within a period of 56 days beginning with the date on which the plan under sub paragraph (1) is submitted to it (or such lesser period agreed by the statutory undertaker, acting reasonably). For the avoidance of doubt, provided that any further iterations of the plan submitted to the statutory undertaker for approval as a result of modifications required under this paragraph are not materially different to the modifications previously requested by North Falls, any further

required modifications will be requested by North Falls as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.

(6) Works executed under this Order must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (2), as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works (unless otherwise agreed by North Falls, acting reasonably), a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(8) 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 North Falls notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5) and (6) insofar as is reasonably practicable in the circumstances.

Access

103. If in consequence of the agreement reached in accordance with paragraph 100 or the powers granted under the Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as enables North Falls to maintain or use the apparatus no less effectively than was possible before such obstruction.

Build option 1 scenario

104.—(1) Where the undertaker determines to proceed with Build option 1 and the parties intend for the additional ducts installed as Work Nos 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 14A and 15E to be transferred to North Falls then:

(2) The undertaker will consult and agree with North Falls on its detailed design and construction methodology, including means of access, before any application for discharge of requirements necessary to carry out Work Nos 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 14A and 15E is made to the relevant planning authority.

(3) The undertaker will agree the route and specification of any permanent access to be used by both the undertaker and North Falls prior to discharging any requirement for the detailed design of such accessed necessary to construct such access.

(4) Any agreement required under this paragraph must not be unreasonably withheld or delayed and any requests for amendment must have regard to the scope of the assessment set out in the Environmental Statement.

Design collaboration

105. The undertaker and North Falls 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

Arbitration

106. Any difference or dispute arising between the undertaker and North Falls must, unless otherwise agreed in writing between the undertaker and North Falls, be determined by arbitration in accordance with article 48 (arbitration) of the Order.

PART 9

For the protection of Port of London Authority (onshore)

Application

107. The provisions of this Part of this Schedule apply for the protection of the PLA and have effect unless otherwise agreed in writing between the undertaker and PLA.

Interpretation

108.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with subparagraph (2) the latter prevail.

(2) In this Part of the Schedule –

- (a) “apparatus” means all towers, apparatus and equipment situated on the PLA Property ;
- (b) “immediate” means as soon as reasonably practicable to allow access by completing any vehicle movements in progress, removing staff and barriers from the carriageway except as required to maintain health and safety and taking any other action necessary to allow passage within a target response time of no more than 5 minutes;
- (c) “physical measures” means any measure carried out by the undertaker which will restrict any part of the access to the PLA Property particularly anything that involves closure or narrowing of the access. For the avoidance of doubt it will not include measures carried out for safe movement of vehicles such as banksmen used to manage the flow of traffic;
- (d) “PLA” means the Port of London Authority;
- (e) “PLA Property” means the radar site at Manor Way, Holland Haven in the vicinity of Plots 01-001, 01-002, 01-003; and
- (f) “utilities and services” means all existing functional services above and below ground including drainage, surface water drainage, power and communications cables and pipelines, manholes and supports serving the apparatus.

Access

109.—(1) Access for the PLA or any person acting under its instruction, including access for vehicles and plant, to the PLA Property over plots 01-001 and 01-002 and to any apparatus utilities and services will not be extinguished or prevented and must not be unreasonably restricted or delayed by the undertaker during the construction, operation, maintenance or decommissioning of the authorised development.

(2) Unreasonable delay or restriction in subparagraph (1) will not prevent the temporary restriction of access for other users (including access by the public) or the control or marshalling of access to facilitate the safe movement of large vehicles or plant or the carrying out of works to the access route by the undertaker, subject to the provisions of sub-paragraph (3) and (4) of this paragraph.

(3) Where any part of the access to the PLA Property is restricted or controlled by the undertaker, any physical measures shall be agreed by the PLA (acting reasonably) prior to the implementation. The undertaker must provide access to the PLA Property on request by the PLA (which may be verbal) or any person acting under its instruction and take immediate steps to allow access to and from the PLA Property through or around that restriction or physical measure.

(4) The undertaker may not temporarily close, alter or divert the access route to the PLA Property over plots 01-001 and 01-002 under article 14 (temporary restriction of use of streets) or article 17 (powers to alter layout etc of streets) of this Order or any other power in this Order in so far as any such works create or result in physical measures impeding access unless the closure, alteration or diversion and the means of maintaining access for the PLA during such closure, alteration or diversion has been agreed between the undertaker and the PLA (such agreement must not be unreasonably withheld or delayed).

Extinguishment of rights

110. Regardless of any provision in this Order, the undertaker may not extinguish any interest or right vested in or benefitting the PLA unless the consent of the PLA in writing has been given to such extinguishment.

Installation of structures

111.—(1) Without prejudice to paragraph 112 and the generality of any other protection afforded to the PLA the undertaker may not erect, install, move, store or use within plots 01-002 and 01-003 any structure or plant, including any assembled crane, which would have a maximum height at any point in excess of 25m from ground level unless and until the consent of the PLA in writing has been given to the erection or installation of that structure.

(2) As part of an application for consent under this paragraph 111 the undertaker must submit to the PLA a plan, section and description of the structure or plant and the works to be executed in connection with the erection, installation, movement, storage or use of the structure and plant.

(3) Any structure or plant to which this paragraph 111 applies may only be erected, installed, moved, stored or used in the location(s), to the maximum height and in accordance with the plan, section and description submitted under sub-paragraph (2) and approved by the PLA (such approval not to be unreasonably withheld or delayed) and in accordance with such reasonable requirements as may be requested in accordance with sub-paragraph (4) by the PLA for the protection of the apparatus, or for securing access to it, and the PLA is entitled to watch and inspect the structure or plant and the execution of those works associated with the erection, installation, movement, storage or use of the structure and plant (acting reasonably).

(4) Any requirements requested by the PLA under sub-paragraph (3) must be made within a period of 28 days beginning with the date on which a plan under sub-paragraph (2) is submitted to it.

(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 or as agreed between the undertaker and the PLA in writing, before commencing the erection, installation, movement, storage or use of any structure or plant to which this paragraph 111 relates, a new plan 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.

Services

112. Without prejudice to the generality of any other protection afforded to the PLA elsewhere in the Order, the undertaker must not decommission or remove any utilities and services and any right of the owner of the utilities and services to access and maintain the utilities and services must not be extinguished until alternative utilities and services have been constructed and are in operation serving the apparatus to the PLA's reasonable satisfaction.

PART 10

For the protection of the Port of London Authority (offshore)

113. In this Part

“Area of Interest means the area shown shaded in yellow on the Deep Water Route Cable Installation Area (Future Dredging depths) plan encompassing the Deep Water Routes;

“cable burial risk assessment” means the cable burial risk assessment appended to the cable specification and installation plan;

“cable specification and installation plan” means the cable specification and installation plan together with the cable burial risk assessment to be approved under condition 13(1)(g) of the deemed marine licence for the transmission assets in Schedule 11;

“construction” includes execution, placing, altering, replacing, relaying, removal, renewal works of maintenance and decommissioning, in its application to a specified work which includes or comprises any operation, means the carrying out of that operation, and “construct” and “constructed” are to be construed accordingly;

"commencement" for the purpose of this Part of Schedule 9 means the carrying out of any authorised development and monitoring activities;

“Deep Water Routes” mean the Sunk and Trinity deep water routes;

"installation" has the same meaning as construction and installed is to be construed accordingly

"maintain" has the same meaning as in Article 2 save that it includes monitoring within the Area of Influence and maintenance shall be construed accordingly;

"navigation and installation plan" means the navigation and installation plan to be approved under condition 13(1)(j) of the deemed marine licence for the transmission assets in Schedule 11;

"plans" includes navigational risk assessments, plans, sections, elevations, drawings, specifications, programmes, construction methods and descriptions including, where applicable, relevant hydraulic information as may be reasonably requested by the PLA;

“specified work” means Work No, 2(c), and any other part of the offshore works forming part of the authorised development (which for this purpose includes the maintenance and decommissioning of any part of the authorised development); and,

“PLA” means the Port of London Authority.

Application

114. The following provisions, unless otherwise agreed in writing between the undertaker and the PLA, have effect, for the protection of the PLA in relation to the construction of Work No.2(c) to be constructed and operated as part of the authorised development.

Consultation and notice

115. (1) The undertaker will consult the PLA on:

(a) the cable specification and installation plan (in so far as that plan relates to any specified work within the Area of Interest) before any application for approval of that plan may be submitted by the undertaker in compliance with condition 13 of the deemed marine licence for the transmission assets in Schedule 11 and any revisions arising from such application; and

(b) a navigation and installation plan (in so far as that plan relates to any specified work within the Area of Interest) before any application for approval of that plan may be submitted by the undertaker in compliance with condition 13 of the deemed marine licence for the transmission assets in Schedule 11 and any revisions arising from such application.

(2) The undertaker will consult the PLA on the proposed activities and programme for any pre-construction monitoring, construction monitoring, post construction monitoring and related reporting within the Area of Interest no less than 20 business days before such survey work is programmed to commence. The undertaker must have regard to any request made by the PLA for reasonable amendment to the or programme, which request must be made to the undertaker within 5 business days of receipt of the details of the proposed activities and programme.

(3) The undertaker must notify the PLA of the final planned programme for any survey work to be undertaken under this Order within the Area of Interest no less than 5 business days before such survey work is programmed to begin.

(4) The undertaker will consult the PLA on any application for marine licensing for the disposal of unexploded ordinance within the Area of Interest before such applications are submitted to the MMO. The undertaker must have regard to any request made by the PLA for reasonable amendment to the proposed application, which request must be made to the undertaker within 10 business days of receipt of the details of the proposed application.

(5) The undertaker must notify the PLA of the final programme for any clearance of unexploded ordnance to be undertaken within the Area of Interest no less than 20 business days before such disposal is programmed to begin.

(6) The undertaker will consult the PLA on the activities and programme for any specified work to be undertaken under this Order which is not covered by the cable specification and installation plan and which is within the Area of Interest no less than 20 business days before such specified work is programmed to commence. The undertaker must have regard to any request made by the PLA for reasonable amendment to the activities or programme.

(7) The undertaker must notify the PLA of the final method statement and programme for any for any specified work to be undertaken under this Order which is not covered by the cable specification and installation plan and which is within the Area of Interest no less than 5 business days before such work is programmed to begin.

Cable Specification and Installation Plan

116. The cable specification and installation plan referred to in paragraph 115 must be informed by a cable burial risk assessment, and set out for Work No.2(c), in so far as it applies to the Deep Water Routes:

(a) that any part of Work No.2(c), any associated development or ancillary works located within the Area of Interest as shown shaded yellow on the Deep Water Route Cable Installation Area (Future Dredging depths) plan must be installed at a level which would not impede the dredging of those parts of the Sunk and Trinity Deep Water Routes:

(i) shown shaded in yellow and outlined in a bold black line (and labelled Sunk Area A (22m CD)) to a level of 22 metres below Chart Datum;

(ii) shown shaded in yellow and outlined in a blue dotted line (and labelled Trinity (22m CD)) to a level of 22 metres below Chart Datum; and

(iii) shown shaded in yellow and cross hatched in orange (and labelled Sunk Area B (19m CD)) to a level of 19 metres below Chart Datum.;

(b) The proposed cable installation methods and measures for management of construction risks;

(c) Any cable protection proposed including type, volume and locations;

(d) During construction of the cables and cable protection in the Area of Interest arrangements for the consultation of the PLA in a timely manner, on such matters regarding those works as the PLA may reasonably request including arrangements for providing the PLA with a point of contact for continuing liaison and co-ordination throughout the construction of these works.

(e) The proposed programme of work for cable installation and arrangements for notification of any changes to the programme to the PLA;

(f) Monitoring arrangements and the results of these surveys being made available to the PLA within 10 business days of the undertaker receiving reports of the survey results; together with methods and timescales to rectify any issues which may compromise the level referred to in sub paragraph a) of this paragraph 116.

(g) A requirement for a process (subject to paragraphs 119 and 120) and timescales (both the undertaker and PLA acting reasonably) for cable re-installation should the level of the cable is such that the under keel clearance specified in Outline CSIP cannot be achieved over the lifetime of the authorised development.

Monitoring

117. If following the results of any geophysical surveys carried out using multi-beam echo sounder survey (MBES), it is confirmed that cable exposure which has resulted the cables has occurred within the Area of Interest, the undertaker will notify the PLA as soon as reasonably practicable and in any event no later than 2 business days after the undertaker confirms any exposure has occurred.

118. The PLA must notify the undertaker of any potential cable exposure that is identified by the PLA in the relation to the Area of Interest as soon as reasonably practicable.

Remediation

119.Where, following the installation of cables forming Work No. 2(c) in relation to the Area of Interest it is identified by the undertaker (who shall notify the PLA as soon as reasonably practicable of this fact) and in any event within 2 business days) or, following inspection by the PLA, it is identified by the PLA (and the same is notified to the undertaker as soon as reasonably practicable), that the level of cable is such that the paragraph 116 (a) has not been achieved or at any time following installation or maintenance the cable has moved such that the requirements of paragraph 116 (a) are no longer being achieved, then, unless otherwise agreed in writing with the PLA, the undertaker is required to carry out remediation works as specified in the cable specification and installation plan subject to paragraph 120 in relation to the Deep Water Routes.

120.Unless otherwise agreed in writing with the PLA, the undertaker will carry out the following arrangements for the carrying out the remediation works:

(1) the undertaker will re-bury the cables to the required specification to achieve the requirements of paragraph 116(a); and

(2) Following the completion of the works in sub-paragraph (1), if it is identified by the undertaker or the PLA (following inspection) that the required specification is not achieved, then the undertaker will remove the cable without unreasonable delay and thereafter relay a new cable pursuant to an updated cable specification and installation plan which updated cable specification and installation plan specifically identifies and addresses why the previous cable burial was not successful, how that has been addressed and what measures are to be used in relaying the cable to prevent the failure reoccurring.

(3) The undertaker will consult the PLA on the draft updated cable specification and installation plan required under sub-paragraph (2) and the provisions of both this paragraph and paragraph 117 will apply to that updated cable specification and installation plan .

(4) The steps in this paragraph shall be repeated until the requirement in paragraph 116(a) is achieved or the cable is permanently removed from the Area of Interest.

Provision of as built details

121. As soon as reasonably practicable following the completion of the installation of cables forming Work No. 2(c) and after any maintenance of the same, the undertaker must provide (on a strictly confidential basis) to the PLA as built drawings of Work No. 2(c) in a form and scale to be agreed between the undertaker and the PLA to show the position, depth and any cable protection installed as part of Work No 2(c) in relation to the Deep Water Routes provided that the PLA must not disclose (without the written consent of the undertaker) any information that has been provided by the undertaker to the PLA on a confidential basis or which is marked as commercially sensitive and must hold such information on a confidential basis only, except that the PLA may provide the information to contractors and agents acting on its behalf (including but not limited to contractors engaged to carry out dredging operations) provided that such agents and contractors are required by the PLA to treat such information as confidential.

Transfer of the benefit

122.The undertaker must within 7 days after the completion of any sale, agreement or other transaction under article 7 (Benefit of the Order) in relation to which any powers, rights and obligations of the undertaker are transferred to another party, notify the PLA in writing, and the notice must include particulars of the other party to the transaction under article 7, the general nature of the transaction and details of the extent, nature and scope of the works or functions sold, transferred or otherwise dealt with.

Disputes

123. Any dispute arising between the undertaker and the PLA under this Schedule is to be escalated in the first instance to senior representatives from the PLA and the undertaker, and the PLA and undertaker must seek to resolve the dispute through a meeting between the parties promptly and in any event within 10 business days, Where following escalation the dispute is not resolved , it is to be determined by arbitration as provided in article 48 (arbitration) of this Order.

PART 11

For the protection of Essex County Council as local highway authority

Application

124. The provisions of this Part of this Schedule have effect in relation to the works (as defined under paragraph 125) unless otherwise agreed in writing between the undertaker and Essex County Council in its capacity as the local highway authority.

Definitions

125. In this Part of this Schedule—

“as built drawings” means—

- (a) drawings showing the as constructed local highways in an appropriate format (including digital storage media);
- (b) drawings showing the location for utilities installed in the local highway; and
- (c) specifications for materials used for the constructed local highway;

“construction period” means for each work, from commencement of the relevant work forming part of authorised development under this Order until the issue of the final certificate for that work.

“detailed design” means drawings and other information comprising the detailed design for the alteration and improvement of local highways comprised in the authorised development;

“detailed information” means drawings, specifications and other information relating to the local highway, as relevant to the works in question (insofar as both parties agree (acting reasonably) are relevant and not already provided for in any document that the undertaker is required to produce under Schedule 2 to the Order) which must be in accordance with the detailed design and include—

- (a) information and assessment required to demonstrate compliance of any trenchless crossing works with DMRB Volume 4 section 1 CD 622 (Managing geotechnical risk);
- (b) long and cross sectional drawings;
- (c) traffic signs and road markings;
- (d) landscaping, planting and any boundary features which will form part of the local highway;
- (e) a schedule of timings for the works, including dates and durations for any temporary closures of any part of the local highway;
- (f) traffic management proposals including any diversionary routes; and
- (g) a schedule of the existing local highway condition prior to commencement of construction related activities;
- (h) folio drawings in line with the Essex Standard Drawings, or such replacement or modification of the design standards applied to the construction of new roads and alternations to existing roads across the County of Essex.

“DMRB” means the Design Manual for Roads and Bridges published by National Highways. Or any replacement or modification of that standard for the time being in force;

“DCM” means the Development Construction Manual published by Essex County Council, or any replacement or modification of that manual for the time being in force.

“final certificate” means the final certificate issued by the local highway authority under paragraph 134 of this Part;

“HPN039” means Highways Practice Note 039 Procedure for Road Safety Audit as published by Essex County Council. Or any replacement or modification of that standard for the time being in force.

“local highway” means any public highway including any public right of way which is maintainable, or is intended at the completion of the works in relation thereto to be maintainable, by a local highway authority;

“local highway authority” means Essex County Council;

“maintenance period” means 12 months from the date of the provisional certificate being served under paragraph 131 of this Part unless otherwise agreed in writing between the parties;

“provisional certificate” means the certificate served under paragraph 131 of this Part;

“senior representatives” means the nominated senior representative on behalf of the undertaker and persons notified to the undertaker by the relevant local highway authority as being their senior representatives; and

“works” means any works authorised by the Order undertaken on, to or under any part of the local highway.

Design input and commencement

126.—(1) The undertaker must allow and facilitate an appropriately qualified person or persons duly appointed by the local highway authority (each being a “nominated officer”) to participate in the design process for the detailed design for the works. The undertaker agrees to incorporate reasonable representations of the nominated officer in finalising its detailed design proposal (subject to the undertaker being able to refuse implementation of any representation which would cause a breach of this Order, or would entail materially new or materially different environmental effects from those reported in the environmental statement).

(2) Participation under sub-paragraph (1) will be in the form of invitations (given at least 20 business days in advance and sent by email and marked ‘urgent’) to attend design meetings relating to relevant works and the provision to the nominated officer of such drawings, cross/long sections, design proposals and other information as is reasonably required to allow the nominated officer to provide an informed response on the detailed design proposals to the undertaker.

(3) The nominated officer will have no less than 10 business days from the date on which the undertaker supplies information pursuant to sub-paragraph (2) to provide the undertaker with any comments upon any information provided to that officer pursuant to sub-paragraph (2).

(4) No part of the works may commence until the undertaker has provided to the local highway authority the detailed information relating to that part of the works (without prejudice to the undertaker providing parts of the detailed information insofar as it relates to the operation of the local highway at a later date, provided the provision of that information is subject to this sub-paragraph and sub-paragraphs (5) to (7)).

(5) The undertaker will give the local highway authority at least 10 business days to comment and provide representations by email on the detailed information provided to it under sub-paragraph (4).

(6) The undertaker will incorporate any reasonable comments, representations and recommendations made by the local highway authority (acting reasonably) under sub-paragraph (5) (and, without limitation, the undertaker is able to refuse implementation of any representation or recommendation which would cause a breach of this Order, conflict with a permit issued under a permit scheme operated by the local highway authority or would entail materially new or materially different environmental effects from those reported in the environmental statement) and will provide the local highway authority with reasons for non-acceptance of any representation or recommendation as soon as reasonably practicable upon receipt of a request from the local highway authority in writing within 10 business days of its decision.

(7) The works must not be carried out except in accordance with the detailed information (but subject to the process in sub-paragraphs (4) and (5) or as otherwise may be agreed prior to the date of commencement of the relevant works between the undertaker and the local highway authority.

(8) This paragraph does not apply to the works to the extent that would cause an inconsistency with any provision of this Order.

127.—(1) Before commencing the construction of, or the carrying out of any work authorised by this Order which involves works to a local highway the undertaker must use reasonable endeavours to agree with the local highway authority (acting reasonably) a local operating agreement covering the following as relevant to the works in question—

(a) communications and customer care arrangements for communication with stakeholders and the local community including—

- (i) the identity of the party responsible for each activity;
- (ii) the identity of the representative of the undertaker or the undertaker's contractor responsible for stakeholder engagement and communication;
- (iii) defined timescales for contractor responses to responses to communications;
- (iv) the form of documentation required under paragraph 126 immediately above;
- (v) the relevant email details from time to time under paragraph 126 immediately above;
- (vi) road safety audit invitation process under paragraph 130 below; and
- (vii) the senior representation process under paragraph 137 below.

(b) definition of the extents for the works areas between the highway boundary, the traffic management lead in tapers, the longitudinal coning and the end of the lead out tapers, zone of influence (being the area which is reasonably affected by those work areas), traffic management and diversion requirements and free recovery areas (as appropriate);

(c) arrangements for the submission to the local highway authority of digital copies (including digital storage media) of all as-built drawings for the relevant work area including identification of any new limits of highway maintainable by the local highway authority in accordance with paragraph 133 of this Schedule;

(d) where applicable, winter maintenance including anticipated winter treatments and severe weather arrangements to apply during the construction period and the maintenance period;

(e) repair arrangements in relation to local highways directly affected by the construction of the authorised development;

(f) where applicable, continuity of technology arrangements to apply during the construction period and the maintenance period;

(g) arrangements for dealing with and recording incidents during the construction period and the maintenance period including appropriate provision of recovery vehicles; and

(h) traffic management: during relevant works.

(2) Any agreement completed under sub-paragraph (1) must be complied with by the undertaker and continue in force until such time as a final certificate has been issued in respect of the relevant works.

Survey reinstatement

128. The undertaker must reinstate to the reasonable satisfaction of the local highway authority any part of the local highway which has been temporarily used for survey or investigation by the undertaker pursuant to article 20 (protective work to buildings), article 31 (temporary use of land for carrying out the authorised development) of this Order or any other power in this Order to the condition it was in on the date on which the survey or investigation began or such other condition as may be agreed in writing by the local highway authority.

Inspections and testing of materials

129.—(1) The undertaker must allow and facilitate any person acting on behalf of the local highway authority to access and inspect at all reasonable times any part of the works during their construction and before a final certificate has been issued in respect of the relevant works as is reasonably necessary to ensure that the works have been or are being carried out in accordance with the detailed design and to the appropriate standard.

(2) The undertaker must allow any person duly appointed by the local highway authority to enter upon and inspect any part of the works which are in, over, under, or adjacent to any local highway or may affect any highway or any property of the local highway authority, during the carrying out of the works, and the undertaker must give to such officer reasonable facilities for such inspection.

(3) Any testing reasonably requested by the local highway authority of materials used in any works must be carried out at the undertaker's expense and in accordance with the latest version of the Manual of Contract Documents for Highway Works (or any other testing specification agreed by the undertaker and the local highway authority acting reasonably).

(4) The local highway authority (and its contractor or its agent) may test (at the cost of the undertaker) all or any materials used or proposed to be used in any works and the undertaker must provide such information access and materials as is reasonably necessary to facilitate such testing.

(5) The undertaker must, as soon as is reasonably practicable and in any event within 10 business days, provide the local highway authority with a copy of all available test certificates and results relevant to the works that the local highway authority has requested in writing under paragraph (3).

(6) The local highway authority must as soon as is reasonably practicable and in any event within 10 business days, provide the undertaker with a copy of all available test results and certificates relevant to the works carried out under paragraph (4) that the undertaker has requested in writing.

Road Safety Audits

130.—(1) The undertaker must procure that an appropriately qualified RSA team (as defined in HPN039 or DMRB Volume 5 Section 2 Part 2 (GG 119) as advised by the local highway authority (acting reasonably) or any replacement or modification of that standard) undertakes road safety audit in accordance with the standard asset out in HPN039 or DMRB standard GG 119 as advised by the local highway authority (acting reasonably) for works which involve creation, alteration, expansion or other modifications of the local highway but not for works which consist only of trenchless installation beneath highways, and must provide copies of the reports of such audits to the local highway authority within 10 business days of their receipt by the undertaker.

(2) The local highway authority must be invited to participate in the road safety audit conducted under sub-paragraph (1).

(3) No works on a local highway must be commenced until a satisfactory Stage 1 and Stage 2 Road Safety Audit has been carried out and all reasonable recommendations raised by them or any exceptions are approved by the local highways authority (acting reasonably);

(4) Where the report of the stage 3 and 4 road safety audit identifies any recommended measures in respect of the local highway, the undertaker must carry out, at its own expense and to the reasonable satisfaction of the local highway authority, those measures identified as part of stage 3 and 4 audit which the undertaker considers necessary (acting reasonably) and for the avoidance of doubt any matters related to the health and safety will be considered as reasonable, and which do not give rise to any new or materially different environmental effects in comparison with those identified in the environmental statement.

Defects in local highways constructed by the undertaker

131.—(1) Until such time as a final certificate has been issued in respect of any works, the undertaker must make good any defects in the works constructed by the undertaker to the reasonable satisfaction of the local highway authority.

(2) The undertaker must submit to the local highway authority such details and information relating to making good any defects under sub-paragraph (1) as the local highway authority and the undertaker agree is reasonable in the circumstances.

Provisional Certificate

132.—(1) Subject to sub-paragraph (2), when the undertaker considers that the works have reached completion so that they are available and safe for use by the public it must serve a provisional certificate on the local highway authority and must allow the local highway authority the opportunity to inspect the works to identify any defects or incomplete works (and the undertaker must give proper consideration to any representations and recommendations made by the local highway authority and make good such defects pursuant to paragraph 130 or complete incomplete works).

(2) The undertaker must not serve a provisional certificate on the local highway authority under sub-paragraph (1) until either—

(a) a stage 3 road safety audit has been carried out in respect of the works in question in accordance with HNP039 or GG19 of DMRB as advised by the local highway authority (acting reasonably), and in the opinion of the local highway authority any reasonable recommended measures identified in the audit and which the local highway authority considers to be necessary, have been completed; or

(b) the local highway authority has been provided an opportunity to inspect the works and the undertaker has, in its opinion, completed any further works or measures required to address any safety deficiencies or defects identified as a result of the inspection.

(3) The local highway authority must issue to the undertaker, on request from the undertaker a counter-signed provisional certificate in relation to any part of the works, after completion of that part of the works once a stage 3 safety audit has been carried out in accordance with sub-paragraph (2).

(4) The undertaker will agree with the local highway authority (such agreement not to be unreasonably withheld or delayed) the date of opening of the works to the public and take appropriate steps to officially record the same.

Maintenance

133.—(1) Subject to sub-paragraph (2), the undertaker must maintain the works throughout the maintenance period to a standard appropriate to their use by the public in accordance with the DMRB.

(2) Nothing in sub-paragraph (1) makes the undertaker responsible for the maintenance of any street works or maintenance works undertaken by any person other than the undertaker or which does not form part of the authorised development during the maintenance period.

Final Certificate

134. The local highway authority must as soon as reasonably practicable and in any event within 25 business days of the last of sub- paragraph (a) to (f) of this sub-paragraph being satisfied issue a final certificate in respect of the works where—

(a) the maintenance period has passed;

(b) all incomplete works and identified defects requiring remediation under sub-paragraph 130(1) have been remedied to the local highway authority's reasonable satisfaction;

(c) the undertaker has given the local highway authority a reasonable opportunity to inspect the relevant works in readiness for the issue of a final certificate and has given due consideration and acted accordingly in respect of any representations and recommendations made by the local highway authority in respect of the works;

(d) the undertaker has provided the local highway authority with a health and safety file in respect of the relevant works conforming in all respects to the Construction (Design and Management) Regulations 2015 to the local highway authority's reasonable satisfaction;

(e) the undertaker has provided the local highway authority with traffic signal information (in so far as is relevant);

(f) the undertaker has provided the local highway authority with street lighting information (in so far as is relevant);

(g) in relation to any permanent works only (which for the avoidance of doubt will exclude any maintenance of the street works or maintenance works)—

- (i) the undertaker has provided the local highway authority with records of earthworks including source and description of fill material description of sub grades in cut areas and test results;
- (ii) the undertaker has provided the local highway authority with the structural maintenance manual to include soil reports records of materials tested and revised forms TA1 and design certificates;
- (iii) the undertaker has provided the local highway authority with the appropriate maintenance manual or manuals ;
- (iv) the undertaker has provided the local highway authority with as built drawings and such detailed information as the local highway authority has requested (acting reasonably) in relation to the relevant works as built;
- (v) where there are structures required as part of the works the undertaker has provided the local highway authority with the appropriate construction compliance certificate or certificates;
- (vi) the undertaker has provided the local highway authority with a complete set of hard copies and a digital copy containing a complete set of as-built drawings for the whole of the Works showing (inter alia) undertakers' plant and equipment such drawings to be to such scale or scales as the local highway authority may reasonably require for the purpose of subsequent maintenance and further works
- (vii) the undertaker has provided the local highway authority with a plan showing edged red the land added to the local highway as public highway and
- (viii) any drains which the local highways authority consider should be constructed to dispose of soil and surface water drainage in connection with the relevant works and in order to make them appropriate for public use have been constructed.

(2) The issue of a final certificate by the local highway authority amounts to an acknowledgment by the relevant local highway authority that the construction, alteration or diversion of a highway has been completed to its reasonable satisfaction for the purposes of article 12 (construction and maintenance of new or altered highway) of this Order.

Emergency Work

135. Nothing in this Part of this Schedule prevents the local highway authority from carrying out any work or taking such action as deemed appropriate forthwith without prior notice to the undertaker in the event of an emergency or danger to the public.

Land interests

136. Following the issuing of the final certificate under paragraph 134 in respect of any part of the local highway, the undertaker must, if requested by the local highway authority, in respect of a local highway which is to be maintainable by the local highway authority following, and as a result of, the completion of those works execute and complete a transfer to the local highway authority at nil consideration and at the cost of the undertaker of any land and rights which have been compulsorily acquired or voluntarily acquired (following a written request by the local highway authority) under this Order and which are necessary for the maintenance and operation of a local highway.

Disputes

137.—(1) In the event of any disagreement between the undertaker and the local highway authority arising out of or in connection with this Part of this Schedule which requires the agreement of the undertaker and the local highway authority jointly or the approval of the local highway authority and which cannot be resolved within 10 business days of the disagreement arising under clauses 3, 4, 5, 6 and 8, either party may request a review of the issue in disagreement by the parties giving notice in writing to their senior representatives.

(2) The senior representatives will consider any such request and use all reasonable endeavours in good faith to reach agreement to resolve any disagreement.

(3) Where agreement is not reached by the senior representatives within 20 business days of a request being made under sub-paragraph (1), the disagreement may be determined by arbitration in accordance with article 48 (arbitration) of this Order.

PART 12

For the protection of Anglian Water

Application

138. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

Interpretation

139. 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 (company number 02366656) whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntington, Cambridgeshire PE29 6XU;

“Anglian Water Property” means the Clacton-Holland Haven Water Recycling Centre, Essex, CO15 5TZ in the vicinity of Plot 01-002 and north of Plot 01-003

“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 must 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 sections, drawings, specifications and method statements.

Access

140. (1) Access for Anglian Water or any person acting under its instruction, including access for vehicles and plant, to the Anglian Water Property over Plot 01-002 and to any apparatus utilities and services will not be extinguished or prevented and must not be unreasonably restricted or delayed

by the undertaker during the construction, operation, maintenance or decommissioning of the Authorised Development in accordance with sub-paragraphs (2) and (3).

(2) Unreasonable delay or restriction in sub-paragraph (1) will not prevent the temporary restriction of access for other users (including access by the public) or the control or marshalling of access to facilitate the safe movement of large vehicles or plant or the carrying out of works to the access route by the undertaker, subject to the provisions of sub-paragraph (2) and (3) of this paragraph.

(3) Where any part of the access to the Anglian Water Property is restricted or controlled by the undertaker, any physical measures must be agreed by the Anglian Water (acting reasonably) prior to the implementation. The undertaker must provide access to the Anglian Water Property on request from Anglian Water or any person acting under its instruction and take steps (as soon as reasonably practicable) to allow access to and from the Anglian Water Property through or around that restriction or physical measure

On street apparatus

141. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus in stopped up streets

142. Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 14 (temporary restriction of use 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

143. The undertaker, in the case of the powers conferred by article 20 (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 Anglian Water (such agreement not to be unreasonably withheld)

Acquisition of land

144. 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 (such agreement not to be unreasonably withheld).

Removal of apparatus

145.(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 145.

(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 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 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 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 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 Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 48 (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 48 (arbitration), 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 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 must remain the sole responsibility of Anglian Water or its contractors . unless these works are to be carried out by the undertaker in accordance with sub-paragraph (6).

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker must, 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

146. (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 48 (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 Anglian Water in respect of the apparatus in question, whether under the Environmental Permitting (England and Wales) Regulations 2010 or other legislation.

Retained apparatus

147.—(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 sub-paragraph (2), the undertaker must submit to Anglian Water 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 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, section and description under sub-paragraph (1) is submitted to it.

(4) If Anglian Water in accordance with sub-paragraph (2) 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 137 to 139 and 142 to 144 apply as if the removal of the apparatus had been required by the undertaker under paragraph 144(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 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 reasonable 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.

(7) 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
- (a) 6 meters where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

148.—(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 but always excluding any consequential loss or indirect loss suffered by Anglian Water.

(2) There must be deducted from any sum payable under subparagraph (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 48 (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 subparagraph (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.

(5) An amount which apart from this sub-paragraph would be payable to Anglian Water in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Anglian Water 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.

149.—(1) Subject to the following provisions of this paragraph, if by reason or in consequence of the construction of any such works referred to in sub-paragraphs 144(1) or 144(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, accompanied by an invoice or claim from 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 but always excluding any consequential loss or indirect loss arising from 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 unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

(4) 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.

(5) Anglian Water must use reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the undertaker must bear and pay the costs for.

(6) The total amount which would be payable to Anglian Water arising out of or in connection with this Part of the Schedule in relation to any costs, compensation, expenses, losses, damages, penalties or any other liabilities is subject to the total liability cap of £30,000,000 (thirty million pounds).

Cooperation

150. 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.

151. 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 144(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 146, 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.

152. 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 must inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

153. 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.

154. 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.

PART 13

For the protection of Affinity Water

Application

155.The following provisions have effect for the protection of Affinity Water, unless otherwise agreed in writing between the undertaker and Affinity Water.

Interpretation

156. In this Part of this Schedule—

“Affinity Water” means Affinity Water Limited (Company Registration No. 02546950) whose registered office address is at Tamblin Way, Hatfield, Hertfordshire. AL10 9EZ or any wholly-owned subsidiary (as defined in section 1159 of the Companies Act 2006());

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

“alternative apparatus” means alternative apparatus adequate to enable Affinity Water to fulfil its statutory functions in a manner no less efficient than previously;

“Affinity Water Property” means the East Clacton Reservoir and Pumping Station in the vicinity of Plots 05-004, 05-006, 05-005

“apparatus” means:

(a) mains, pipes, connections, reservoirs, or any other apparatus belonging to or maintained by Affinity for the purposes of water supply; and

(b) mains, pipes, connections or any other apparatus 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()

“authorised development” has the same meaning as is given to the term “authorised development” in article 2 of the Order;

“authorised works” means “authorised development” and “ancillary works” as both are defined in article 2 of the Order together with the use and maintenance of such authorised development or ancillary works, which for the avoidance of doubt includes the construction, use and maintenance of any works pursuant to this Schedule;

“commence” and “commencement” includes the first carrying out of any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, intrusive investigations for the purpose of assessing ground conditions, and the first implementation of environmental mitigation, including planting;

“functions” includes powers and duties;

“HAUC Advice Note” means HAUC Advice Note No 2010/01 (available at https://static.hauc-uk.org.uk/downloads/Advice_Note_No_2010-01.pdf), including the Diversionary Works Calculator HAUC(UK) (hauc-uk.org.uk) (<https://www.hauc-uk.org.uk/resources/diversionary-works-calculator>) referred to at paragraph 29.4 of that advice note;

“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;

“plan” includes all descriptions, designs, sections, 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;

“protective works” means the underpinning, strengthening and any other reasonable works the purpose of which is to prevent damage that may be caused to Affinity’s apparatus by the carrying out, maintenance, construction or use of the authorised development;

“specified works” means any authorised works or used under the Order (including any works of maintenance) that—

- (a) may in any way adversely affect Affinity Water's apparatus;
- (b) are within the following distances of Affinity Water's apparatus measured from the outer surface of such apparatus, the removal of which has not been required by the undertaker under paragraph 161(2) or otherwise—
 - (i) where the apparatus is a pipe, 2 metres where the diameter of the pipe is less than 150 millimetres;
 - (ii) where the apparatus is a pipe, 3 metres where the diameter of the pipe is between 150 and 450 millimetres;
 - (iii) where the apparatus is a pipe, 4 metres where the diameter of the pipe exceeds 450 millimetres; and
 - (iv) 4 metres of any other apparatus,

unless otherwise agreed in writing with Affinity Water (acting reasonably).

“water main” has the meaning given in the Water Industry Act 1991.

On street apparatus

157. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Affinity Water are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus in stopped up streets

158. Regardless of the temporary stopping up, alteration, diversion or restriction of use of any street under the powers conferred by article 14 (temporary restriction of use of streets), Affinity Water is at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such street 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 street.

Access

159. Access for Affinity Water to the Affinity Water Property over plots 05-004, 05-006, 05-005 must not be unreasonably restricted or delayed by the undertaker during the construction and/or maintenance of the authorised works. Where any part of the access to the Affinity Water Property is restricted or controlled by the undertaker, the undertaker will, on request of Affinity Water, take steps (as soon as reasonably practicable) to allow access to and from the Affinity Water Property through or around that restriction or control.

Protective works to buildings

160. The undertaker, in the case of the exercise of the powers conferred by article 20 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to, any apparatus (including access required for maintenance) unless otherwise agreed in writing with Affinity Water, such agreement not to be unreasonably withheld.

Acquisition of land

161. 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 must not (a) appropriate or acquire any interest in land held by Affinity Water or take temporary possession of any apparatus held by Affinity Water or (b) appropriate, acquire, extinguish, interfere with or override any easement or other interest or right of which Affinity Water or its apparatus has the benefit otherwise than with prior written consent of Affinity Water. Such consent may be subject to such conditions as Affinity

Water may reasonably require and such conditions may include (but not be limited to) provisions to ensure the creation, grant or transfer of such alternative easements, interests or rights for the benefit of Affinity Water's apparatus (including any alternative apparatus) as Affinity Water may require.

Removal of apparatus

162.—(1) Except in relation to plots 05-004, 05-006, 05-005 where paragraph 158 applies, if in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed or over which any access to any apparatus is enjoyed and requires that Affinity Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Affinity Water to maintain that apparatus in that land and to gain access to it must not be extinguished, until:

(a) alternative apparatus has been constructed and is in operation, and access to it has been granted to the reasonable satisfaction of Affinity Water in accordance with sub-paragraphs (2) to (9); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 162 (facilities and rights for alternative apparatus).

(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 Affinity 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. In that case (or where, in consequence of the exercise of any of the powers conferred by this Order, Affinity Water reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Affinity Water, in so far as the undertaker has the ability to reasonably grant or transfer them, 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 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, Affinity Water will, on receipt of a written notice to that effect from the undertaker, as soon as reasonably practicable use its reasonable endeavours obtain the necessary facilities and rights and consents in the land in which the alternative apparatus is to be constructed, and any required statutory permits.

(4) Affinity Water will have an absolute discretion whether or not to use or seek any powers of compulsory acquisition that may be available to Affinity Water for the purposes of sub-paragraph (3).

(5) 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 accordance with such plans as may be agreed between Affinity Water and the undertaker or in default of agreement settled by arbitration in accordance with article 48 (arbitration).

(6) Affinity Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 48 (arbitration), and subject to any written diversion agreement having been entered into between the parties and after the grant to Affinity Water of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed in accordance with a programme that has been agreed or settled by arbitration in accordance with article 48 (arbitration) 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.

(7) Regardless of anything in sub-paragraph (6), if Affinity 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 Affinity Water fails to proceed with that work in accordance with sub-paragraph (6) or the undertaker and Affinity Water otherwise agree, that work, instead of being executed by Affinity Water, must be executed by the undertaker without unnecessary delay and to the reasonable satisfaction of Affinity Water.

(8) If Affinity 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

(9) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker must, before taking or requiring any further steps in such substitution works, use all reasonable endeavours to comply with Affinity Water's reasonable requests for a reasonable period of time to enable Affinity 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

163. (1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Affinity Water facilities and rights for the construction, use, maintenance 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 Affinity Water and must be no less favourable on the whole to Affinity Water than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Affinity Water or in default of agreement settled by expert determination in accordance with sub-paragraph 170 (expert determination).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, any expert will—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised works and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with the proposed works of the undertaker; and

(b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted.

(3) 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 expert less favourable on the whole to Affinity 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 expert must make such provision for the payment of compensation by the undertaker to Affinity Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Specified works

164.—(1) Not less than 56 days before commencement of any specified works, the undertaker must submit to Affinity Water a plan in respect of the specified works to be executed.

(2) The plan must provide details of—

(a) the exact position, including level, of the specified works and of all apparatus;

(b) a method statement describing the manner of their construction or renewal including details of excavation and positioning of plant;

(c) detailed drawings showing every alteration proposed to be made to or close to any such apparatus;

(d) all expected physical impacts (including but not limited to electromagnetic or high voltage effects) that the construction, maintenance or operation of the specified works may have on any apparatus,

the removal of which has not been required by the undertaker under paragraph 161(2) or otherwise; and

(e) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until the plan has been approved by Affinity Water.

(4) Any approval of Affinity Water given under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (7)(a); and

(b) must not be unreasonably withheld or delayed.

(4) Affinity Water may require—

(a) such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing reasonable means of access to its apparatus; and

(b) the undertaker to re-submit the plan as modified, for approval to Affinity Water, and Affinity Water must advise the undertaker within 14 days of submission of the revised plan whether it is approved.

(5) If the revised plan is not approved within 14 days, the undertaker may require a meeting to be held between the chief engineers of the undertaker and Affinity Water to agree the plan.

(6) If the undertaker and Affinity Water fail to reach an agreement on the plan, the dispute shall be settled by arbitration in accordance with article 48 (arbitration).

(7) Specified works must only be executed in accordance with—

(a) the plan submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the undertaker and Affinity; and

(b) all conditions imposed under sub-paragraph (4)(a),

and Affinity will be entitled to supervise and inspect the execution of those works where reasonably practicable to do so and in accordance with any relevant health and safety legislation.

(8) Where Affinity requires (acting reasonably) any protective works to be carried out by itself or by the undertaker to ensure the safety of Affinity's apparatus (whether of a temporary or permanent nature), Affinity must specify what these protective works are, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, and the protective works must be carried out to Affinity's reasonable satisfaction prior to the commencement of any specified works for which protective works are required and Affinity must give notice of its requirement (in writing) for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency) and in that written notice Affinity must specify what the protective works are and how these ensure the safety of Affinity's apparatus (Affinity acting reasonably).

(9) If Affinity Water in accordance with this paragraph 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 154 to 157 and 160 to 162 apply as if the removal of the apparatus had been required by the undertaker under paragraph 161(2).

(10) Nothing in this paragraph precludes the undertaker from submitting a new plan (which is materially different to the plan previously submitted) instead of the plan previously submitted, and provided that this new plan is submitted at least 28 days before commencing the execution of any works (unless otherwise agreed with Affinity Water acting reasonably), 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) in a case of emergency works, but in that case must give to Affinity Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with in so far as is reasonably practicable in the circumstances.

(12) In this paragraph, “emergency works” means works which, at the time when they are executed are required in order to put an end to, or to prevent the occurrence of, existing or imminent

circumstances (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works the undertaker shall implement an appropriate ground mitigation scheme save that Affinity Water 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 165 (expenses and costs).

Expenses and costs

165.(1) Subject to the following provisions of this paragraph, the undertaker must pay to Affinity Water within 30 days of receipt of an itemised invoice or claim from Affinity Water all reasonable charges, costs and expenses reasonably and properly incurred by Affinity Water in, or in connection with—

(a) the supervision, inspection, removal, relaying, replacing, alteration or protection of any apparatus or the supervision, inspection, adoption and construction of any new apparatus or alternative apparatus which may be required in connection with the authorised works (but always excluding any consequential loss or indirect loss suffered by Affinity Water); and

(2) The costs as referred to in sub-paragraphs (1)(a) are to include but not be limited to:

(a) any costs reasonably incurred by or compensation properly paid by Affinity Water in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by Affinity Water as a consequence of Affinity Water;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 161(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Affinity Water;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(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 as referred to in this Part of this Schedule; and

(g) any costs reasonably necessary in consequence of the execution of any such works as are referred to in this Part of this Schedule.

(3) The value of any apparatus that is removed and re-used by Affinity Water, or any value recovered by Affinity Water from the scrapping of any apparatus removed and not re-used, under the provisions of this Part of this Schedule must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(4) 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 48 (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 Affinity Water by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(5) For the purposes of sub-paragraph (4)—

(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;

(b) where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or to place it at the existing depth, the capacity, dimensions and depth of the apparatus is to be treated as if it has been agreed or so determined; and

(c) 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 an inspection chamber is to be treated as if it also had been agreed or had been so determined.

(6) An amount which apart from this sub-paragraph would be payable to Affinity Water in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Affinity Water 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.

(7) The amount of the reduction under sub-paragraph (6) must be calculated using the methodology set out in paragraph 29 of HAUC Advice Note and—

(a) the 1991 Act and any regulations made under that Act (including the cost-sharing regulations made under section 85 (Sharing of cost of necessary measures) of that Act), and

(b) any other codes of practice or guidance issued under the 1991 Act or regulations made under that Act,

do not apply in respect of any such calculation under sub-paragraph (6).

Indemnity

166.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, operation or maintenance of any of the authorised works or any such works referred to in paragraphs 161(1) or 161(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 Affinity Water, or there is any interruption in any service provided, or in the supply of any goods, by Affinity Water, or, the undertaker must—

(a) bear and pay the cost reasonably incurred by Affinity Water, accompanied by an invoice, in making good such damage or restoring the supply; and

make reasonable compensation to Affinity Water for any other expenses, loss, damages, penalty or costs incurred by Affinity Water,

by reason or in consequence of any such damage or interruption (but always excluding any consequential loss or indirect loss suffered by Affinity Water);.

(2) The fact that any act or thing may have been done by Affinity Water on behalf of the undertaker or in accordance with a plan approved by Affinity Water or in accordance with any requirement of Affinity 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 Affinity 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 in respect of any damage or interruption to the extent that it is attributable to the unlawful or unreasonable act, neglect or default of Affinity Water, its officers, servants, contractors or agents.

(4) Affinity Water must give the undertaker reasonable notice of any such claim or demand and, unless payment is required in connection with a statutory compensation scheme, 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

(5) Affinity Water 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) Affinity Water must use 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 where it is within Affinity Water's reasonable ability and control to do so but those endeavours expressly exclude any obligation to mitigate liability arising from third parties which is outside of Affinity Water's control. If reasonably requested to do so by the undertaker Affinity Water must provide an explanation of how the claim has been mitigated, where relevant.

(7) The total amount which would be payable to Affinity Water arising out of or in connection with this Part of the Schedule in relation to any costs, compensation, expenses, losses, damages, penalties or any other liabilities is subject to the total liability cap of £30,000,000 (thirty million pounds).

Cooperation

167.(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Affinity Water requires the removal of apparatus under paragraph 161(2) or Affinity Water makes requirements for the protection or alteration of apparatus under paragraph 162, 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 works and taking into account the need to ensure the safe and efficient operation of Affinity Water's undertaking, using existing processes where requested by Affinity Water, provided it is appropriate to do so,

and Affinity Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Affinity 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.

168. Where the undertaker identifies any apparatus which may belong to or be maintainable by Affinity Water but which has not previously been indicated by Affinity Water as being apparatus belonging to it, the undertaker shall inform Affinity Water of the existence and location of the apparatus as soon as reasonably practicable. If Affinity Water confirms that it owns or maintains the apparatus, that apparatus shall then be afforded the same protection under this Part of this Schedule as other apparatus belonging to Affinity Water.

169. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Affinity Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

170. The undertaker and Affinity Water may by written agreement substitute any periods of time set out in this Part of this Schedule for any other period of time.

Expert Determination

171.—(1) Article 48 (arbitration) of the Order does not apply to paragraph 162 (facilities and rights for alternative apparatus) of 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.

The expert must—

(i) 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;

(ii) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(iii) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and

(iv) give reasons for the decision.

(5) 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 48 (arbitration).

(6) 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.

Deemed marine licence – Generation Assets

PART 1

Licensed marine activities

1.—(1) In this licence—

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

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

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

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

“aids to navigation management plan” means the aids to navigation management plan to be submitted to the MMO under condition 12 of this licence;

“array area” means the area covered by Work No. 1 as shown on the offshore works plan;

“array area disposal site” means the site to be used for disposal of inert material of natural origin produced during construction, drilling and seabed preparation for works associated with foundations, cables or installation vessels (including sandwave clearance) to be located within the array area;

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

“authorised development” means Work No. 1 described in paragraph 3 of Part 1 of this marine licence or any stage of that work;

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

“cable” means cables for the transmission of electricity and includes fibre optic and other communications cables either within the cable or laid alongside;

“cable crossings” means a crossing of existing sub-sea 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 cable protection;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, bagged solutions, and/or rock placement (including material used for cable crossings);

“cable protection replenishment” means the restoration to a former level or condition of cable protection lost by natural seabed processes or human activity;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction surveys and monitoring approved under this marine licence and the activities set out in paragraph 2 of part 1 of this licence, and “commenced” and “commencement” must be construed accordingly;

“commissioning” means the process of assuring that all systems and components of the authorised development are tested to verify that they function and are operable in accordance with the design objectives, specifications and operational requirements of the undertaker;

“condition” means a condition in Part 2 of this licence;

(a) 2004 c. 20

(b) 2008 c. 29

(c) 2009 c. 23.

(d) S.I. 2017/13

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation – Safeguarding, and any successor body to its functions;

“dropped object procedure form” means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

“emergency response co-operation plan” means the plan approved by the MCA the arrangements for liaison between the undertaker and HM Coastguard in the event of an emergency response;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 44 (certification of plans etc.);

“habitats of principal importance” means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006(a);

“IHO S44ed5 Order 1a” means order 1a from the fifth edition of the International Hydrographic Organisation’s Standards for Hydrographics Surveys;

“inter-array cable” means the network of offshore subsea cables connecting the wind turbine generators in Work No. 1 and the offshore substations forming part of Work No. 2 of and licenced under the deemed marine licence in Schedule 11 of the Order;

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

“JNCC” means the Joint Nature Conservation Committee;

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;

“Kingfisher bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“Kingfisher Information Service” means the information service from non-departmental government body Seafish to be contacted at kingfisher@seafish.co.uk;

“LAT” means lowest astronomical tide;

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (including replenishment of cable protection) to the extent assessed in the environmental statement, and “maintenance” must be construed accordingly;

“Marine Management Organisation” or “MMO” means the Marine Management Organisation, the body created under the 2009 Act and who is responsible for the monitoring and enforcement of this licence;

“marine noise registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

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

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

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

(a) 2006 c. 16

“MHWS” or “mean high water springs” means the boundary of the landward jurisdiction of the 2009 act;

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

“offshore in principle monitoring plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“the offshore order limits and grid co-ordinates plan” means the plan certified as such by the Secretary of State for the purposes of the Order under article 44 (certification of plans and documents etc.);

“Offshore Renewables Protocol for Reporting Archaeological Discoveries” means the Offshore Renewables Protocol for Reporting Archaeological Discoveries, the Crown Estate (2014), Protocol for Archaeological Discoveries: Offshore Renewables Projects, Salisbury, Wessex Archaeology as amended, updated or superseded from time to time;

“offshore works plan” means the plan certified as such by the Secretary of State for the purposes of the Order under article 44 (certification of plans etc.);

“operation” means the undertaking of the licensed activities which are not part of the construction, commissioning or decommissioning of the authorised development;

“Order” means the Five Estuaries Offshore Wind Farm Order 202[•];

“the Order limits” means the limits shown on the offshore Order limits plans and the onshore Order limits plan within which the authorised development may be carried out, the grid coordinates for the area of which seaward of MHWS are set out in Schedule 16;

“outline cable specification and installation plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline fisheries liaison and co-existence plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline marine mammal mitigation protocol” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline marine written schemes of investigation” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline operations and maintenance plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline project environmental management plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline sediment disposal management plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline southern north sea special area of conservation site integrity plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline working in proximity to wildlife plan” means the document forming an appendix to the outline project environmental management plan;

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

“pin piled jacket” means a jacket attached to the seabed using pin piles;

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

“statutory nature conservation body” means the appropriate nature conservation body as defined in Regulation 5 of the Conservation of Habitats and Species Regulations 2017 or its equivalent in the 2017 Regulations;

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

“suction caisson jacket” means a jacket attached to the seabed using suction caissons (typically one per leg)

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

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

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

“UK Standard Marking Schedule for Offshore Installations” means the Standard Marking Schedule for Offshore Installations published by the Department of Energy & Climate Change with reference DECC 04/11.

“undertaker” means Five Estuaries Offshore Wind Farm Limited, incorporated under company number 12292474 and having its registered office at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, United Kingdom, SN5 6PB;

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

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s) (or equivalent structures), 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, and radar equipment, fixed to a foundation or transition piece; and

“working day” means a day which is not a weekend, bank holiday or public holiday in England.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time;

(b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Civil Aviation Authority

Aviation House

Beehive Ringroad

Crawley

West Sussex

RH6 0YR

(b) Historic England

East of England Regional Office

Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU

(c) Marine Management Organisation

Marine Licensing Team

Lancaster House Hampshire Court

Newcastle Business Park

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032;

(d) Marine Management Organisation (Local Office)

Miranda House

The Quay

Harwich

CO12 3HH

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2433;

(f) Ministry of Defence (as requested by Defence Infrastructure Organisation –
Safeguarding)

St George's House

153

DIO Head Office

DMS Whittington

Lichfield

Staffordshire

WS14 9PY;

(g) Natural England

Guildbourne House

Chatsworth Road

Worthing

BN11 1LD

Tel: 0300 060 4911;

(h) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900;

(i) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset
TA1 2DN
Tel: 01823 337 900.

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consent@marinemangement.org.uk, or where contact to the Local Office of the MMO is required, harwich@marinemangement.org.uk.

(6) Unless otherwise advised in writing by the MMO, the “MCMS” must be used for all licence returns or applications to vary this licence. The MCMS address is: <https://marinelicensing.marinemangement.org.uk/>.

Details of licensed marine activities

2. Subject to the licence conditions at Part 2, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

(a) the deposit at sea within the Order limits seaward of MHWS of the substances and articles specified in paragraph 4 below and within Work No. 1 when combined with the disposal authorised within the cable corridor disposal site by the deemed marine licence granted under Schedule 11 of the Order, of up to 24,556,610 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable installation preparation works within the array area disposal site;

(b) the construction of works in or over the sea and/or on or under the seabed;

(c) dredging for the purposes of seabed preparation for foundation works, preparation for construction vessels and/or electrical circuit works;

(d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(e) boulder clearance works by displacement ploughing or subsea grab technique or any other comparable method;

(f) removal of static fishing equipment;

(g) wet storage; and

(h) site preparation works.

3. Such activities described in paragraph 2 are authorised in relation to the construction, maintenance and operation of—

Work No. 1—

(a) an offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 79 wind turbine generators each fixed to the seabed by one of monopile foundations or mono suction caisson foundations, pin-piled jacket foundations or suction caisson jacket foundations;

(b) a network of subsea inter-array cables connecting to the offshore substations consented in Work No.2 of schedule 1 to the Order and licenced under the deemed marine licence set out in schedule 11 of the Order, including cable crossings and cable protection; and

(c) floating buoys.

In connection with Work No. 1 and to the extent that they do not otherwise form part of that 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 development and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including—

(a) scour protection around the foundations of the offshore structures;

- (b) cable protection measures such as the placement of rock and/or concrete mattresses;
- (c) the removal of material from the seabed required for the construction of Work No. 1; and
- (d) temporary landing places, moorings or other means of accommodating or anchoring vessels in the construction and/or maintenance of the authorised development.

4. The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic, synthetic and rubber;
- (f) material extracted from the seabed within the offshore Order limits during construction drilling or seabed preparation for foundation works, vessels and cable installation preparation works;
- (g) anchors and weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and
- (h) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised development comprising Work No. 1 are shown on the offshore Order limits and grid coordinates plan.

General provisions

6. This marine licence remains in force until the authorised development 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 (reviews and revisions of decommissioning programmes) of the 2004 Act, 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 only apply to a transfer not falling within article 7 (benefit of the Order).

8. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to or variations from the approved details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to changes where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially greater environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Design parameters

1.—(1) The total number of wind turbine generators comprised in the authorised development must not exceed 79.

(2) Subject to sub-paragraph (3), each wind turbine generator forming part of the authorised scheme must not—

- (a) exceed a height of 370 metres when measured from LAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 340 metres;
- (c) be less than 28 metres from MHWS to the lowest point of the rotating blade; and
- (d) be less than 830 metres from the nearest wind turbine generator in all directions.

(3) The minimum distance in sub-paragraph 1(2)(d) between each wind turbine generator is to be measured from the centre point of the wind turbine generator.

(4) Wind turbine generator foundation structures forming part of the authorised development must be one of the following foundation options—

- (a) monopile foundations;
- (b) mono suction caisson foundations;
- (c) pin-piled jacket foundations;
- (d) suction caisson jacket foundations.

(5) No wind turbine generator with a piled foundation may -

- (a) employ more than 4 pin piles per foundation;
- (b) in the case of monopile foundations, exceed a monopile diameter of 15 metres;
- (c) in the case of a two or three pile foundation, exceed a pile diameter of 4 metres per pile; or
- (d) in the case of a four pile foundation, exceed a pile diameter of 3.5 metres per pile.

(6) The total seabed footprint area for wind turbine generator foundations must not exceed—

- (a) 99,274 square metres excluding scour protection; and
- (b) 834,896 square metres including scour protection.

(7) The total volume of scour protection material for wind turbine generator foundations must not exceed 1,248,850 cubic metres.

2. The total length of the cables in Work No. 1(b) and the volume of their cable protection (including cable crossings) must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection</i>
Work No.1	200 kilometres	321,600 square metres 187,600 cubic metres

Maintenance of the authorised development

3.—(1) The undertaker may at any time maintain the authorised development, except to the extent that this licence or an agreement made under this licence provides otherwise.

(2) Maintenance works include but are not limited to—

- (a) major wind turbine component;
- (b) painting and applying other coatings to wind turbine generators and foundations;
- (c) bird waste and marine growth removal;
- (d) cable remedial burial;
- (e) cable repairs and replacement;
- (f) cable protection replenishment;
- (g) access ladder and boat landing replacement;
- (h) wind turbine generator and platform anode replacement; and
- (i) J-tube repair/replacement.

(3) In undertaking activities under condition 3(2)(d), (e) and (f), the undertaker must not reduce water depth by more than 5% unless agreed with the MMO in writing following consultation with the MCA.

(4) An operation and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan must be submitted to the MMO for approval in consultation with the relevant SNCB and the MCA at least six months prior to the commencement of the operation of the licensed activities. All operation and maintenance activities must be carried out in accordance with the approved plan.

Vessels under the undertaker's control

4.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct in accordance with the provisions of the working in proximity to wildlife plan.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

5. Any time period given in this licence given to either the undertaker or the MMO may be extended with the agreement of the other party in writing 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; and
- (ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 16;

(b) within 28 days of receipt of a copy of this marine licence and any subsequent variations to it, those persons referred to in paragraph (1)(a) above must provide a completed confirmation form to the MMO confirming receipt of this marine licence.

(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 offshore operations managers with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must ensure that a copy of this marine licence and any subsequent revisions or amendments has been read and understood by the masters of any vessel being used to carry on any licensed activity set out in condition 16(3), and that a copy of this marine licence is held on board any such vessel.

(6) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that

the MMO considers necessary to inspect the works during construction and operation of the authorised development.

(7) The undertaker must inform the MMO Local Office in writing at least five days prior to the commencement of the licensed activities and within five days of the completion of the licensed activity.

(8) The undertaker must inform the Kingfisher Information Service of Seafish details regarding the vessel routes, timings and locations relating to the construction of the authorised development or relevant stage—

(a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable, and in any event no later than 24 hours after completion of construction of all offshore activities,

confirmation of notification must be provided to the MMO in writing within five days.

(9) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised development or any relevant stage advising of the start date of Work No. 1 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 UK Hydrographic Office within five days of issue.

(10) 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 and maintenance works and the notices must be supplemented with VHF radio broadcasts agreed with the MCA in accordance with the project environmental management plan approved under condition 12(1)(d). Copies of all local notifications must be provided to the MMO and UK Hydrographic Office within five days of issue, save for in the case of a notice relating to operations and maintenance, which must be provided within 24 hours of issue.

(11) The undertaker must notify the UK Hydrographic Office of the commencement (within fourteen days), progress and completion of construction (within fourteen days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA within five days of the notification.

(12) In case of damage to, or destruction or decay of, the authorised development seaward of MHWS 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, the MCA, Trinity House, the Kingfisher Information Service and the UK Hydrographic Office.

(13) In case of 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 the location and extent of exposure. Copies of all notices must be provided to the MMO, the MCA, Trinity House and the UK Hydrographic Office within five days.

(14) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(15) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

(16) 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 material false or misleading and must provide to the MMO the correct information.

Aids to navigation

7.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised development seaward of MHWS 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 the start of construction of the authorised scheme to completion of decommissioning of the authorised development seaward of MHWS keep Trinity House and the MMO informed in writing of progress of the authorised development seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised development 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 development.

(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 aid to navigation management plan agreed pursuant to condition 12(1)(i) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised development seaward of MHWS notify Trinity House and the MMO in writing 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(12) or 6(13) 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.

(6) Any jack up barges or vessels utilised during the licensed activities, when jacked up, must exhibit signals in accordance with the UK Standard Marking Schedule for Offshore Installations.

Colouring of structures

8.—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must ensure that the wind turbine generators are painted light 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 Air Navigation Order 2016^(a) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised development unless otherwise agreed in writing with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the licensed activities, in writing of the following information—

- (a) the date of the commencement of the licensed activities;
- (b) the date any wind turbine generators are to be installed;
- (c) the maximum height of any construction equipment or vessels to be used;

(a) S.I. 2016/765

(d) the maximum heights of any wind turbine generator and offshore platform to be constructed (including any antennae);

(e) the latitude and longitude of each wind turbine generator and offshore 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 of this condition and of the completion of the construction of the authorised development. Copies of notifications must be provided to the MMO.

Chemicals, drilling and debris

10.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised development must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(a) (as amended) as maintained by the Centre for Environment, Fisheries and Aquaculture Science.

(2) The undertaker must ensure that any coatings and/or treatments are suitable for use in the marine environment and are used in accordance with relevant guidelines approved by Health and Safety Executive and, in so far as they are applicable, the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, 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 or seabed preparation for foundations, vessels or cables, 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 scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised development is misplaced or lost below MHWS, the undertaker must report the loss to the MMO Local Office in writing within 48 hours of becoming aware of it 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 endeavour to locate the material and recover it at its own expense.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the marine environment through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported in writing 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 within the Order limits must be reported to the MMO using the dropped object procedure form as soon as reasonably practicable and in any event within 96 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.

(a) S.I. 2002/1355

Force majeure

11.—(1) 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 and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO in the manner provided in condition 10(10).

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

12.—(1) The licensed activities for each stage of construction of the authorised development must not commence until the following (insofar as relevant to that activity or stage of activity) has been submitted to and approved in writing by the MMO, in consultation with, where relevant, Trinity House, the MCA, UK Hydrographic Office and relevant SNCB—

(a) A design plan, prepared in accordance with the offshore project design principles document at a scale of between 1:25,000 and 1:50,000, or in such other format as may be appropriate, including detailed representation on the most suitably scaled chart, which shows for the relevant stage—

- (i) the proposed location, including grid co-ordinates of the centre point of the proposed location for each wind turbine generator, and offshore platform, subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions discovered post approval under this condition and choice of foundation types for all wind turbine generators;
- (ii) the number, specifications and dimensions of the wind turbine generators to be installed;
- (iii) the length and arrangement of cables comprising Work No. 1(b);
- (iv) the type and dimensions of all foundations; and
- (v) any exclusion zones or micro-siting requirements identified in any mitigation plan pursuant to sub-paragraph 12(2)(d) or relating to any habitats of principal importance identified as part of surveys undertaken in accordance with condition 17;

to ensure conformity with the description of Work No. 1 and compliance with conditions 1, 2 and 3 above;

(b) a construction programme for the relevant stage to include details of—

- (i) the proposed construction start date;
- (ii) proposed timings for mobilisation of plant delivery of materials and installation works; and
- (iii) an indicative written construction programme for all wind turbine generators, offshore platforms and cable comprised in the works at paragraph 2 to 3(b) of Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above), unless otherwise agreed in writing with the MMO;

(c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details for the relevant stage of—

- (i) 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 12(1)(g);
- (ii) cable installation works including cable protection;
- (iii) contractors; and
- (iv) associated ancillary works;

- (d) a project environmental management plan in accordance with the outline project environmental management plan covering the period of construction for the relevant stage to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with and report any spills and collision incidents of the authorised development in relation to all activities carried out;
 - (ii) a chemical risk register to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) a marine biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised;
 - (iv) waste management and disposal arrangements;
 - (v) a working in proximity to wildlife plan, in accordance with the outline working in proximity to wildlife plan;
- (e) details of proposed pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 17, 18 and 20;
- (f) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol for that stage, in accordance with the outline marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies;
- (g) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 7 relating to that stage for the lifetime of the authorised development;
- (h) an offshore monitoring plan for the relevant stage which accords with the principles set out in the offshore in principle monitoring plan;
- (i) a fisheries liaison and co-existence plan for the relevant stage which accords with the principles set out in the outline fisheries liaison and co-existence plan; and
- (j) a sediment disposal management plan for the relevant stage which accords with the principles set out in the outline sediment disposal management plan.
- (2) Subject to condition 12(3), the licensed activities or any relevant stage of those activities must not commence unless, no later than six months prior to the commencement, a marine written scheme of archaeological investigation for the stage in construction has been submitted to and approved by the MMO in writing, in accordance with the outline marine written schemes of investigation, and in accordance with industry good practice, in consultation with the statutory historic body to include—
- (a) details of responsibilities of the undertaker, archaeological consultant and contractor;
 - (b) a method statement for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
 - (c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within six months of any survey being completed;
 - (d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;
 - (e) monitoring of archaeological exclusion zones during and post construction, including provision of a report on such monitoring;
 - (f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS ('online access to the index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised development, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;

(g) a reporting and recording protocol, designed in reference to the Offshore Renewables Protocol for Reporting Archaeological Discoveries as set out by the Crown Estate and reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised development; and

(h) 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.

(3) Pre-construction archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a method statement produced under the written scheme of investigation specific to the relevant pre-construction activities (which must accord with the details set out in the outline marine written schemes of investigation) which has been submitted to and approved by the MMO in consultation with the statutory historic body.

(4) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive monopile foundations must not exceed 7,000kJ and the hammer energy used to drive or part-drive pin pile foundations must not exceed 3,000kJ.

(5) No more than two main installation vessels may be engaged at any time in activities related to piling for the licenced activities. There will only be a maximum installation of two monopiles foundations or 8 pin piles within a 24-hour period. It is possible for installation of two piled foundations to occur concurrently i.e. within a 24-hour period at up to two locations within the area of Work No. 1.

(6) No percussive piling associated with wind turbine generator foundations may take place between 25th November to 3rd January (inclusive) in any year for the protection of spawning herring unless otherwise agreed in writing with the MMO.

(7) The undertaker must, before submitting any pre-construction plans and documentation required under this condition, provide a copy of the plans and documentation to any other undertaker to whom part of the benefit of this Order has been transferred or leased pursuant to article 7 (benefit of the order) of the Order.

(8) The undertaker to whom part of the benefit of the Order has been transferred or leased pursuant to article 7 (benefit of the order) must provide any comments on the plans and documentation to the undertaker within 14 days of receipt.

(9) The undertaker must participate in liaison meetings as requested from time to time by the MMO in writing in advance and must consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence issued under this Order (including as varied or transferred).

13.—(1) Except where otherwise stated or agreed in writing with the MMO, each programme, statement, plan, protocol or scheme required to be approved under condition 12 (save for that required under condition 12(1)(e)) must be submitted for approval at least six months prior to the intended commencement of the relevant stage of the licensed activities.

(2) The pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting required under conditions 12(1)(e), must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO—

(a) at least six months prior to the first survey of the relevant stage, detail of any pre-construction surveys and an outline of all proposed monitoring;

(b) at least six months prior to construction, detail on construction monitoring; and

(c) at least six months prior to commissioning, detail of postconstruction (and operational) monitoring.

(3) The MMO must determine an application for approval made under condition 12 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker such agreement not to be unreasonably withheld or delayed.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 12, unless otherwise agreed in writing by the MMO.

(5) The plans, protocols, statements, schemes and details submitted under condition 12 must ensure that any residual effects fall within the scope of those predicted in the environmental statement.

Site Integrity Plan

14.—(1) No piling activities can take place until a southern north sea special area of conservation site integrity plan (“SIP”), which accords with the principles set out in the outline southern north sea special area of conservation site integrity plan, 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 determine whether the authorised scheme at the preconstruction stage, in-combination with other plans and projects, would be 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 determines that the authorised development, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

Offshore safety management

15.—(1) No stage of the authorised development may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and adequately addressed all MCA recommendations as appropriate to the authorised development contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

(2) No stage of the authorised development may commence until the MMO, in consultation with the MCA, has confirmed in writing that an emergency response co-operation plan has been prepared by the undertaker.

Reporting of engaged agents, contractors and vessels

16.—(1) The undertaker must provide the following information to the MMO—

(a) the name, company number, address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; and

(b) each week during the construction of the authorised development a list of the vessels currently and to be used in relation to the licensed activities, including the master’s name, vessel type, vessel IMO number and vessel owner or operating company.

(2) Any changes to the supplied details must be notified to the MMO in writing not less than 24 hours prior to the agent, contractor or vessel engaging in the licensed activities.

(3) The undertaker must notify the MMO in writing not less than 24 hours prior to the commencement of major component exchanges, ladder replacements or cable related works—

(a) any agents, contractors or subcontractors that will carry out such works; and

(b) any vessel proposed to be used for such works, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

Pre-construction monitoring and surveys

17.—(1) The undertaker must in discharging condition 12(1)(e) for construction submit a monitoring plan in accordance with the offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory bodies, which must contain details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report and—

(a) the survey proposals must be in accordance with the principles set out in the outline marine 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; and

(b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the preconstruction position, with any limitations, and must make clear what postconstruction comparison is intended and the justification for this being required.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition, the pre-construction survey proposals must comprise, in outline—

(a) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, of the Order limits and a buffer outside to—

- (i) determine the location, extent and composition of any biogenic or geogenic reef features, as set out within the outline marine monitoring plan;
- (ii) inform future navigation risk assessments; and
- (iii) inform the identification of any archaeological exclusion zone and post consent monitoring of any such archaeological exclusion zone;

(b) a bathymetric survey that meets the requirements of IHO S44ed5 Order 1a of the area within the Order Limits within which it is proposed to carry out construction works.

(3) The pre-construction survey(s) carried out pursuant to condition 17(2)(a)(ii) and 17(2)(b) must fulfil the requirements of MGN654 and its supporting 'Hydrographic Guidelines for Offshore Renewable Energy Developer' (as relevant).

(4) 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.

(5) Following completion of a survey carried out pursuant to this condition and prior to construction of the relevant stage, the undertaker must provide a report and full density data of the survey outcomes to the MMO, the relevant statutory nature conservation body, the MCA and UK Hydrographic Office as relevant.

Construction monitoring

18.—(1) The undertaker must, in discharging condition 12(1)(e), submit a construction monitoring plan or plans for that stage 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 include details of any proposed construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition the construction monitoring plan must include, in outline—

(a) vessel traffic monitoring by automatic identification system for the duration of the construction period, with provision for a report to be submitted to the MMO, Trinity House, and the MCA annually during the construction period for the authorised development; and

(b) where piled foundations are to be employed, unless otherwise agreed by the MMO in writing, details of proposed monitoring of the noise generated by the installation of the first four piled foundations of each piled foundation type to be constructed collectively under this licence and the licence granted under Schedule 11 of the Order.

(3) The undertaker must carry out the surveys specified within the construction 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.

Marine mammal condition

19.—(1) In the event that piled foundations are proposed, the monitoring plan submitted under condition 18(2)(b) must include measurements of noise generated by the installation of four of the first 12 piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The results of the initial noise measurements monitored in accordance with subparagraph 18(2)(b) must be provided in writing to the MMO within nine weeks of the installation (unless otherwise agreed) of the first of the four piled foundations monitored in accordance with subparagraph (1). The assessment of this report by the MMO will determine whether any further noise monitoring is required. If the MMO, in consultation with the statutory nature conservation body, determines that the assessment shows impacts significantly in excess to those assessed in the environmental statement, or there has been a failure of the mitigations set out in the marine mammal mitigation protocol, all piling activity must cease until either contingency measures approved within the marine management mitigation protocol have been implemented or an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

Post-construction monitoring

20.—(1) The undertaker must, in discharging condition 12(1)(e), submit a post-construction monitoring plan or plans for that stage in accordance with the offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body including details of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in 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 preconstruction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt of specific proposals the post-construction survey plan or plans must include, in outline—

(a) a bathymetric survey to monitor the effectiveness of archaeological exclusion zones. The data will be analysed by an accredited archaeologist as defined in the marine written schemes of archaeological investigation required under condition 12(2); and

(b) vessel traffic monitoring by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised development, unless otherwise agreed in writing by the MMO, with provision for a report to be submitted annually to the MMO, Trinity House, and the MCA.

(3) The undertaker must carry out the surveys agreed under the post-construction monitoring plan or plans in accordance with that plan or plans and provide the agreed reports in the agreed format, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation body.

(4) Within 12 weeks of completion of any cable repair or replacement works, the undertaker must undertake a post installation survey along the section of cable that has undergone repair or

replacement to demonstrate the successful burial of the cable, and submit a report to the MMO in writing on its findings.

(5) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

Timing of monitoring report

21. Any monitoring report compiled in accordance with the monitoring plans provided under conditions 17, 18 and 20 must be provided to the MMO no later than four months following receipt by the undertaker of the results of monitoring to which it relates, unless otherwise agreed with the MMO in writing.

Reporting of impact pile driving

22.—(1) In the event that driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

(a) prior to the commencement of each stage of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;

(b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and

(c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition, “Forward Look” and “Close Out” mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated or superseded from time to time.

Maintenance reporting

23.—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 4 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 23(1) of this licence;

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Stages of construction

24.—(1) The licenced activities must not be commenced until a written scheme setting out the stages of construction of the authorised development seaward of MHWS has been submitted to and approved by the MMO in writing.

(2) The scheme must be implemented as approved.

(3) The written scheme referred to in sub-paragraph (1) must be submitted to the MMO in writing four months prior to the planned commencement of the licenced activities.

Completion of construction

25.—(1) The undertaker must submit a close out report in writing to the MMO 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 wind turbine generators; and
- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

26. The undertaker must submit a close out report to the MCA and the UK Hydrographic Office 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—

- (a) the final number of installed wind turbine generators;
- (b) a plan of the layout of installed wind turbine generators and offshore platform; and
- (c) latitude and longitude coordinates of the centre point of the location of each wind turbine generator and offshore platform, provided as Geographical Information System data referenced to WGS84 datum.

Reporting of scour and cable protection;

27.—(1) Not more than four months following completion of the construction of the authorised development 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 development.

(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

Deployment of cable protection

28. Any cable protection authorised under this licence must be deployed within 10 years from the date of the grant of the Order unless otherwise agreed by the MMO in writing.

SCHEDULE 11

Article 5

Deemed marine licence – Transmission Assets

PART 1

Licensed Marine Activities

1.—(1) In this licence—

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

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

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

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

“aids to navigation management plan” means the aids to navigation and management plan to be submitted to the MMO under the conditions of this licence;

“array area” means the area covered by Work No. 1 as shown on the offshore works plan;

“array area disposal site” means the site to be used for disposal of inert material of natural origin produced during construction, drilling and seabed preparation for works associated with foundations, cables or installation vessels (including sandwave clearance) to be located within the array area;

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

“authorised development” means Work Nos. 2, 2A and 3 described in paragraph 3 of Part 1 of this marine licence or any stage of that work;

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

“cable” means cables for the transmission of electricity and includes fibre optic and other communications cables either within the cable or laid alongside;

“cable crossings” means a crossing of existing sub-sea 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 cable protection;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, bagged solutions, and/or rock placement (including material used for cable crossings);

“cable protection replenishment” means the restoration to a former level or condition of cable protection lost by natural seabed processes or human activity;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction surveys and monitoring approved under this marine licence and the activities set out in paragraph 2 of part 1 of this licence, and “commenced” and “commencement” must be construed accordingly;

“commissioning” means the process of assuring that all systems and components of the authorised development are tested to verify that they function and are operable in accordance with the design objectives, specifications and operational requirements of the undertaker;

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation and any successor body to its functions;

“Defra” means the Department for Environment, Food and Rural Affairs;

“dropped object procedure form” means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

“emergency response co-operation plan” means the plan approved by the MCA the arrangements for liaison between the undertaker and HM Coastguard in the event of an emergency response;

(a) 2004 c. 20
 (b) 2008 c. 29
 (c) 2009 c. 23
 (d) S.I. 2017/13

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 44 (certification of plans etc.);

“habitats of principal importance” means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006(a);

“IHO S44ed5 Order 1a” means order 1a from the fifth edition of the International Hydrographic Organisation’s Standards for Hydrographics Surveys;

“inter-array cable” means the network of offshore subsea cables connecting the wind turbine generators in Work No. 1 of and licenced under the deemed marine licence in Schedule 10 of the Order, and the offshore substations forming part of Work No. 2;

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

“JNCC” means the Joint Nature Conservation Committee;

“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;

“Kingfisher bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“Kingfisher Information Service” means the information service from non-departmental government body Seafish;

“LAT” means lowest astronomical tide;

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (including replenishment of cable protection) to the extent assessed in the environmental statement, and “maintenance” must be construed accordingly;

“Margate and Long Sands special area of conservation benthic mitigation plan” means the document forming an appendix to the outline cable specification and installation plan;

“Marine Management Organisation” or “MMO” means the Marine Management Organisation, the body created under the 2009 Act and who is responsible for the monitoring and enforcement of this licence;

“marine noise registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

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

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

“MHWS” or “mean high water springs” means the boundary of the landward jurisdiction of the 2009 act;

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

“offshore in principle monitoring plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

(a) 2006 c. 16

“the offshore Order limits and co-ordinates plan” means the plan certified as such by the Secretary of State for the purposes of the Order under article 44 (certification of plans etc.);

“offshore project design principles document” means the document certified as such by the Secretary of State for the purposes of the Order under article 44 (certification of plans etc.);

“Offshore Renewables Protocol for Reporting Archaeological Discoveries” means the Offshore Renewables Protocol for Reporting Archaeological Discoveries, the Crown Estate (2014), Protocol for Archaeological Discoveries: Offshore Renewables Projects, Salisbury, Wessex Archaeology as amended, updated or superseded from time to time;

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), 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; and

(b) storage, workshop auxiliary equipment, radar and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“operation” means the undertaking of the licensed activities which are not part of the construction, commissioning or decommissioning of the authorised development;

“Order” means the Five Estuaries Offshore Wind Farm Order 202[•];

“the Order limits” means the limits shown on the offshore Order limits plans and the onshore Order limits plan within which the authorised development may be carried out, the grid coordinates for the area of which seaward of MHWS are set out in Schedule 16;

“outline cable specification and installation plan” means the document certified such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline fisheries liaison and co-existence plan” means the document certified such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline marine mammal mitigation protocol” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline marine written scheme of investigation” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline navigation and installation plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline operations and maintenance plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline project environmental management plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline sediment disposal management plan” means the document certified as such by the Secretary of State under article 44 (certification of plans, etc) for the purposes of this Order;

“outline southern north sea special area of conservation site integrity plan” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

“outline working in proximity to wildlife plan” means the document forming an appendix to the outline project environmental management plan;

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

“pin piled jacket” means a jacket attached to the seabed using pin piles;

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

“statutory nature conservation body” means the appropriate nature conservation body as defined in Regulation 5 of the Conservation of Habitats and Species Regulations 2017 or its equivalent in the 2017 Regulations;

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

“suction caisson jacket” means a jacket attached to the seabed using suction caissons (typically one per leg)

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

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

“UK Standard Marking Schedule for Offshore Installations” means the Standard Marking Schedule for Offshore Installations published by the Department of Energy & Climate Change with reference DECC 04/11.

“undertaker” means Five Estuaries Offshore Wind Farm Limited, incorporated under company number 12292474 and having its registered office at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, United Kingdom, SN5 6PB;

“vessel” means every description of vessel, however propelled or moved, and includes a nondisplacement 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; and

“working day” means a day which is not a weekend, bank holiday or public holiday in England;

“works plan (offshore)” means the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.);

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time;

(b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Civil Aviation Authority

Aviation House

Beehive Ringroad

Crawley

West Sussex

RH6 0YR

(b) Historic England

East of England Regional Office

Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU

(c) Marine Management Organisation

Marine Licensing Team

Lancaster House Hampshire Court

Newcastle Business Park

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032;

(d) Marine Management Organisation (Local Office)

Miranda House

The Quay

Harwich

CO12 3HH

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2433;

(f) Ministry of Defence (as requested by Defence Infrastructure Organisation –
Safeguarding)

St George's House

153

DIO Head Office

DMS Whittington

Lichfield

Staffordshire

WS14 9PY;

(g) Natural England

Guildbourne House

Chatsworth Road

Worthing

BN11 1LD

Tel: 0300 060 4911;

(h) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900;

(i) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900.

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk, or where contact to the Local Office of the MMO is required, harwich@marinemanagement.org.uk.

(6) Unless otherwise advised in writing by the MMO, the Marine Case Management System (“MCMS”) must be used for all licence returns or applications to vary this licence. The MCMS address is: <https://marinelicensing.marinemanagement.org.uk/>.

Details of licensed marine activities

2. Subject to the licence conditions at Part 2, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea within the Order limits seaward of MHWS of the substances and articles specified in paragraph 4 below and within—
 - (i) the array area disposal site, when combined with the disposal authorised by the deemed marine licence granted under Schedule 10 of the Order, of up to 24,556,610 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable installation preparation and excavation of horizontal directional drilling pits works within the parts of Work No. 2 that lie within the array area; and
 - (ii) the cable corridor disposal site of up to 9,214,386 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable installation preparation and excavation of horizontal directional drilling pits works within Work Nos. 2, 2A and 3;
- (b) the construction of works in or over the sea, and or on or under the seabed;
- (c) dredging for the purposes of seabed preparation for installation of foundations, preparation for construction vessels and/or electrical circuit works;
- (d) boulder clearance works by displacement ploughing or subsea grab technique or any other equivalent method;
- (e) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (f) removal of static fishing equipment;
- (g) wet storage; and
- (h) site preparation works.

3. Such activities described in paragraph 2 are authorised in relation to the construction, maintenance and operation of—

Work No. 2— Electrical export works comprising:

- (a) up to two offshore substation platforms each fixed to the seabed by a foundation;
- (b) up to two subsea cable circuits between the offshore platforms forming Work No.2(a) including cable crossings and cable protection; and
- (c) up to two subsea cable circuits between Work No. 2(a) and Work No. 3, cable protection and cable crossings.

Work No. 2A—Sheet piling works and creation of pits for trenchless installation techniques, including installation of up to two cable ducts, installation and use of temporary construction working areas, cable installation vessel anchoring and works to allow vessels to remain in place at low tide.

Work No. 3—Installation of up to two subsea cable circuits between Work No. 2 and Work No. 4, including up to two cable ducts, cable protection and cable crossings and further including;

- (a) sheet piling works including creation of pits for trenchless installation techniques, trenchless installation technique works including the creation of entrance and exit pits; and
- (b) installation and use of temporary construction working areas, cable installation vessel anchoring, works to allow vessels to remain in place at low tide and laydown area.

In connection with such Works Nos. 2, 2A and 3 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 development and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

- (a) scour protection around the foundations of the offshore electrical installations;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses;
- (c) the removal of material from the seabed required for the construction of Work nos. 2, and 3;
- (d) temporary landing places, moorings or other means of accommodating or anchoring vessels in the construction and/or maintenance of the authorised development.

4. The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic, synthetic and rubber;
- (f) material extracted from the seabed within the offshore Order limits during construction drilling or seabed preparation for foundation works cable installation preparation works and excavation of horizontal directional drilling pits;
- (g) anchors and weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and
- (h) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised development comprising Work Nos. 2, 2A and 3 are shown on the offshore Order limits and grid coordinates plan.

General provisions

6. This marine licence remains in force until the authorised development 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 (reviews and revisions of decommissioning programmes) of the 2004 Act, 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 only apply to a transfer not falling within article 7 (benefit of the Order).

8. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to or variations from the approved details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to changes where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially greater environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Design parameters

1. The dimensions of any offshore platform forming part of the authorised development (excluding stowed cranes, helidecks, masts and auxiliary structures) must not exceed—

- (a) 105 metres in height when measured from LAT;
- (b) 125 metres in length; and
- (c) 100 metres in width.

2.—(1) Offshore substation platform foundation structures forming part of the authorised scheme must be one of either monopile foundations or jacket foundations.

(2) No offshore substation platform with a piled foundation may -

- (a) employ more than 6 piles per foundation;
- (b) in the case of monopile foundations, exceed a monopile diameter of 15 metres; or
- (c) in the case of a two or more pile foundation, exceed a pile diameter of 4 metres per pile.

3.—(1) The total length of the cables in Work Nos. 2, 2A and 3, and the volume of their cable protection (including cable crossings) must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection</i>
Work Nos 2, 2A and 3	196 kilometres	321,600 square metres 187,600 cubic metres

(2) Within 1600 metres seawards of MHWS, cable protection measures and cable protection remediation carried out as part of the must not include any use of loose rock or gravel.

Maintenance of the authorised development

4.—(1) The undertaker may at any time maintain the authorised development, except to the extent that this licence or an agreement made under this licence provides otherwise.

(2) Maintenance works include but are not limited to—

- (a) offshore electrical components;
- (b) painting and applying other coatings;
- (c) bird waste and marine growth removal;
- (d) cable remedial burial;
- (e) cable repairs and replacement;
- (f) cable protection replenishment;
- (g) access ladder and boat landing replacement; and
- (h) J-tube repair/replacement.

(3) In undertaking activities under condition 4(2)(d), (e) and (f), other than in areas shown shaded yellow on the Deep water Route Cable Installation Area (Future Dredging depths) plan where navigable depth may not be reduced to any extent, the undertaker must not reduce water depth by more than 5% referenced to Chart Datum unless agreed with the MMO in writing following consultation with the MCA.

(4) An operation and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan, and, in so far as is relevant, the principles of the outline cable installation and maintenance plan, must be submitted to the MMO for approval in consultation with the relevant SNCB and the MCA at least six months prior to the commencement of the operation of the licensed activities. All operation and maintenance activities must be carried out in accordance with the approved plan.

Vessels under the undertaker's control

5.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct in accordance with the provisions of the working in proximity to wildlife plan.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

6. Any time period given in this licence given to either the undertaker or the MMO may be extended with the agreement of the other party in writing 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; and
- (ii) the masters and offshore operations 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 variations to it those persons referred to in paragraph (1)(a) above must provide a completed confirmation form to the MMO confirming receipt of this marine licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.

(3) Copies of this 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 offshore operations managers with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must ensure that a copy of this marine licence and any subsequent revisions or amendments has been read and understood by the masters of any vessel being used to carry on any licensed activity set out in condition 17(3), and that a copy of this marine licence is held on board any such vessel.

(6) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised development.

(7) The undertaker must inform the MMO Local Office in writing at least five days prior to the commencement of the licensed activities and within five days of the completion of the licensed activity.

(8) The undertaker must inform the Kingfisher Information Service of details regarding the vessel routes, timings and locations relating to the construction of the authorised development or relevant stage—

(a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable, and in any event no later than 24 hours after completion of construction of all offshore activities, confirmation of notification must be provided to the MMO in writing within five days.

(9) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised development or any relevant stage advising of the start date of Work Nos. 2, 2A and 3 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 UK Hydrographic Office within five days of issue.

(10) 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 and maintenance works and the notices must be supplemented with VHF radio broadcasts agreed with the MCA in accordance with the project environmental management plan approved under deemed marine licence condition 13(1)(d) and monitoring plan approved under condition 13(1)(f). Copies of all local notifications must be provided to the MMO and UK Hydrographic Office within five days of issue, save for in the case of a notice relating to operations and maintenance, which must be provided within 24 hours of issue.

(11) The undertaker must notify the UK Hydrographic Office of the commencement (within fourteen days), progress and completion of construction (within fourteen days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA within five days of the notification.

(12) In case of damage to, or destruction or decay of, the authorised development seaward of MHWS 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, the MCA, Trinity House, the Kingfisher Information Service and the UK Hydrographic Office.

(13) In case of 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 the location and extent of exposure. Copies of all notices must be provided to the MMO, the MCA, Trinity House and the UK Hydrographic Office within five days.

(14) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(15) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

Aids to navigation

8.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised development seaward of MHWS 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 the start of construction of the authorised scheme to completion of decommissioning of the authorised development seaward of MHWS keep Trinity House and the MMO informed in writing of progress of the authorised development seaward of MHWS including the following—

(a) notice of commencement of construction of the authorised development 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 development.
- (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)(i) using the reporting system provided by Trinity House.
- (4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised development seaward of MHWS notify Trinity House and the MMO in writing 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(12) or 7(13) 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.
- (6) Any jack up barges or vessels utilised during the licensed activities, when jacked up, must exhibit signals in accordance with the UK Standard Marking Schedule for Offshore Installations.

Colouring of structures

9. The undertaker must colour all offshore substation platform foundations yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

Aviation safety

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

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the licensed activities, in writing of the following information—

- (a) the date of the commencement of the licensed activities;
- (b) the date any offshore electrical installations are to be installed;
- (c) the maximum height of any construction equipment or vessels to be used;
- (d) the maximum heights of offshore electrical installations to be constructed (including any antennae);
- (e) the latitude and longitude of each offshore electrical installations 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 of this condition and of the completion of the construction of the authorised development. Copies of notifications must be provided to the MMO.

Chemicals, drilling and debris

11.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised development must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002^(b) (as amended) as maintained by the Centre for Environment, Fisheries and Aquaculture Science.

(a) S.I. 2016/765

(b) S.I. 2002/1355

(2) The undertaker must ensure that any coatings and/or treatments are suitable for use in the marine environment and are used in accordance with relevant guidelines approved by Health and Safety Executive.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months August to January inclusive, and by 31 July 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, vessels or cables 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 scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised development is misplaced or lost below MHWS, the undertaker must report the loss to the MMO Local Office in writing within 48 hours of becoming aware of it 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 endeavour to locate the material and recover it at its own expense.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the marine environment through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported in writing 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 within the Order limits must be reported to the MMO using the dropped object procedure form as soon as reasonably practicable following 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.—(1) 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 and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO in the manner provided in condition 11(10).

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

13.—(1) The licensed activities for each stage of construction of the authorised development must not commence until the following (insofar as relevant to that activity or stage of activity) has been submitted to and approved in writing by the MMO, in consultation with, where relevant, Trinity House, the MCA, UK Hydrographic Office and relevant SNCB—

(a) A design plan, prepared in accordance with the offshore project design principles document at a scale of between 1:25,000 and 1:50,000, or in such other format as may be appropriate,

including detailed representation on the most suitably scaled chart, which shows for the relevant stage—

- (i) the proposed location, including grid co-ordinates of the centre point of the proposed location for each offshore substation platform, subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions discovered post approval under this condition and choice of foundation types for all offshore electrical installations;
 - (ii) the dimensions of all offshore electrical installations to be installed, including any antennae;
 - (iii) the length and arrangement of cables comprised in Work Nos. 2, 2A and 3;
 - (iv) the type and dimensions of all foundations for the offshore substation platforms;
 - (v) the proposed layout of all offshore electrical installations including any exclusion zones identified under sub-paragraph 13(2)(d); and
 - (vi) any exclusion zones or micro-siting requirements identified in any mitigation plan pursuant to sub-paragraph 13(2)(d) or relating to any habitats of principal importance identified as part of surveys undertaken in accordance with condition 18;
to ensure conformity with the description of Work Nos. 2, 2A and 3 and compliance with conditions 1, 2 and 3 above;
- (b) a construction programme to include details of—
- (i) the proposed construction start date;
 - (ii) proposed timings for mobilisation of plant delivery of materials and installation works; and
 - (iii) an indicative written construction programme for all offshore electrical installations and cable comprised in the works at paragraphs 2 and 3 of Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above),
unless otherwise agreed in writing with the MMO;
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details for the relevant stage of—
- (i) 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 13(1)(f);
 - (ii) contractors; and
 - (iii) associated ancillary works.;
- (d) a project environmental management plan in accordance with the outline project environmental management plan covering the period of construction for the relevant stage to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with and report any spills and collision incidents of the authorised development in relation to all activities carried out;
 - (ii) a chemical risk register to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) a marine biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised;
 - (iv) waste management and disposal arrangements; and
 - (v) a working in proximity to wildlife plan in accordance with the outline working in proximity to wildlife plan and including details of a best practice protocol for the protection of red throated divers restricting the laying of the electrical export cables forming part of Work No 2(c) within the Outer Thames Estuary special protection area between 1st November and 1st March (inclusive) in any year without the prior consent in writing of the MMO;

- (e) details of proposed pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 18, 19 and 21;
 - (f) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol for that stage, in accordance with the outline marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies;
 - (g) a cable specification and installation plan for the relevant stage which accords with the principles of the outline cable specification and installation plan, to include—
 - (i) technical specification of offshore cables (including fibre optic cable) below MHWS within that stage, including a desk-based assessment of cable burial depth in accordance with good industry practice;
 - (ii) a detailed cable laying plan for the Order limits within that stage, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% 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;
 - (iii) proposals for the volume and areas of cable protection to be used for each cable crossing, and proposals for timing and methodology for reporting on actual volumes and areas post construction;
 - (iv) proposals for the cable laying methodology, volume and areas of cable protection within the Margate and Long Sands special area of conservation, and proposals for timing and methodology for reporting on actual volumes and areas post construction, in accordance with the Margate and Long Sands special area of conservation benthic mitigation plan; and
 - (v) proposals for monitoring offshore cables including cable protection during the operational lifetime of the authorised development which includes a risk based approach to the management of unburied or shallow buried cables;
 - (h) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 8 relating to that stage for the lifetime of the authorised development;
 - (i) an offshore monitoring plan for the relevant stage which accords with the principles set out in the offshore in principle monitoring plan setting out the circumstances in which monitoring will be required and the monitoring to be carried out in such circumstances;
 - (j) a navigation and installation plan for the relevant stage which accords with the principles set out in the outline navigation and installation plan;
 - (k) a fisheries liaison and co-existence plan for the relevant stage which accords with the principles set out in the outline fisheries liaison and co-existence plan; and
 - (l) a sediment disposal management plan for the relevant stage which accords with the principles set out in the outline sediment disposal management plan.
- (2) Subject to condition 13(3), the licensed activities or any relevant stage of those activities must not commence unless no later than six months prior to the commencement a marine written scheme of archaeological investigation for the stage in construction has been submitted to and approved by the MMO in writing, in accordance with the outline marine written schemes of investigation, and in accordance with industry good practice, in consultation with the statutory historic body to include—
- (a) details of responsibilities of the undertaker, archaeological consultant and contractor;
 - (b) a method statement for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
 - (c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within six months of any survey being completed;

- (d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;
 - (e) monitoring of archaeological exclusion zones during and post construction, including provision of a report on such monitoring;
 - (f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS ('online access to the index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised development, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
 - (g) a reporting and recording protocol, designed in reference to the Offshore Renewables Protocol for Reporting Archaeological Discoveries as set out by the Crown Estate and reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised development; and
 - (h) 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.
- (3) Pre-construction archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a method statement produced under the written scheme of investigation specific to the relevant pre-construction activities (which must accord with the details set out in the outline marine written schemes of investigation) which has been submitted to and approved by the MMO in consultation with the statutory historic body.
- (4) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive monopile foundations must not exceed 7,000kJ and the hammer energy used to drive or part-drive pin pile foundations must not exceed 3,000kJ.
- (5) No more than two main vessels may be engaged at any time in activities related to piling for the licenced activities. There will only be a maximum installation of two monopile foundations or 8 pin piles within a 24-hour period. It is possible for installation of the two piled foundations to occur concurrently i.e. within a 24-hour period at up to two locations within the area of Work No. 2 or up to two locations within the array. The two piled foundation locations may also be piled sequentially.
- (6) No percussive piling associated with offshore substation platform foundations may take place between 25th November to 3rd January (inclusive) in any year for the protection of spawning herring unless otherwise agreed in writing with the MMO.
- (7) The undertaker must, before submitting any pre-construction plans and documentation required under this condition, provide a copy of the plans and documentation to any other undertaker to whom part of the benefit of this Order has been transferred or leased pursuant to article 7 (benefit of the order) of the Order.
- (8) The undertaker to whom part of the benefit of the Order has been transferred or leased pursuant to article 7 (benefit of the order) must provide any comments on the plans and documentation to the undertaker within 14 days of receipt.
- (9) The undertaker must participate in liaison meetings as requested from time to time by the MMO in writing in advance and must consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence issued under this Order (including as varied or transferred).
- 14.—**(1) Except where otherwise stated or agreed in writing with the MMO, each programme, statement, plan, protocol or scheme required to be approved under condition 13 (save for that required under condition 13(1)(f)) must be submitted for approval at least six months prior to the intended commencement of the relevant stage of the licensed activities.

(2) The pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting required under condition 13(1)(f) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO—

(a) at least six months prior to the first survey of the relevant stage, detail of any pre-construction surveys and an outline of all proposed monitoring;

(b) at least six months prior to construction, detail on construction monitoring; and

(c) at least six months prior to commissioning, detail of postconstruction (and operational) monitoring.

(3) The MMO must determine an application for approval made under condition 13 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker such agreement not to be unreasonably withheld or delayed.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 13, unless otherwise agreed in writing by the MMO.

(5) The plans, protocols, statements, schemes and details submitted under condition 13 must ensure that any residual effects fall within the scope of those predicted in the environmental statement.

Site Integrity Plan

15.—(1) No piling activities can take place until a southern north sea special area of conservation site integrity plan (“SIP”), which accords with the principles set out in the outline southern north sea special area of conservation site integrity plan which accords with the principles set out in the, 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 determine whether the authorised scheme at the preconstruction stage, in-combination with other plans and projects, would be 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 determines that the authorised development, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance

Offshore safety management

16.—(1) No stage of the authorised development may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and adequately addressed all MCA recommendations as appropriate to the authorised development contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

(2) No stage of the authorised development may commence until the MMO, in consultation with the MCA, has confirmed in writing that an emergency response co-operation plan has been prepared by the undertaker.

Reporting of engaged agents, contractors and vessels

17.—(1) The undertaker must provide the following information to the MMO—

(a) the name, company number, address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; and

(b) each week during the construction of the authorised development a list of the vessels currently and to be used in relation to the licensed activities, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

(3) The undertaker must notify the MMO in writing not less than 24 hours prior to the commencement of major component exchanges, ladder replacements or cable related works—

(a) any agents, contractors or subcontractors that will carry out such works; and

(b) any vessel proposed to be used for such works, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

Pre-construction monitoring and surveys

18.—(1) The undertaker must in discharging condition 13(1)(e) for construction submit a monitoring plan in accordance with an offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory bodies, which must contain details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report and—

(a) the survey proposals must be in accordance with the principles set out in the outline marine 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; and

(b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the preconstruction position, with any limitations, and must make clear what postconstruction comparison is intended and the justification for this being required.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition, the pre-construction survey proposals must comprise, in outline—

(a) a full sea floor coverage swath–bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, of the Order limits and a buffer outside to—

(i) determine the location, extent and composition of any biogenic or geogenic reef features, as set out within the outline marine monitoring plan;

(ii) inform future navigation risk assessments as part of the cable specification and installation plan; and

(iii) inform the identification of any archaeological exclusion zone and post consent monitoring of any such archaeological exclusion zone;

(b) a bathymetric survey that meets the requirements of IHO S44ed5 Order 1a of the area within the Order Limits within which it is proposed to carry out construction works.

(3) The pre-construction survey(s) carried out pursuant to condition 18(2)(a)(ii) and 18(2)(c) must fulfil the requirements of MGN654 and its supporting 'Hydrographic Guidelines for Offshore Renewable Energy Developer' (as relevant).

(4) 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.

(5) Following completion of a survey carried out pursuant to this condition and prior to construction of the relevant stage, the undertaker must provide a report and full density data of the

survey outcomes to the MMO, the relevant statutory nature conservation body, the MCA and UK Hydrographic Office as relevant.

Construction monitoring

19.—(1) The undertaker must, in discharging condition 13(1)(e), submit a construction monitoring plan or plans for that stage 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 include details of any proposed construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition the construction monitoring plan must include, in outline vessel traffic monitoring by automatic identification system for the duration of the construction period, with provision for a report to be submitted to the MMO, Trinity House, and the MCA annually during the construction period for the authorised development.

(3) The undertaker must carry out the surveys specified within the construction 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.

Marine mammal condition

20.—(1) In the event that piled foundations are proposed, the monitoring plan submitted under condition 19(1) must include measurements of noise generated by the installation of the four of the first 12 piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The results of the initial noise measurements monitored in accordance with subparagraph 19(1) must be provided in writing to the MMO within nine weeks of the installation (unless otherwise agreed) of the first piled foundation monitored in accordance with sub-paragraph (1). The assessment of this report by the MMO will determine whether any further noise monitoring is required. If the MMO determines, in consultation with the statutory nature conservation body, that the assessment shows impacts significantly in excess to those assessed in the environmental statement and there has been a failure of the mitigations set out in the marine mammal mitigation protocol, all piling activity must cease until either contingency measures approved within the marine management mitigation protocol have been implemented or an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

Post-construction monitoring

21.—(1) The undertaker must, in discharging condition 13(1)(e), submit a post-construction monitoring plan or plans for that stage in accordance with an offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body including details of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in 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 preconstruction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt of specific proposals the post-construction survey plan or plans must include, in outline—

(a) a bathymetric survey to monitor the effectiveness of archaeological exclusion zones. The data will be analysed by an accredited archaeologist as defined in the marine written scheme of archaeological investigation required under condition 13(2); and

(b) vessel traffic monitoring by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised development, unless otherwise agreed in writing by the MMO, with provision for a report to be submitted annually to the MMO, Trinity House, and the MCA.

(3) The undertaker must carry out the surveys agreed under the post-construction monitoring plan or plans in accordance with that plan or plans and provide the agreed reports in the agreed format, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation body.

(4) Within 12 weeks of completion of any cable repair or replacement works, the undertaker must undertake a post installation survey along the section of cable that has undergone repair or replacement to demonstrate the successful burial of the cable, and submit a report to the MMO in writing on its findings.

Timing of monitoring report

22. Any monitoring report compiled in accordance with the monitoring plans provided under conditions 18, 19 and 21 must be provided to the MMO no later than four months following receipt by the undertaker of the results of monitoring to which it relates, unless otherwise agreed with the MMO in writing.

Reporting of impact pile driving

23.—(1) In the event that driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

(a) prior to the commencement of each stage of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;

(b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and

(c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition, “Forward Look” and “Close Out” mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated or superseded from time to time.

Maintenance reporting

24.—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 4 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 24(1) of this licence;

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Stages of construction

25.—(1) The licenced activities must not be commenced until a written scheme setting out the stages of construction of the authorised development seaward of MHWS has been submitted to and approved by the MMO in writing.

(2) The scheme must be implemented as approved.

(3) The written scheme referred to in sub-paragraph (1) must be submitted to the MMO in writing four months prior to the planned commencement of the licenced activities.

Completion of construction

26.—(1) The undertaker must submit a close out report in writing to the MMO 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 final number of installed offshore electrical installations

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

27. The undertaker must submit a close out report to the MCA and the UK Hydrographic Office 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—

- (a) the final number of installed offshore electrical installations;
- (b) a plan of the layout of installed offshore electrical installations; and
- (c) latitude and longitude coordinates of the centre point of the location of each offshore electrical installation, provided as Geographical Information System data referenced to WGS84 datum.

Reporting cable protection

28.—(1) Not more than four months following completion of the construction of the authorised development, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection used for the authorised development.

(2) The report must include the following information—

- (a) the location of cable protection;
- (b) the volume of cable protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker

Deployment of cable protection

29. Any cable protection authorised under this licence must be deployed within 10 years from the date of the grant of the Order unless otherwise agreed by the MMO in writing.

SCHEDULE 12

Articles 37 and 38

Trees and hedgerows

PART 1

Tree Preservation Orders

In the District of Tendring:

<i>(1) Tree Preservation Order reference</i>	<i>(2) Tree Preservation Order Location</i>	<i>(3) Trees which may be damaged, lopped or cut back, or the roots of which may be encroached upon, as listed in the Tree Preservation Order</i>
23/00005/TPO	Stones Green Lane, Tendring	T.1, T.2, T.3, T.4, T.5, T.6 and G.2 (comprising 2 oaks)
21/00091/TPO	Welhams Farm, Bentley Road, Little Bentley	G.1 (comprising 3 oaks and 2 ash)

PART 2

Removal of hedgerows

In the District of Tendring:

<i>(1) Grid coordinates</i>		<i>(2) Identifier as shown on the hedgerow and protected tree plan</i>	<i>(3) Grid coordinates</i>		<i>(4) Identifier as shown on the hedgerow and protected tree plan</i>
<i>Easting</i>	<i>Northing</i>		<i>Easting</i>	<i>Northing</i>	
622174.73	218175.45	1a	622152.98	218357.82	1b
622161.62	218365.93	2a	622294.98	218417.97	2b
621319.92	218822.95	3a	621331.11	218912.90	3b
621301.18	218815.55	4a	621189.08	218790.08	4b
621253.28	218522.68	5a	621238.85	218512.76	5b
621239.56	218511.96	6a	621227.54	218589.49	6b
621213.79	218651.11	6c	621187.56	218763.10	6d
621180.98	218795.90	7a	621179.59	218799.88	7b
621174.91	218813.26	7c	621159.95	218902.25	7d
621015.58	218798.28	9a	620967.62	218954.47	9b
620428.51	219011.74	10a	620508.84	219035.16	10b
620388.32	219361.48	11a	620497.22	219421.21	11b
620502.52	219434.39	13a	620500.70	219441.12	13b
620104.84	220039.69	14a	620131.92	220063.98	14b
620095.10	220042.57	15a	620116.60	220059.85	15b
619662.19	222124.15	16a	619656.15	222171.57	16b
619464.05	222281.12	17a	619410.66	222250.97	17b
619177.90	222452.82	18a	619180.19	222457.92	18b
619100.23	222582.62	20a	619170.49	222717.00	20b
618923.88	222604.04	21a	618921.62	222605.84	21b
618593.85	222836.37	23a	618647.86	222951.02	23b
618580.08	222843.98	24a	618631.50	222953.66	24b
618472.13	222930.00	25a	618469.85	222960.88	25b
617752.41	223342.51	26a	617874.10	223419.42	26b
617719.50	223317.13	27a	617781.03	223383.66	27b
617751.63	223364.22	28a	617663.76	223364.03	28b
617746.10	223599.12	29a	617742.18	223598.49	29b
617394.18	223532.96	30a	617399.20	223567.39	30b
616953.70	223794.95	33a	616961.16	223867.75	33b
616637.24	223982.35	34a	616495.49	224014.70	34b
616315.85	224060.72	37a	616208.25	224073.52	37b
616306.48	224071.96	38a	616138.02	224082.53	38b

616136.55	224087.09	40a	616157.50	224425.55	40b
615773.76	224597.65	41a	615813.58	224679.65	41b
615119.80	224983.84	42a	615171.95	225085.90	42b
614451.96	226198.86	43a	614397.33	226208.65	43b
614333.67	226194.10	44a	614353.57	226206.14	44b
613724.43	226697.22	45a	613903.44	226728.64	45b
612603.81	226960.58	46a	612439.50	227301.04	46b
613049.68	227510.52	47a	613139.95	227541.89	47b
613029.89	227535.10	48a	613121.48	227564.85	48b
612050.59	227805.79	49a	612110.96	228062.89	49b
611743.07	227699.80	50a	611727.12	227788.77	50b
611742.09	227699.53	51a	611726.01	227788.47	51b
611225.41	227528.03	52a	611164.32	227598.10	52b
611336.37	226634.90	53a	611282.42	226578.51	53b
611281.29	226568.33	54a	611277.90	226553.07	54b
611202.31	226609.14	55a	611204.75	226614.26	55b
611096.24	226714.78	56a	610953.00	226826.63	56b
611011.13	226762.54	57a	611013.18	226767.84	57b
611012.78	226770.23	58a	610832.87	226921.16	58b
610804.67	226974.71	59a	610603.90	227263.44	59b
610618.81	227187.33	60a	610523.21	227475.25	60b
610602.48	227281.87	61a	610554.70	227437.87	61b
610538.19	227461.79	62a	610380.20	227645.30	62b
609681.97	227343.38	63a	609622.36	227516.86	63b
608261.14	229217.46	65a	608120.47	229048.26	65b
608072.69	229025.51	66a	607870.04	229088.64	66b

PART 3

Removal of important hedgerows

In the county of Tendring:

<i>(1) Grid coordinates</i>		<i>(2) Identifier as shown on the hedgerow and protected tree plan</i>	<i>(3) Coordinates</i>		<i>(4) Identifier as shown on the hedgerow and protected tree plans</i>
<i>Easting</i>	<i>Northing</i>		<i>Easting</i>	<i>Northing</i>	
621165.60	218774.98	8a	621164.57	218779.43	8b
620380.37	219359.51	12a	620506.88	219423.62	12b
619101.34	222569.28	19a	619174.25	222713.43	19b
618929.23	222620.66	22a	618989.31	222782.71	22b
617329.93	223502.68	31a	617350.46	223539.22	31b
617320.43	223507.87	32a	617339.39	223600.06	32b
616436.85	223930.23	35a	616421.54	224007.84	35b
616327.28	224057.05	35c	616321.74	224058.42	35d
616441.24	224060.48	36a	616471.37	224098.83	36b
616268.19	224015.65	39a	616260.27	224067.92	39b

SCHEDULE 13

Articles 3 and 49

Compensation

PART 1

Lesser black backed gulls

1. In this Part of this Schedule—

“compensation measure” means predator control and/or habitat creation, improvement or restoration;

“LBBG” means lesser black backed gulls (*Larus fuscus*);

“LIMP” means the LBBG implementation and monitoring plan to be developed in accordance with the outline LIMP;

“outline LIMP” means the outline LBBG implementation and monitoring plan being the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.); and

“OOEG” means the Offshore Ornithology Engagement Group.

2. The undertaker will form and administer the OOEG before carrying out any works to deliver the compensation measure under a LIMP to be approved under this Schedule. The undertaker will invite representatives from the following organisations to participate in the OOEG;

- (a) Marine Management Organisation;
- (b) The SCNB;
- (c) the relevant planning authority;
- (d) The Royal Society for the Protection of Birds; and
- (e) Landowners of the site upon which the compensation measure is to be delivered.

(2) The OOEG must be convened and consulted on the proposed LIMP before any approval of the LIMP is sought by the undertaker under paragraph 2.

3.—(1) Unless the Secretary of State confirms in writing that the compensation measure has been delivered to his satisfaction, then the following details contained with the LIMP, which must be in accordance with the outline LIMP, must be submitted to the Secretary of State for approval in consultation with the SCNB and the relevant planning authority for the compensation measure prior to the commencement of the offshore works.

(2) The LIMP must include:

- (a) details of the location(s) where the compensation measure will be delivered;
- (b) details of how any necessary land access rights, licences and approvals have or will be obtained and any biosecurity measures will be or have been secured;
- (c) an implementation timetable for delivery of the compensation measure;
- (d) details of monitoring and maintenance programmes,
- (e) success criteria;
- (f) survey and reporting programmes for LBBG and predators;
- (g) details of any adaptive management measures, with details of the factors used to trigger any such measures;
- (h) provision for reporting to the Secretary of State; and
- (i) a plan for reporting to the OOEG and consulting the OOEG on the details of any proposed adaptive management measures and/or amendments to the LIMP.

4. The undertaker must carry out the compensation measure as approved by the Secretary of State in consultation with the SCNB and the relevant planning authority.
5. No wind turbine generator forming part of Work No. 1 may commence operation until the compensation measure has been implemented for three breeding seasons, unless commencement of operation at an earlier date is approved in writing by the Secretary of State. For the purposes of this paragraph each breeding season is 1 March to 30 September of each year inclusive.
6. The undertaker must notify the Secretary of State of implementation of the onshore compensation measure.
7. The details approved under paragraph 3 include any amendments that may subsequently be approved in writing by the Secretary of State.
8. Where the compensation measure as approved in the LIMP includes the installation of predator control fencing, such fencing must be maintained by the undertaker (or at its expense) for the operational lifetime of the wind turbine generators erected under Work No.1.
9. In the event of any conflict between the terms of this Order and the LIMP then the provisions of this Order will prevail.

PART 2

Kittiwake

10. In this Part of this Schedule—

“compensation measure” means an artificial nesting structure onshore, designed to provide a suitable nesting environment for kittiwake;

“FFC SPA” means the site designated as the Flamborough and Filey Coast Special Protection Area;

“KIMP” means a kittiwake implementation and monitoring plan to be developed in accordance with the outline KIMP;

“Marine Recovery Fund” means the fund to be established and operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022) for the implementation of strategic compensation or any equivalent fund established by a Government body for that purpose;

“Marine Recovery Fund Payment” means a contribution to the Marine Recovery Fund to compensate for the predicted loss of adult kittiwakes from the FFC SPA as a result of the authorised development, the sum of which will be calculated in accordance with any guidance issued by Defra or otherwise to be agreed with the Secretary of State; and

“outline KIMP” means the outline kittiwake implementation and monitoring plan being the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.).

11. (1) No offshore works are to commence until the undertaker has confirmed in writing to the Secretary of State whether it—
 - (a) has secured nesting space within the Gateshead kittiwake tower constructed by Dogger Bank South (DBS) OWF; or
 - (b) will make a Marine Recovery Fund Payment, or
 - (c) will submit a KIMP for a compensation measure not utilising the Gateshead kittiwake tower to the Secretary of State for approval.

12. Where the undertaker has confirmed in writing to the Secretary of State that it has secured nesting space within the Gateshead kittiwake tower constructed by Dogger Bank South (DBS) OWF, it must submit a monitoring and management plan in accordance with the relevant sections of the outline KIMP to the Secretary of State for approval. The monitoring and management plan must be implemented as approved under this paragraph.

- 13.** (1) Unless the Secretary of State confirms in writing that either:
- (a) it has been demonstrated to his satisfaction that sufficient capacity within the Gateshead kittiwake tower constructed by Dogger Bank South (DBS) OWF has been secured and will be maintained on behalf of the undertaker for the operational period of the authorised development; or
 - (b) the Marine Recovery Fund Payment has been made,
- then a KIMP, which must be in accordance with the outline KIMP, must be submitted to the Secretary of State for approval in consultation with the statutory nature conservation body and the relevant planning authority for the compensation measure, prior to the commencement of the offshore works.
- (2) The KIMP under sub-paragraph (1) (if required) must include:
- (a) details of the location(s) where the compensation measure will be delivered;
 - (b) details of how any necessary land access rights, licences and approvals have or will be obtained and any biosecurity measures will be or have been secured;
 - (c) where the compensation measures comprise an artificial nesting structure details of the capacity of such structure(s) and its ability to accommodate at least 7 additional nesting spaces for pairs of kittiwake to compensate for the impact of the authorised development on the population of the FFC SPA;
 - (d) an implementation timetable for delivery of the compensation measure (where the measure is not already in place);
 - (e) details of monitoring and maintenance programmes,
 - (f) success criteria;
 - (g) survey and reporting programmes for kittiwake and predators;
 - (h) details of any adaptive management measures, with details of the factors used to trigger any such measures; and
 - (i) provision for reporting to the Secretary of State.

14. Where a KIMP is approved under this Part, the undertaker must carry out the compensation measure as approved by the Secretary of State in consultation with statutory nature conservation body and the relevant planning authority unless otherwise agreed by the Secretary of State following consultation with the relevant statutory nature conservation body and the local planning authority for the area in which the compensation measure is to be provided.

15. (1) Where a KIMP is approved under paragraph 13 of this Part, no wind turbine generator forming part of Work No. 1 may commence operation until the compensation measure has been in place for at least three full kittiwake breeding seasons prior to such operation, unless commencement of operation at an earlier date is approved in writing by the Secretary of State. For the purposes of this paragraph each breeding season is 1 March to 30 September of each year inclusive.

(2) Where the undertaker has confirmed that it will make a payment to the Marine Recovery Fund there may be no operation of a wind turbine generator forming part of Work No. 1 unless and until the Marine Recovery Fund Payment has been quantified and such payment has been made, and following such payment the undertaker will not be required to implement any further compensation for kittiwake pursuant to this Part 2 of Schedule 13.

16. The undertaker must notify the Secretary of State of any implementation of a KIMP approved under paragraph 4 of this Part.

17. The details approved under paragraph 13 include any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved KIMP must be in accordance with the principles set out in the outline KIMP 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 new or materially different environmental effects.

18. In the event of any conflict between the terms of this Order and the KIMP then the provisions of this Order prevail.

PART 3

[Guillemot] [Razorbill] [Guillemot and Razorbill]

19. In this Part of this Schedule —

“compensation measure” means the funding, provision or support of small scale management measures at [Guillemot] [Razorbill] [Guillemot and Razorbill] colonies in the southwest of England including: recreational disturbance reduction; wardening; signage; education; visitor access statements; and engagement with local businesses and organisations;

“the FFC SPA” means the site designated as the Flamborough and Filey Coast Special Protection Area;

“GRIMP” means a Guillemot and Razorbill implementation and monitoring plan to be developed in accordance with the outline GRIMP;

“Marine Recovery Fund” means the fund to be established and operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022) for the implementation of strategic compensation or any equivalent fund established by a Government body for that purpose;

“Marine Recovery Fund Payment” means a contribution to the Marine Recovery Fund to compensate for the predicted loss of adult [Guillemot] [Razorbill] [Guillemot and Razorbill] from the FFC SPA as a result of the authorised development, the sum of which will be calculated in accordance with any guidance issued by Defra or otherwise to be agreed with the Secretary of State;

“OOEG” means the Offshore Ornithology Engagement Group; and

“outline GRIMP” means the outline Guillemot and Razorbill implementation and monitoring plan being the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.).

20. No offshore works are to commence until the undertaker has confirmed in writing to the Secretary of State whether it will—

- (a) a Marine Recovery Fund Payment, or
- (b) submit a GRIMP to the Secretary of State for approval.

21. (1) Where the undertaker elects to submit a GRIMP, the undertaker will form and administer the OOEG before carrying out any works to deliver the compensation measure under a GRIMP to be approved under this Schedule. The undertaker will invite representatives from the following organisations to participate in the OOEG;

- (a) Marine Management Organisation
- (b) Natural England;
- (c) the relevant planning authority;
- (d) The Royal Society for the Protection of Birds; and
- (e) Landowners of the site upon which the compensation measure is to be delivered.

(2) The OOEG must be convened and consulted on the proposed GRIMP before any approval of the GRIMP is sought by the undertaker under paragraph 22.

22. Unless the Secretary of State confirms in writing that the compensation measure has been delivered to his satisfaction or the Marine Recovery Fund Payment has been made, then the GRIMP, which must be in accordance with the outline GRIMP, must be submitted to the Secretary of State for approval in consultation with the statutory nature conservation body and the relevant planning authority for the compensation measure prior to the commencement of the offshore works.

- (2) The GRIMP (if required) must include:
- (a) details of the location(s) where the compensation measure will be delivered;
 - (b) details of how any necessary land access rights, licences and approvals have or will be obtained and any biosecurity measures will be or have been secured;
 - (c) an implementation timetable for delivery of the compensation measure;
 - (d) details of monitoring and maintenance programmes,
 - (e) success criteria;
 - (f) survey and reporting programmes for [Guillemot] [Razorbill] [Guillemot and Razorbill] and predators;
 - (g) details of any adaptive management measures, with details of the factors used to trigger any such measures;
 - (h) provision for reporting to the Secretary of State; and
 - (i) a plan for reporting to the OOEG and consulting the OOEG on the details of any proposed adaptive management measures and/or amendments to the GRIMP.

23. The undertaker must carry out the compensation measure as approved by the Secretary of State in consultation with statutory nature conservation body and the relevant planning authority.

24. (1) No wind turbine generator forming part of Work No. 1 may commence operation until the compensation measure has been implemented, unless commencement of operation at an earlier date is approved in writing by the Secretary of State.

(2) Where the undertaker has confirmed that it will make a payment to the Marine Recovery Fund there may be no operation of a wind turbine generator forming part of Work No. 1 unless and until the Marine Recovery Fund Payment has been quantified and such payment has been made, and following such payment the undertaker will not be required to implement any further compensation measures for [Guillemot] [Razorbill] [Guillemot and Razorbill] pursuant to this Part 3 of Schedule 13.

25. The undertaker must notify the Secretary of State of implementation of the compensation measure.

26. The details approved under paragraph 22 include any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved GRIMP must be in accordance with the principles set out in the outline GRIMP 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 new or materially different environmental effects.

27. In the event of any conflict between the terms of this Order and the GRIMP then the provisions of this Order prevail.

PART 4

Margate and Long Sands SAC benthic compensation

28. In this Part —

“BCSG” means Benthic Compensation Steering Group;

“BIMP” means the benthic implementation and monitoring plan to be developed in accordance with the outline BIMP;

“compensation measure” means the funding, provision or support of measures to remove anthropogenic pressure from the ML&S SAC including but not limited to removal of redundant infrastructure or removal of aggregate pressure as identified in the ML&S SAC benthic mitigation plan;

“Marine Recovery Fund” means the fund to be established and operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security

Strategy (April 2022) for the implementation of strategic compensation or any equivalent fund established by a Government body for that purpose;

“Marine Recovery Fund Payment” means a contribution to the Marine Recovery Fund to compensate for impacts on protected features of the ML&S SAC through extension of SAC by Defra, the sum of which will be calculated in accordance with any guidance issued by Defra or otherwise to be agreed with the Secretary of State;

“the ML&S SAC” means the site designated as the Margate and Long Sands Special Area of Conservation; and

“Outline BIMP” means the outline benthic implementation and monitoring plan being the document certified as such by the Secretary of State for the purposes of this Order under article 44 (certification of plans etc.).

29. (1) No offshore works within the ML&S SAC are to commence until the undertaker has confirmed in writing to the Secretary of State whether it will—

- (a) make a Marine Recovery Fund Payment; or
- (b) submit a BIMP in accordance with outline BIMP to the Secretary of State, in consultation with statutory nature conservation body and the MMO, for approval.

(2) Where the undertaker elects to submit a BIMP, the undertaker will form and administer the BCSG before carrying out any works to deliver the compensation measure under a BIMP to be approved under this Schedule. The undertaker will invite representatives from the following organisations to participate in the BCSG;

- (a) Marine Management Organisation; and
- (b) Natural England.

(3) The BCSG must be convened and consulted on the proposed BIMP before any approval of the BIMP is sought by the undertaker under this paragraph.

(4) Any BIMP submitted under this paragraph must include a plan for reporting to the BCSG on the implementation of the BIMP, and consulting the BCSG on the details of any proposed adaptive management measures and/or amendments to the BIMP.

(5) Where a BIMP required under sub-paragraph (1), the undertaker must carry out the compensation measure in the BIMP as approved by the Secretary of State unless otherwise agreed by the Secretary of State following consultation with the relevant statutory nature conservation body.

30. Where the undertaker has confirmed that it will make a payment to the Marine Recovery Fund there may be no installation of cable protection within the ML&S SAC unless and until the Marine Recovery Fund payment has been quantified and such payment has been made, and following such payment the undertaker will not be required to implement any further compensation measures for benthic impacts to the ML&S SAC pursuant to this Part 4 of Schedule 13.

31. The undertaker must notify the Secretary of State of implementation of the compensation measure.

32. The details approved under paragraph 29 include any amendments that may subsequently be approved in writing by the Secretary of State.

33. In the event of any conflict between the terms of this Order and the BIMP then the provisions of this Order prevail.

SCHEDULE 14

Article 48

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 48 (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 twenty business days of the dispute arising, or such longer period as agreed in writing by the parties, will be subject to arbitration in accordance with the terms of this Schedule.

(3) The arbitration will be 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 will be measured in business days and this will exclude weekends and bank holidays.

(2) Time periods will be calculated from the day after the arbitrator is appointed which will be 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 will be that set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 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, and 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 15 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 element(s) 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 five days of the respondent serving its statements sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

- (a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the respondent's submissions;
- (c) any expert report in response to the respondent's submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The arbitrator will make an award on the substantive difference 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.

(2) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(3) Within five days of receiving the last submission, the arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within ten days of the arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will 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.

(5) A decision will 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.

(6) There will be no process of examination and cross-examination of experts, but the arbitrator will 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) will be that—

(a) at least 20 days before a hearing, the arbitrator will provide a list of issues to be addressed by the expert(s);

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within ten days of the issues being provided; and

(c) the form and content of a joint report will be as directed by the arbitrator and must be provided at least five days before the hearing.

(7) Within ten 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 will take these submissions into account in the award.

(8) 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.

(9) 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.

(10) The arbitrator's award must include reasons. The parties will accept that the extent to which reasons are given is to be 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 will 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 should 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; and

(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 will notify the parties that the award is completed, signed and dated, and that it will 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 will 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) Subject to sub-paragraph (3), the arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation will be confidential and will only be publicly disclosed where required by law or with the agreement of both parties.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph prevents 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 15

Article 44

Documents to be certified

The following documents in Table 1 of this schedule are the list referred to in article 44.

Table 1

<i>Document Number</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
2.1	Location plan (onshore)	Revision B	October 2024
2.2	Location plan (offshore)	Revision B	October 2024
2.3	Land plans (Onshore)	Revision E	March 2025
2.4	Special Category Land Plan	Revision C	March 2025
2.5	Works Plans (Onshore)	Revision D	February 2025
2.6	Works plans (Offshore)	Revision B	October 2024
2.7	Offshore Order Limits and Grid Coordinates Plan	Revision B	October 2024
2.8	Street Works and Access Plan	Revision C	January 2025
2.9	Plan showing temporary closure of Public Rights of Way	Revision D	March 2025
2.10	Tree Preservation Order and Important Hedgerow Plan	Revision B	October 2024
2.11	Historic Environment Plan (Onshore)	Revision B	October 2024
2.12	Historic Environment Plan (Offshore)	Revision A	March 2024
2.13	Statutory/Non-Statutory Nature Conservation Sites (Onshore)	Revision B	October 2024
2.14	Statutory/Non-Statutory Nature Conservation Sites (Offshore)	Revision A	March 2024
2.15	Water Bodies in a River Basin Management Plan	Revision C	October 2024
2.16	Crown Land Plan - Offshore	Revision A	March 2024
2.17	Crown Land Plan - Onshore	Revision D	March 2025
2.18	Temporary Speed Reduction Plan	Revision C	January 2025
4.1	Book of Reference	Revision F	March 2025
8.1	Cable Statement	Revision A	March 2024
8.2	Safety Zone Statement	Revision A	March 2024
9.3	Offshore Project Design Principles Document	Revision A	March 2024
9.4	Onshore Substation Design Principles Document	Revision B	February 2025
9.12	Outline Cable Specification and Installation Plan	Revision D	March 2025
9.13	Margate and Long Sands SAC Benthic Mitigation Plan	Revision E	March 2025
9.14.1	Outline Marine Mammal Mitigation Protocol - Piling	Revision D	March 2025
9.14.2	Outline Marine Mammal Mitigation	Revision C	March

	Protocol - UXO		2025
9.15	Outline Southern North Sea Special Area of Conservation Site Integrity Plan	Revision B	February 2025
9.16	Outline Fisheries Liaison and Co-existence Plan	Revision D	February 2025
9.17	Outline Offshore Operations and Maintenance Plan	Revision A	March 2024
9.18	Outline Project Environmental Management Plan	Revision A	March 2024
9.19	Outline Marine Written Schemes of Investigation	Revision C	December 2024
9.20	Outline Navigation and Installation Plan	Revision D	March 2025
9.21	Code of Construction Practice	Revision D	March 2025
9.22	Outline Landscape and Ecological Management Plan	Revision E	March 2025
9.24	Outline Construction Traffic Management Plan	Revision E	March 2025
9.25	Outline Public Access Management Plan	Revision C	March 2025
9.26	Outline Workforce Travel Plan	Revision C	March 2025
9.27	Outline Skills and Employment Strategy	Revision A	March 2024
9.32	Offshore In Principle Monitoring Plan	Revision E	March 2025
10.30	Outline Sediment Disposal Management Plan	Revision C	March 2025
10.47	Archaeological mitigation strategy	Revision B	March 2025
10.51	Deep Water Route Cable Installation Area (Future Dredging depths) plan	Revision A	February 2025
10.63	Outline groundwater monitoring plan	Revision A	March 2025
Environmental Statement			
6.1.1	Introduction	Revision A	March 2024
6.1.2	Policy and Legislation	Revision A	March 2024
6.1.3	EIA Methodology	Revision A	March 2024
6.1.3.1	Cumulative Effects Assessment Methodology	Revision B	December 2024
6.1.3.2	Transboundary Screening	Revision A	March 2024
6.1.4	Site Selection and Alternatives	Revision A	March 2024
6.1.5	Non-Technical Summary	Revision A	March 2024
6.1.6	Scoping Report and Scoping Opinion	Revision A	March 2024
6.2.1	Offshore Project Description	Revision A	March

			2024
6.2.1.1	Detailed Offshore Project Design Envelope	Revision A	March 2024
6.2.2	Marine Geology, Oceanography and Physical processes	Revision A	March 2024
6.2.3	Marine Water and Sediment Quality	Revision A	March 2024
6.2.4	Offshore Ornithology	Revision A	March 2024
6.2.5	Benthic and Intertidal Ecology	Revision A	March 2024
6.2.6	Fish and Shellfish Ecology	Revision A	March 2024
6.2.7	Marine Mammal Ecology	Revision A	March 2024
6.2.8	Commercial Fisheries	Revision A	March 2024
6.2.9	Shipping and Navigation	Revision A	March 2024
6.2.10	Seascape, Landscape and Visual	Revision A	March 2024
6.2.11	Offshore Archaeology and Cultural Heritage	Revision A	March 2024
6.2.12	Infrastructure and Other Marine Users	Revision B	September 2024
6.2.13	Military and Civil Aviation	Revision A	March 2024
6.3.1	Onshore Project Description	Revision C	October 2024
6.3.2	Landscape and Visual Impact Assessment	Revision A	March 2024
6.3.3	Socio-Economic, Tourism and Recreation	Revision A	March 2024
6.3.4	Onshore Biodiversity and Nature Conservation	Revision A	March 2024
6.3.5	Ground Conditions and Land Use	Revision A	March 2024
6.3.6	Hydrology, Hydrogeology and Flood Risk	Revision A	March 2024
6.3.7	Archaeology and Cultural Heritage	Revision A	March 2024
6.3.8	Traffic and Transport	Revision D	March 2025
6.3.9	Airborne Noise and Vibration	Revision A	March 2024
6.3.10	Air Quality	Revision A	March 2024
6.4.1	Climate Change	Revision A	March 2024
6.4.1.1	Greenhouse Gas (GHG) Assessment	Revision A	March 2024
6.4.2	Human Health and Major Disasters	Revision B	April 2024
6.4.3	Inter-Relationships	Revision A	March 2024
6.8.1	Lesser Black Backed Gull Compensatory	Revision C	December

6.8.1.1	Areas Environmental Impact Assessment Lesser Black Backed Gull Flood Risk Assessment	Revision B	2024 October 2024
6.8.1.2	Lesser Black Backed Gull Landscape & Visual Impact Assessment	Revision B	October 2024
6.8.1.3	Lesser Blacked Backed Gull Ecological Impact Assessment	Revision C	March 2025
6.8.1.4	Lesser Black Backed Gull Habitats Regulation Assessment	Revision D	March 2025

SCHEDULE 16

Article 2

Offshore co-ordinates

<i>Coordinates provided in DCO for Offshore Order Limits</i>	<i>WGS84 (Degrees Minutes Seconds)</i>	
	<i>Latitude</i>	<i>Longitude</i>
1	51° 49' 9.392" N	1° 14' 11.869" E
2	51° 49' 9.387" N	1° 14' 11.910" E
3	51° 49' 9.386" N	1° 14' 11.923" E
4	51° 49' 9.384" N	1° 14' 11.942" E
5	51° 49' 9.377" N	1° 14' 12.012" E
6	51° 49' 9.358" N	1° 14' 12.213" E
7	51° 49' 9.355" N	1° 14' 12.243" E
8	51° 49' 9.268" N	1° 14' 13.120" E
9	51° 49' 9.265" N	1° 14' 13.151" E
10	51° 49' 8.819" N	1° 14' 17.679" E
11	51° 49' 19.660" N	1° 14' 52.180" E
12	51° 49' 20.745" N	1° 14' 55.635" E
13	51° 49' 20.788" N	1° 14' 57.190" E
14	51° 49' 21.395" N	1° 15' 19.103" E
15	51° 49' 21.456" N	1° 15' 21.299" E
16	51° 49' 21.987" N	1° 15' 40.506" E
17	51° 49' 23.084" N	1° 16' 18.402" E
18	51° 49' 23.097" N	1° 16' 18.835" E
19	51° 49' 23.465" N	1° 16' 31.584" E
20	51° 49' 23.517" N	1° 16' 33.402" E
21	51° 49' 23.582" N	1° 16' 35.629" E
22	51° 49' 23.701" N	1° 16' 39.784" E
23	51° 49' 23.704" N	1° 16' 39.941" E
24	51° 49' 23.708" N	1° 16' 40.204" E
25	51° 49' 23.708" N	1° 16' 40.270" E
26	51° 49' 23.714" N	1° 16' 40.671" E
27	51° 49' 23.747" N	1° 16' 42.903" E
28	51° 49' 23.821" N	1° 16' 45.418" E
29	51° 49' 24.108" N	1° 16' 55.168" E
30	51° 49' 24.130" N	1° 16' 55.910" E
31	51° 49' 24.205" N	1° 16' 58.472" E
32	51° 49' 24.622" N	1° 17' 12.644" E
33	51° 49' 24.701" N	1° 17' 15.343" E
34	51° 49' 24.824" N	1° 17' 19.510" E
35	51° 49' 24.846" N	1° 17' 20.286" E
36	51° 49' 24.862" N	1° 17' 20.810" E
37	51° 49' 25.292" N	1° 17' 35.476" E
38	51° 49' 25.368" N	1° 17' 38.082" E
39	51° 49' 25.400" N	1° 17' 39.173" E
40	51° 49' 26.177" N	1° 18' 5.696" E
41	51° 49' 26.227" N	1° 18' 7.413" E
42	51° 49' 26.498" N	1° 18' 16.672" E
43	51° 49' 26.890" N	1° 18' 30.099" E
44	51° 49' 27.018" N	1° 18' 34.473" E
45	51° 49' 27.805" N	1° 19' 1.476" E

46	51° 49' 27.907" N	1° 19' 4.977" E
47	51° 49' 28.764" N	1° 19' 34.440" E
48	51° 49' 28.771" N	1° 19' 34.687" E
49	51° 49' 29.125" N	1° 19' 46.867" E
50	51° 49' 29.382" N	1° 19' 55.742" E
51	51° 49' 33.283" N	1° 20' 7.402" E
52	51° 49' 33.823" N	1° 20' 9.016" E
53	51° 49' 38.077" N	1° 20' 21.737" E
54	51° 49' 38.448" N	1° 20' 22.847" E
55	51° 49' 42.698" N	1° 20' 35.554" E
56	51° 49' 43.966" N	1° 20' 39.345" E
57	51° 49' 48.421" N	1° 20' 52.668" E
58	51° 49' 51.784" N	1° 21' 2.729" E
59	51° 49' 54.701" N	1° 21' 11.455" E
60	51° 49' 57.845" N	1° 21' 20.863" E
61	51° 50' 0.847" N	1° 21' 29.842" E
62	51° 50' 4.309" N	1° 21' 40.203" E
63	51° 50' 8.875" N	1° 21' 53.869" E
64	51° 50' 10.761" N	1° 21' 59.513" E
65	51° 50' 10.860" N	1° 21' 59.811" E
66	51° 50' 15.972" N	1° 22' 15.111" E
67	51° 50' 17.271" N	1° 22' 19.001" E
68	51° 50' 22.109" N	1° 22' 33.486" E
69	51° 50' 24.315" N	1° 22' 40.093" E
70	51° 50' 28.198" N	1° 22' 51.721" E
71	51° 50' 28.998" N	1° 22' 54.116" E
72	51° 50' 30.002" N	1° 22' 57.124" E
73	51° 50' 32.425" N	1° 23' 4.382" E
74	51° 50' 32.451" N	1° 23' 4.460" E
75	51° 50' 34.049" N	1° 23' 9.246" E
76	51° 50' 34.613" N	1° 23' 10.938" E
77	51° 50' 37.704" N	1° 23' 20.196" E
78	51° 50' 37.802" N	1° 23' 20.490" E
79	51° 50' 39.005" N	1° 23' 24.093" E
80	51° 50' 40.050" N	1° 23' 27.224" E
81	51° 50' 40.830" N	1° 23' 29.561" E
82	51° 50' 43.106" N	1° 23' 36.381" E
83	51° 50' 45.481" N	1° 23' 43.498" E
84	51° 50' 45.640" N	1° 23' 43.975" E
85	51° 50' 45.902" N	1° 23' 44.761" E
86	51° 50' 48.913" N	1° 23' 53.783" E
87	51° 50' 50.644" N	1° 23' 58.971" E
88	51° 50' 50.831" N	1° 23' 59.533" E
89	51° 50' 52.115" N	1° 24' 3.382" E
90	51° 50' 52.996" N	1° 24' 6.022" E
91	51° 50' 56.039" N	1° 24' 15.143" E
92	51° 50' 57.581" N	1° 24' 19.766" E
93	51° 50' 59.132" N	1° 24' 24.416" E
94	51° 51' 1.498" N	1° 24' 31.509" E
95	51° 51' 2.366" N	1° 24' 34.113" E

96	51° 51' 5.837" N	1° 24' 44.520" E
97	51° 51' 6.109" N	1° 24' 45.335" E
98	51° 51' 6.210" N	1° 24' 45.637" E
99	51° 51' 6.432" N	1° 24' 46.304" E
100	51° 51' 6.509" N	1° 24' 46.537" E
101	51° 51' 7.258" N	1° 24' 48.780" E
102	51° 51' 7.307" N	1° 24' 48.929" E
103	51° 51' 7.403" N	1° 24' 49.215" E
104	51° 51' 7.410" N	1° 24' 49.238" E
105	51° 51' 20.292" N	1° 25' 27.876" E
106	51° 51' 20.293" N	1° 25' 27.878" E
107	51° 51' 50.695" N	1° 26' 3.601" E
108	51° 52' 0.191" N	1° 26' 6.120" E
109	51° 52' 15.034" N	1° 26' 10.057" E
110	51° 52' 15.051" N	1° 26' 10.062" E
111	51° 52' 17.195" N	1° 26' 10.631" E
112	51° 52' 17.863" N	1° 26' 10.808" E
113	51° 52' 29.683" N	1° 26' 13.944" E
114	51° 52' 34.386" N	1° 26' 15.192" E
115	51° 52' 34.436" N	1° 26' 15.205" E
116	51° 52' 34.591" N	1° 26' 15.247" E
117	51° 52' 35.322" N	1° 26' 15.448" E
118	51° 52' 36.051" N	1° 26' 15.664" E
119	51° 52' 36.090" N	1° 26' 15.676" E
120	51° 52' 37.307" N	1° 26' 16.066" E
121	51° 52' 38.523" N	1° 26' 16.494" E
122	51° 52' 39.730" N	1° 26' 16.958" E
123	51° 52' 39.751" N	1° 26' 16.967" E
124	51° 52' 40.975" N	1° 26' 17.478" E
125	51° 52' 42.196" N	1° 26' 18.028" E
126	51° 52' 43.406" N	1° 26' 18.615" E
127	51° 52' 43.426" N	1° 26' 18.625" E
128	51° 52' 44.486" N	1° 26' 19.174" E
129	51° 52' 45.538" N	1° 26' 19.750" E
130	51° 52' 45.551" N	1° 26' 19.757" E
131	51° 52' 46.592" N	1° 26' 20.360" E
132	51° 52' 46.612" N	1° 26' 20.371" E
133	51° 52' 47.609" N	1° 26' 20.979" E
134	51° 52' 48.604" N	1° 26' 21.615" E
135	51° 52' 49.592" N	1° 26' 22.277" E
136	51° 52' 50.570" N	1° 26' 22.963" E
137	51° 52' 50.591" N	1° 26' 22.978" E
138	51° 52' 51.554" N	1° 26' 23.684" E
139	51° 52' 52.513" N	1° 26' 24.418" E
140	51° 52' 53.465" N	1° 26' 25.176" E
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253	51° 52' 17.863" N	1° 26' 10.808" E
254	51° 52' 29.683" N	1° 26' 13.944" E
255	51° 52' 34.386" N	1° 26' 15.192" E
256	51° 52' 34.436" N	1° 26' 15.205" E
257	51° 52' 34.591" N	1° 26' 15.247" E
258	51° 52' 35.322" N	1° 26' 15.448" E
259	51° 52' 36.051" N	1° 26' 15.664" E
260	51° 52' 36.090" N	1° 26' 15.676" E
261	51° 52' 37.307" N	1° 26' 16.066" E
262	51° 52' 38.523" N	1° 26' 16.494" E
263	51° 52' 39.730" N	1° 26' 16.958" E
264	51° 52' 39.751" N	1° 26' 16.967" E
265	51° 52' 40.975" N	1° 26' 17.478" E
266	51° 52' 42.196" N	1° 26' 18.028" E
267	51° 52' 43.406" N	1° 26' 18.615" E
268	51° 52' 43.426" N	1° 26' 18.625" E
269	51° 52' 44.486" N	1° 26' 19.174" E
270	51° 52' 45.538" N	1° 26' 19.750" E
271	51° 52' 45.551" N	1° 26' 19.757" E
272	51° 52' 46.592" N	1° 26' 20.360" E
273	51° 52' 46.612" N	1° 26' 20.371" E
274	51° 52' 47.609" N	1° 26' 20.979" E
275	51° 52' 48.604" N	1° 26' 21.615" E
276	51° 52' 49.592" N	1° 26' 22.277" E
277	51° 52' 50.570" N	1° 26' 22.963" E
278	51° 52' 50.591" N	1° 26' 22.978" E
279	51° 52' 51.554" N	1° 26' 23.684" E
280	51° 52' 52.513" N	1° 26' 24.418" E
281	51° 52' 53.465" N	1° 26' 25.176" E
282	51° 52' 54.406" N	1° 26' 25.957" E
283	51° 49' 9.392" N	1° 14' 11.869" E
284	51° 49' 9.387" N	1° 14' 11.910" E
285	51° 49' 9.386" N	1° 14' 11.923" E
286	51° 49' 9.384" N	1° 14' 11.942" E
287	51° 49' 9.377" N	1° 14' 12.012" E
288	51° 49' 9.358" N	1° 14' 12.213" E
289	51° 49' 9.355" N	1° 14' 12.243" E
290	51° 49' 9.268" N	1° 14' 13.120" E
291	51° 49' 9.265" N	1° 14' 13.151" E
292	51° 49' 8.819" N	1° 14' 17.679" E
293	51° 49' 19.660" N	1° 14' 52.180" E
294	51° 49' 20.745" N	1° 14' 55.635" E
295	51° 49' 20.788" N	1° 14' 57.190" E

296	51° 49' 21.395" N	1° 15' 19.103" E
297	51° 49' 21.456" N	1° 15' 21.299" E
298	51° 49' 21.987" N	1° 15' 40.506" E
299	51° 49' 23.084" N	1° 16' 18.402" E
300	51° 49' 23.097" N	1° 16' 18.835" E
301	51° 49' 23.465" N	1° 16' 31.584" E
302	51° 49' 23.517" N	1° 16' 33.402" E
303	51° 49' 23.582" N	1° 16' 35.629" E
304	51° 49' 23.701" N	1° 16' 39.784" E
305	51° 49' 23.704" N	1° 16' 39.941" E
306	51° 49' 23.708" N	1° 16' 40.204" E
307	51° 49' 23.708" N	1° 16' 40.270" E
308	51° 49' 23.714" N	1° 16' 40.671" E
309	51° 49' 23.747" N	1° 16' 42.903" E
310	51° 49' 23.821" N	1° 16' 45.418" E
311	51° 49' 24.108" N	1° 16' 55.168" E
312	51° 49' 24.130" N	1° 16' 55.910" E
313	51° 49' 24.205" N	1° 16' 58.472" E
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315	51° 49' 24.701" N	1° 17' 15.343" E
316	51° 49' 24.824" N	1° 17' 19.510" E
317	51° 49' 24.846" N	1° 17' 20.286" E
318	51° 49' 24.862" N	1° 17' 20.810" E
319	51° 49' 25.292" N	1° 17' 35.476" E
320	51° 49' 25.368" N	1° 17' 38.082" E
321	51° 49' 25.400" N	1° 17' 39.173" E
322	51° 49' 26.177" N	1° 18' 5.696" E
323	51° 49' 26.227" N	1° 18' 7.413" E
324	51° 49' 26.498" N	1° 18' 16.672" E
325	51° 49' 26.890" N	1° 18' 30.099" E
326	51° 49' 27.018" N	1° 18' 34.473" E
327	51° 49' 27.805" N	1° 19' 1.476" E
328	51° 49' 27.907" N	1° 19' 4.977" E
329	51° 49' 28.764" N	1° 19' 34.440" E
330	51° 49' 28.771" N	1° 19' 34.687" E
331	51° 49' 29.125" N	1° 19' 46.867" E
332	51° 49' 29.382" N	1° 19' 55.742" E
333	51° 49' 33.283" N	1° 20' 7.402" E
334	51° 49' 33.823" N	1° 20' 9.016" E
335	51° 49' 38.077" N	1° 20' 21.737" E
336	51° 49' 38.448" N	1° 20' 22.847" E
337	51° 49' 42.698" N	1° 20' 35.554" E
338	51° 49' 43.966" N	1° 20' 39.345" E
339	51° 49' 48.421" N	1° 20' 52.668" E
340	51° 49' 51.784" N	1° 21' 2.729" E
341	51° 49' 54.701" N	1° 21' 11.455" E
342	51° 49' 57.845" N	1° 21' 20.863" E
343	51° 50' 0.847" N	1° 21' 29.842" E
344	51° 50' 4.309" N	1° 21' 40.203" E
345	51° 50' 8.875" N	1° 21' 53.869" E

346	51° 50' 10.761" N	1° 21' 59.513" E
347	51° 50' 10.860" N	1° 21' 59.811" E
348	51° 50' 15.972" N	1° 22' 15.111" E
349	51° 50' 17.271" N	1° 22' 19.001" E
350	51° 50' 22.109" N	1° 22' 33.486" E
351	51° 50' 24.315" N	1° 22' 40.093" E
352	51° 50' 28.198" N	1° 22' 51.721" E
353	51° 50' 28.998" N	1° 22' 54.116" E
354	51° 50' 30.002" N	1° 22' 57.124" E
355	51° 50' 32.425" N	1° 23' 4.382" E
356	51° 50' 32.451" N	1° 23' 4.460" E
357	51° 50' 34.049" N	1° 23' 9.246" E
358	51° 50' 34.613" N	1° 23' 10.938" E
359	51° 50' 37.704" N	1° 23' 20.196" E
360	51° 50' 37.802" N	1° 23' 20.490" E
361	51° 50' 39.005" N	1° 23' 24.093" E
362	51° 50' 40.050" N	1° 23' 27.224" E
363	51° 50' 40.830" N	1° 23' 29.561" E
364	51° 50' 43.106" N	1° 23' 36.381" E
365	51° 50' 45.481" N	1° 23' 43.498" E
366	51° 50' 45.640" N	1° 23' 43.975" E
367	51° 50' 45.902" N	1° 23' 44.761" E
368	51° 50' 48.913" N	1° 23' 53.783" E
369	51° 50' 50.644" N	1° 23' 58.971" E
370	51° 50' 50.831" N	1° 23' 59.533" E
371	51° 50' 52.115" N	1° 24' 3.382" E
372	51° 50' 52.996" N	1° 24' 6.022" E
373	51° 50' 56.039" N	1° 24' 15.143" E
374	51° 50' 57.581" N	1° 24' 19.766" E
375	51° 50' 59.132" N	1° 24' 24.416" E
376	51° 51' 1.498" N	1° 24' 31.509" E
377	51° 51' 2.366" N	1° 24' 34.113" E
378	51° 51' 5.837" N	1° 24' 44.520" E
379	51° 51' 6.109" N	1° 24' 45.335" E
380	51° 51' 6.210" N	1° 24' 45.637" E
381	51° 51' 6.432" N	1° 24' 46.304" E
382	51° 51' 6.509" N	1° 24' 46.537" E
383	51° 51' 7.258" N	1° 24' 48.780" E
384	51° 51' 7.307" N	1° 24' 48.929" E
385	51° 51' 7.403" N	1° 24' 49.215" E
386	51° 51' 7.410" N	1° 24' 49.238" E
387	51° 51' 20.292" N	1° 25' 27.876" E
388	51° 51' 20.293" N	1° 25' 27.878" E
389	51° 51' 50.695" N	1° 26' 3.601" E
390	51° 52' 0.191" N	1° 26' 6.120" E
391	51° 52' 15.034" N	1° 26' 10.057" E
392	51° 52' 15.051" N	1° 26' 10.062" E
393	51° 52' 17.195" N	1° 26' 10.631" E
394	51° 52' 17.863" N	1° 26' 10.808" E
395	51° 52' 29.683" N	1° 26' 13.944" E

396	51° 52' 34.386" N	1° 26' 15.192" E
397	51° 52' 34.436" N	1° 26' 15.205" E
398	51° 52' 34.591" N	1° 26' 15.247" E
399	51° 52' 35.322" N	1° 26' 15.448" E
400	51° 52' 36.051" N	1° 26' 15.664" E
401	51° 52' 36.090" N	1° 26' 15.676" E
402	51° 52' 37.307" N	1° 26' 16.066" E
403	51° 52' 38.523" N	1° 26' 16.494" E
404	51° 52' 39.730" N	1° 26' 16.958" E
405	51° 52' 39.751" N	1° 26' 16.967" E
406	51° 52' 40.975" N	1° 26' 17.478" E
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444	51° 49' 23.582" N	1° 16' 35.629" E
445	51° 49' 23.701" N	1° 16' 39.784" E

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449	51° 49' 23.714" N	1° 16' 40.671" E
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455	51° 49' 24.622" N	1° 17' 12.644" E
456	51° 49' 24.701" N	1° 17' 15.343" E
457	51° 49' 24.824" N	1° 17' 19.510" E
458	51° 49' 24.846" N	1° 17' 20.286" E
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465	51° 49' 26.498" N	1° 18' 16.672" E
466	51° 49' 26.890" N	1° 18' 30.099" E
467	51° 49' 27.018" N	1° 18' 34.473" E
468	51° 49' 27.805" N	1° 19' 1.476" E
469	51° 49' 27.907" N	1° 19' 4.977" E
470	51° 49' 28.764" N	1° 19' 34.440" E
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472	51° 49' 29.125" N	1° 19' 46.867" E
473	51° 49' 29.382" N	1° 19' 55.742" E
474	51° 49' 33.283" N	1° 20' 7.402" E
475	51° 49' 33.823" N	1° 20' 9.016" E
476	51° 49' 38.077" N	1° 20' 21.737" E
477	51° 49' 38.448" N	1° 20' 22.847" E
478	51° 49' 42.698" N	1° 20' 35.554" E
479	51° 49' 43.966" N	1° 20' 39.345" E
480	51° 49' 48.421" N	1° 20' 52.668" E
481	51° 49' 51.784" N	1° 21' 2.729" E
482	51° 49' 54.701" N	1° 21' 11.455" E
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486	51° 50' 8.875" N	1° 21' 53.869" E
487	51° 50' 10.761" N	1° 21' 59.513" E
488	51° 50' 10.860" N	1° 21' 59.811" E
489	51° 50' 15.972" N	1° 22' 15.111" E
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491	51° 50' 22.109" N	1° 22' 33.486" E
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582	51° 49' 23.097" N	1° 16' 18.835" E
583	51° 49' 23.465" N	1° 16' 31.584" E
584	51° 49' 23.517" N	1° 16' 33.402" E
585	51° 49' 23.582" N	1° 16' 35.629" E
586	51° 49' 23.701" N	1° 16' 39.784" E
587	51° 49' 23.704" N	1° 16' 39.941" E
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605	51° 49' 26.227" N	1° 18' 7.413" E
606	51° 49' 26.498" N	1° 18' 16.672" E
607	51° 49' 26.890" N	1° 18' 30.099" E
608	51° 49' 27.018" N	1° 18' 34.473" E
609	51° 49' 27.805" N	1° 19' 1.476" E
610	51° 49' 27.907" N	1° 19' 4.977" E
611	51° 49' 28.764" N	1° 19' 34.440" E
612	51° 49' 28.771" N	1° 19' 34.687" E
613	51° 49' 29.125" N	1° 19' 46.867" E
614	51° 49' 29.382" N	1° 19' 55.742" E
615	51° 49' 33.283" N	1° 20' 7.402" E
616	51° 49' 33.823" N	1° 20' 9.016" E
617	51° 49' 38.077" N	1° 20' 21.737" E
618	51° 49' 38.448" N	1° 20' 22.847" E
619	51° 49' 42.698" N	1° 20' 35.554" E
620	51° 49' 43.966" N	1° 20' 39.345" E
621	51° 49' 48.421" N	1° 20' 52.668" E
622	51° 49' 51.784" N	1° 21' 2.729" E
623	51° 49' 54.701" N	1° 21' 11.455" E
624	51° 49' 57.845" N	1° 21' 20.863" E
625	51° 50' 0.847" N	1° 21' 29.842" E
626	51° 50' 4.309" N	1° 21' 40.203" E
627	51° 50' 8.875" N	1° 21' 53.869" E
628	51° 50' 10.761" N	1° 21' 59.513" E
629	51° 50' 10.860" N	1° 21' 59.811" E
630	51° 50' 15.972" N	1° 22' 15.111" E
631	51° 50' 17.271" N	1° 22' 19.001" E
632	51° 50' 22.109" N	1° 22' 33.486" E
633	51° 50' 24.315" N	1° 22' 40.093" E
634	51° 50' 28.198" N	1° 22' 51.721" E
635	51° 50' 28.998" N	1° 22' 54.116" E
636	51° 50' 30.002" N	1° 22' 57.124" E
637	51° 50' 32.425" N	1° 23' 4.382" E
638	51° 50' 32.451" N	1° 23' 4.460" E
639	51° 50' 34.049" N	1° 23' 9.246" E
640	51° 50' 34.613" N	1° 23' 10.938" E
641	51° 50' 37.704" N	1° 23' 20.196" E
642	51° 50' 37.802" N	1° 23' 20.490" E
643	51° 50' 39.005" N	1° 23' 24.093" E
644	51° 50' 40.050" N	1° 23' 27.224" E
645	51° 50' 40.830" N	1° 23' 29.561" E

646	51° 50' 43.106" N	1° 23' 36.381" E
647	51° 50' 45.481" N	1° 23' 43.498" E
648	51° 50' 45.640" N	1° 23' 43.975" E
649	51° 50' 45.902" N	1° 23' 44.761" E
650	51° 50' 48.913" N	1° 23' 53.783" E
651	51° 50' 50.644" N	1° 23' 58.971" E
652	51° 50' 50.831" N	1° 23' 59.533" E
653	51° 50' 52.115" N	1° 24' 3.382" E
654	51° 50' 52.996" N	1° 24' 6.022" E
655	51° 50' 56.039" N	1° 24' 15.143" E
656	51° 50' 57.581" N	1° 24' 19.766" E
657	51° 50' 59.132" N	1° 24' 24.416" E
658	51° 51' 1.498" N	1° 24' 31.509" E
659	51° 51' 2.366" N	1° 24' 34.113" E
660	51° 51' 5.837" N	1° 24' 44.520" E
661	51° 51' 6.109" N	1° 24' 45.335" E
662	51° 51' 6.210" N	1° 24' 45.637" E
663	51° 47' 37.877" N	1° 52' 7.951" E
664	51° 47' 37.913" N	1° 52' 8.077" E
665	51° 47' 45.229" N	1° 52' 33.164" E
666	51° 47' 46.700" N	1° 52' 38.210" E
667	51° 47' 49.271" N	1° 52' 47.029" E
668	51° 47' 49.679" N	1° 52' 48.430" E
669	51° 48' 1.707" N	1° 53' 29.699" E
670	51° 48' 11.740" N	1° 54' 4.140" E
671	51° 48' 17.684" N	1° 54' 24.551" E
672	51° 48' 27.495" N	1° 54' 58.254" E
673	51° 48' 41.575" N	1° 55' 46.640" E
674	51° 48' 44.128" N	1° 55' 55.419" E
675	51° 49' 0.860" N	1° 56' 52.961" E
676	51° 49' 2.032" N	1° 56' 56.994" E
677	51° 49' 16.966" N	1° 57' 48.388" E
678	51° 49' 32.164" N	1° 58' 40.724" E
679	51° 49' 36.897" N	1° 58' 57.029" E
680	51° 49' 47.730" N	1° 59' 34.359" E
681	51° 49' 47.957" N	1° 59' 35.177" E
682	51° 49' 47.967" N	1° 59' 35.216" E
683	51° 49' 48.155" N	1° 59' 35.956" E
684	51° 49' 48.486" N	1° 59' 37.318" E
685	51° 49' 48.573" N	1° 59' 37.615" E
686	51° 49' 48.868" N	1° 59' 38.474" E
687	51° 49' 49.044" N	1° 59' 39.000" E
688	51° 49' 49.055" N	1° 59' 39.032" E
689	51° 49' 49.294" N	1° 59' 39.796" E
690	51° 49' 49.612" N	1° 59' 40.853" E
691	51° 49' 49.990" N	1° 59' 42.081" E
692	51° 49' 50.118" N	1° 59' 42.504" E
693	51° 49' 50.127" N	1° 59' 42.536" E
694	51° 49' 50.376" N	1° 59' 43.422" E
695	51° 49' 53.753" N	1° 59' 56.060" E

696	51° 49' 53.782" N	1° 59' 56.167" E
697	51° 49' 53.804" N	1° 59' 56.250" E
698	51° 49' 53.862" N	1° 59' 56.471" E
699	51° 49' 54.054" N	1° 59' 57.216" E
700	51° 49' 54.205" N	1° 59' 57.821" E
701	51° 49' 54.386" N	1° 59' 58.572" E
702	51° 49' 54.427" N	1° 59' 58.743" E
703	51° 49' 54.459" N	1° 59' 58.881" E
704	51° 49' 59.279" N	2° 0' 19.652" E
705	51° 50' 10.339" N	2° 1' 7.330" E
706	51° 50' 16.741" N	2° 1' 34.943" E
707	51° 50' 20.726" N	2° 1' 52.133" E
708	51° 50' 21.415" N	2° 1' 55.108" E
709	51° 50' 26.665" N	2° 2' 17.765" E
710	51° 50' 29.544" N	2° 2' 30.192" E
711	51° 50' 31.922" N	2° 2' 40.457" E
712	51° 50' 33.556" N	2° 2' 47.515" E
713	51° 50' 34.987" N	2° 2' 53.694" E
714	51° 50' 36.559" N	2° 3' 0.484" E
715	51° 50' 36.717" N	2° 3' 1.180" E
716	51° 50' 36.741" N	2° 3' 1.287" E
717	51° 50' 36.746" N	2° 3' 1.311" E
718	51° 50' 37.010" N	2° 3' 2.562" E
719	51° 50' 37.017" N	2° 3' 2.593" E
720	51° 50' 37.262" N	2° 3' 3.854" E
721	51° 50' 37.267" N	2° 3' 3.886" E
722	51° 50' 37.492" N	2° 3' 5.157" E
723	51° 50' 37.498" N	2° 3' 5.189" E
724	51° 50' 37.703" N	2° 3' 6.468" E
725	51° 50' 37.707" N	2° 3' 6.500" E
726	51° 50' 37.892" N	2° 3' 7.788" E
727	51° 50' 37.896" N	2° 3' 7.815" E
728	51° 50' 38.015" N	2° 3' 8.734" E
729	51° 50' 38.018" N	2° 3' 8.760" E
730	51° 50' 38.167" N	2° 3' 10.048" E
731	51° 50' 38.171" N	2° 3' 10.081" E
732	51° 50' 38.175" N	2° 3' 10.130" E
733	51° 50' 38.180" N	2° 3' 10.173" E
734	51° 50' 38.184" N	2° 3' 10.208" E
735	51° 50' 38.222" N	2° 3' 10.596" E
736	51° 50' 38.299" N	2° 3' 11.373" E
737	51° 50' 38.302" N	2° 3' 11.405" E
738	51° 50' 38.312" N	2° 3' 11.522" E
739	51° 50' 38.322" N	2° 3' 11.624" E
740	51° 50' 38.325" N	2° 3' 11.660" E
741	51° 50' 38.358" N	2° 3' 12.076" E
742	51° 50' 38.411" N	2° 3' 12.702" E
743	51° 50' 38.413" N	2° 3' 12.735" E
744	51° 50' 38.426" N	2° 3' 12.920" E
745	51° 50' 38.439" N	2° 3' 13.082" E

746	51° 50' 38.441" N	2° 3' 13.114" E
747	51° 50' 38.475" N	2° 3' 13.642" E
748	51° 50' 38.502" N	2° 3' 14.036" E
749	51° 50' 38.504" N	2° 3' 14.069" E
750	51° 50' 38.510" N	2° 3' 14.190" E
751	51° 50' 38.519" N	2° 3' 14.324" E
752	51° 50' 38.521" N	2° 3' 14.354" E
753	51° 50' 38.542" N	2° 3' 14.830" E
754	51° 50' 38.551" N	2° 3' 14.966" E
755	51° 50' 38.555" N	2° 3' 15.056" E
756	51° 50' 38.572" N	2° 3' 15.373" E
757	51° 50' 38.574" N	2° 3' 15.406" E
758	51° 50' 38.576" N	2° 3' 15.481" E
759	51° 50' 38.581" N	2° 3' 15.565" E
760	51° 50' 38.582" N	2° 3' 15.596" E
761	51° 50' 38.608" N	2° 3' 16.342" E
762	51° 50' 38.622" N	2° 3' 16.712" E
763	51° 50' 38.623" N	2° 3' 16.745" E
764	51° 50' 38.623" N	2° 3' 16.775" E
765	51° 50' 38.624" N	2° 3' 16.809" E
766	51° 50' 38.625" N	2° 3' 16.840" E
767	51° 50' 38.651" N	2° 3' 18.065" E
768	51° 50' 38.655" N	2° 3' 18.489" E
769	51° 50' 38.656" N	2° 3' 18.578" E
770	51° 50' 38.657" N	2° 3' 19.772" E
771	51° 50' 38.656" N	2° 3' 19.802" E
772	51° 50' 38.641" N	2° 3' 20.985" E
773	51° 50' 38.640" N	2° 3' 21.015" E
774	51° 50' 38.607" N	2° 3' 22.197" E
775	51° 50' 38.606" N	2° 3' 22.226" E
776	51° 50' 38.557" N	2° 3' 23.407" E
777	51° 50' 38.556" N	2° 3' 23.437" E
778	51° 50' 38.490" N	2° 3' 24.616" E
779	51° 50' 38.488" N	2° 3' 24.653" E
780	51° 50' 38.276" N	2° 3' 27.340" E
781	51° 50' 38.272" N	2° 3' 27.380" E
782	51° 50' 38.224" N	2° 3' 27.864" E
783	51° 50' 37.806" N	2° 3' 36.385" E
784	51° 50' 37.492" N	2° 3' 42.790" E
785	51° 50' 33.090" N	2° 5' 12.302" E
786	51° 50' 32.312" N	2° 5' 28.069" E
787	51° 50' 31.186" N	2° 5' 50.882" E
788	51° 50' 30.593" N	2° 6' 2.889" E
789	51° 50' 30.521" N	2° 6' 4.346" E
790	51° 50' 30.268" N	2° 6' 9.467" E
791	51° 50' 30.235" N	2° 6' 10.130" E
792	51° 50' 30.217" N	2° 6' 10.494" E
793	51° 50' 30.166" N	2° 6' 11.521" E
794	51° 50' 33.603" N	2° 6' 14.130" E
795	51° 50' 36.550" N	2° 6' 16.368" E

796	51° 52' 33.720" N	2° 7' 45.410" E
797	51° 54' 43.233" N	2° 8' 59.504" E
798	51° 54' 50.821" N	2° 8' 33.527" E
799	51° 54' 54.274" N	2° 8' 21.703" E
800	51° 54' 59.225" N	2° 8' 4.749" E
801	51° 55' 9.316" N	2° 6' 37.670" E
802	51° 55' 9.433" N	2° 6' 36.665" E
803	51° 55' 9.459" N	2° 6' 36.439" E
804	51° 54' 47.970" N	2° 5' 21.542" E
805	51° 54' 47.970" N	2° 5' 21.543" E
806	51° 54' 47.971" N	2° 5' 21.543" E
807	51° 54' 49.412" N	2° 5' 22.194" E
808	51° 54' 49.412" N	2° 5' 22.195" E
809	51° 55' 5.880" N	2° 5' 29.641" E
810	51° 57' 15.660" N	2° 6' 16.679" E
811	51° 59' 17.250" N	2° 6' 11.506" E
812	51° 59' 17.251" N	2° 6' 11.506" E
813	52° 0' 1.310" N	2° 9' 30.624" E
814	52° 0' 1.310" N	2° 9' 30.625" E
815	52° 0' 1.310" N	2° 9' 30.626" E
816	52° 0' 1.310" N	2° 9' 30.627" E
817	52° 0' 1.310" N	2° 9' 30.628" E
818	52° 0' 0.938" N	2° 9' 32.595" E
819	51° 58' 25.043" N	2° 17' 59.266" E
820	51° 58' 8.256" N	2° 17' 0.002" E
821	51° 56' 37.354" N	2° 11' 42.892" E
822	51° 56' 37.331" N	2° 11' 42.811" E
823	51° 56' 37.331" N	2° 11' 42.810" E
824	51° 56' 33.924" N	2° 11' 41.629" E
825	51° 56' 6.546" N	2° 11' 32.142" E
826	51° 55' 51.465" N	2° 11' 26.917" E
827	51° 54' 32.426" N	2° 9' 48.834" E
828	51° 52' 22.921" N	2° 8' 34.705" E
829	51° 51' 35.830" N	2° 8' 7.781" E
830	51° 50' 48.737" N	2° 7' 40.873" E
831	51° 51' 5.834" N	2° 8' 55.087" E
832	51° 51' 6.315" N	2° 8' 57.176" E
833	51° 51' 8.472" N	2° 9' 6.545" E
834	51° 51' 8.645" N	2° 9' 7.269" E
835	51° 51' 15.516" N	2° 9' 37.145" E
836	51° 51' 0.346" N	2° 9' 46.248" E
837	51° 51' 9.825" N	2° 10' 27.448" E
838	51° 51' 10.085" N	2° 10' 28.577" E
839	51° 51' 10.334" N	2° 10' 29.488" E
840	51° 51' 10.561" N	2° 10' 30.415" E
841	51° 51' 10.764" N	2° 10' 31.357" E
842	51° 51' 10.943" N	2° 10' 32.310" E
843	51° 51' 11.100" N	2° 10' 33.285" E
844	51° 51' 11.232" N	2° 10' 34.270" E
845	51° 51' 11.339" N	2° 10' 35.262" E

846	51° 51' 11.421" N	2° 10' 36.261" E
847	51° 51' 11.478" N	2° 10' 37.264" E
848	51° 51' 11.509" N	2° 10' 38.271" E
849	51° 51' 11.514" N	2° 10' 39.278" E
850	51° 51' 11.494" N	2° 10' 40.285" E
851	51° 51' 11.449" N	2° 10' 41.290" E
852	51° 51' 11.378" N	2° 10' 42.291" E
853	51° 51' 11.282" N	2° 10' 43.286" E
854	51° 51' 11.161" N	2° 10' 44.274" E
855	51° 51' 11.015" N	2° 10' 45.254" E
856	51° 51' 10.844" N	2° 10' 46.223" E
857	51° 51' 10.649" N	2° 10' 47.180" E
858	51° 51' 10.429" N	2° 10' 48.123" E
859	51° 51' 10.186" N	2° 10' 49.051" E
860	51° 51' 9.920" N	2° 10' 49.962" E
861	51° 51' 9.631" N	2° 10' 50.855" E
862	51° 51' 9.320" N	2° 10' 51.728" E
863	51° 51' 8.986" N	2° 10' 52.579" E
864	51° 51' 8.632" N	2° 10' 53.408" E
865	51° 51' 8.256" N	2° 10' 54.213" E
866	51° 51' 7.861" N	2° 10' 54.992" E
867	51° 51' 7.446" N	2° 10' 55.745" E
868	51° 51' 7.013" N	2° 10' 56.470" E
869	51° 51' 6.561" N	2° 10' 57.165" E
870	51° 51' 6.093" N	2° 10' 57.830" E
871	51° 51' 5.608" N	2° 10' 58.464" E
872	51° 51' 5.107" N	2° 10' 59.065" E
873	51° 51' 4.591" N	2° 10' 59.632" E
874	51° 51' 4.062" N	2° 11' 0.165" E
875	51° 51' 3.520" N	2° 11' 0.662" E
876	51° 51' 2.965" N	2° 11' 1.124" E
877	51° 51' 2.884" N	2° 11' 1.184" E
878	51° 51' 2.399" N	2° 11' 1.548" E
879	51° 51' 1.823" N	2° 11' 1.935" E
880	51° 51' 1.237" N	2° 11' 2.283" E
881	51° 51' 0.645" N	2° 11' 2.591" E
882	51° 51' 2.081" N	2° 11' 8.837" E
883	51° 47' 17.653" N	2° 10' 35.576" E
884	51° 45' 50.900" N	2° 4' 20.399" E
885	51° 45' 15.142" N	2° 3' 48.280" E
886	51° 44' 57.718" N	2° 2' 53.135" E
887	51° 44' 55.357" N	2° 2' 47.506" E
888	51° 47' 6.900" N	2° 3' 12.481" E
889	51° 49' 25.968" N	2° 3' 25.319" E
890	51° 49' 27.952" N	2° 3' 25.557" E
891	51° 49' 30.530" N	2° 3' 25.867" E
892	51° 49' 30.217" N	2° 3' 24.600" E
893	51° 49' 30.365" N	2° 3' 24.538" E
894	51° 49' 34.213" N	2° 3' 21.387" E
895	51° 49' 34.687" N	2° 3' 20.998" E

896	51° 49' 35.161" N	2° 3' 20.610" E
897	51° 49' 45.500" N	2° 3' 12.143" E
898	51° 50' 0.191" N	2° 3' 0.109" E
899	51° 50' 0.089" N	2° 2' 59.669" E
900	51° 49' 57.712" N	2° 2' 49.406" E
901	51° 49' 38.510" N	2° 1' 26.557" E
902	51° 49' 36.448" N	2° 1' 17.662" E
903	51° 49' 22.670" N	2° 0' 18.278" E
904	51° 49' 22.604" N	2° 0' 18.004" E
905	51° 49' 22.534" N	2° 0' 17.732" E
906	51° 49' 19.356" N	2° 0' 5.841" E
907	51° 49' 19.147" N	2° 0' 5.161" E
908	51° 49' 19.073" N	2° 0' 4.917" E
909	51° 49' 18.923" N	2° 0' 4.420" E
910	51° 49' 18.786" N	2° 0' 4.021" E
911	51° 49' 18.764" N	2° 0' 3.956" E
912	51° 49' 18.647" N	2° 0' 3.608" E
913	51° 49' 18.372" N	2° 0' 2.774" E
914	51° 49' 18.182" N	2° 0' 2.180" E
915	51° 49' 18.173" N	2° 0' 2.151" E
916	51° 49' 17.995" N	2° 0' 1.561" E
917	51° 49' 17.487" N	1° 59' 59.816" E
918	51° 49' 17.267" N	1° 59' 59.027" E
919	51° 49' 17.257" N	1° 59' 58.988" E
920	51° 49' 17.053" N	1° 59' 58.188" E
921	51° 49' 16.718" N	1° 59' 56.808" E
922	51° 49' 6.121" N	1° 59' 20.291" E
923	51° 48' 50.765" N	1° 58' 27.398" E
924	51° 48' 47.492" N	1° 58' 16.131" E
925	51° 48' 30.091" N	1° 57' 16.241" E
926	51° 48' 16.973" N	1° 56' 31.123" E
927	51° 48' 13.362" N	1° 56' 18.707" E
928	51° 47' 48.067" N	1° 54' 51.783" E
929	51° 47' 40.980" N	1° 54' 27.445" E
930	51° 47' 30.948" N	1° 53' 53.008" E
931	51° 47' 30.494" N	1° 53' 51.448" E
932	51° 47' 18.924" N	1° 53' 11.745" E
933	51° 47' 15.945" N	1° 53' 1.527" E
934	51° 47' 7.160" N	1° 52' 31.398" E
935	51° 47' 7.137" N	1° 52' 31.321" E
936	51° 46' 52.976" N	1° 51' 43.249" E
937	51° 46' 47.835" N	1° 51' 25.804" E
938	51° 46' 47.631" N	1° 51' 25.112" E
939	51° 46' 38.597" N	1° 50' 56.670" E
940	51° 46' 37.209" N	1° 50' 52.300" E
941	51° 46' 13.109" N	1° 49' 34.270" E
942	51° 45' 57.292" N	1° 49' 37.441" E
943	51° 45' 57.275" N	1° 49' 37.217" E
944	51° 45' 57.247" N	1° 49' 36.754" E
945	51° 45' 57.219" N	1° 49' 36.212" E

946	51° 45' 57.201" N	1° 49' 35.747" E
947	51° 45' 57.187" N	1° 49' 35.203" E
948	51° 45' 57.180" N	1° 49' 34.738" E
949	51° 45' 57.180" N	1° 49' 34.191" E
950	51° 45' 57.183" N	1° 49' 33.729" E
951	51° 45' 57.196" N	1° 49' 33.178" E
952	51° 45' 57.211" N	1° 49' 32.722" E
953	51° 45' 57.238" N	1° 49' 32.164" E
954	51° 45' 57.262" N	1° 49' 31.717" E
955	51° 45' 57.304" N	1° 49' 31.147" E
956	51° 45' 57.337" N	1° 49' 30.716" E
957	51° 45' 57.396" N	1° 49' 30.122" E
958	51° 45' 57.437" N	1° 49' 29.721" E
959	51° 45' 57.518" N	1° 49' 29.066" E
960	51° 45' 57.560" N	1° 49' 28.733" E
961	51° 45' 57.706" N	1° 49' 27.754" E
962	51° 46' 0.800" N	1° 49' 8.743" E
963	51° 46' 26.142" N	1° 46' 32.786" E
964	51° 46' 26.789" N	1° 46' 28.801" E
965	51° 46' 47.984" N	1° 44' 18.049" E
966	51° 46' 48.141" N	1° 44' 17.144" E
967	51° 46' 48.319" N	1° 44' 16.248" E
968	51° 46' 48.516" N	1° 44' 15.364" E
969	51° 46' 48.733" N	1° 44' 14.491" E
970	51° 46' 48.970" N	1° 44' 13.632" E
971	51° 46' 51.902" N	1° 44' 3.472" E
972	51° 46' 52.500" N	1° 44' 1.398" E
973	51° 46' 59.984" N	1° 43' 35.460" E
974	51° 47' 0.260" N	1° 43' 34.549" E
975	51° 47' 0.558" N	1° 43' 33.655" E
976	51° 47' 0.877" N	1° 43' 32.782" E
977	51° 47' 1.218" N	1° 43' 31.929" E
978	51° 47' 1.578" N	1° 43' 31.097" E
979	51° 47' 1.958" N	1° 43' 30.290" E
980	51° 47' 2.358" N	1° 43' 29.506" E
981	51° 47' 7.527" N	1° 43' 19.758" E
982	51° 47' 7.926" N	1° 43' 19.034" E
983	51° 47' 8.341" N	1° 43' 18.334" E
984	51° 47' 8.772" N	1° 43' 17.659" E
985	51° 47' 9.218" N	1° 43' 17.010" E
986	51° 47' 9.679" N	1° 43' 16.389" E
987	51° 47' 10.154" N	1° 43' 15.796" E
988	51° 47' 10.642" N	1° 43' 15.231" E
989	51° 47' 11.143" N	1° 43' 14.696" E
990	51° 47' 19.248" N	1° 43' 6.385" E
991	51° 47' 19.785" N	1° 43' 5.858" E
992	51° 47' 20.334" N	1° 43' 5.365" E
993	51° 47' 20.894" N	1° 43' 4.907" E
994	51° 47' 21.465" N	1° 43' 4.484" E
995	51° 47' 22.046" N	1° 43' 4.097" E

996	51° 47' 22.636" N	1° 43' 3.747" E
997	51° 47' 23.233" N	1° 43' 3.434" E
998	51° 47' 23.838" N	1° 43' 3.159" E
999	51° 47' 24.449" N	1° 43' 2.921" E
1000	51° 47' 25.065" N	1° 43' 2.722" E
1001	51° 55' 9.316" N	2° 6' 37.670" E
1002	51° 55' 9.433" N	2° 6' 36.665" E
1003	51° 55' 9.459" N	2° 6' 36.439" E
1004	51° 54' 47.970" N	2° 5' 21.542" E
1005	51° 54' 47.970" N	2° 5' 21.543" E
1006	51° 54' 47.971" N	2° 5' 21.543" E
1007	51° 54' 49.412" N	2° 5' 22.194" E
1008	51° 54' 49.412" N	2° 5' 22.195" E
1009	51° 55' 5.880" N	2° 5' 29.641" E
1010	51° 57' 15.660" N	2° 6' 16.679" E
1011	51° 59' 17.250" N	2° 6' 11.506" E
1012	51° 59' 17.251" N	2° 6' 11.506" E
1013	52° 0' 1.310" N	2° 9' 30.624" E
1014	52° 0' 1.310" N	2° 9' 30.625" E
1015	52° 0' 1.310" N	2° 9' 30.626" E
1016	52° 0' 1.310" N	2° 9' 30.627" E
1017	52° 0' 1.310" N	2° 9' 30.628" E
1018	52° 0' 0.938" N	2° 9' 32.595" E
1019	51° 58' 25.043" N	2° 17' 59.266" E
1020	51° 58' 8.256" N	2° 17' 0.002" E
1021	51° 56' 37.354" N	2° 11' 42.892" E
1022	51° 56' 37.331" N	2° 11' 42.811" E
1023	51° 56' 37.331" N	2° 11' 42.810" E
1024	51° 56' 33.924" N	2° 11' 41.629" E
1025	51° 56' 6.546" N	2° 11' 32.142" E
1026	51° 55' 51.465" N	2° 11' 26.917" E
1027	51° 54' 32.426" N	2° 9' 48.834" E
1028	51° 52' 22.921" N	2° 8' 34.705" E
1029	51° 51' 35.830" N	2° 8' 7.781" E
1030	51° 50' 48.737" N	2° 7' 40.873" E
1031	51° 51' 5.834" N	2° 8' 55.087" E
1032	51° 51' 6.315" N	2° 8' 57.176" E
1033	51° 51' 8.472" N	2° 9' 6.545" E
1034	51° 51' 8.645" N	2° 9' 7.269" E
1035	51° 51' 15.516" N	2° 9' 37.145" E
1036	51° 51' 0.346" N	2° 9' 46.248" E
1037	51° 51' 9.825" N	2° 10' 27.448" E
1038	51° 51' 10.085" N	2° 10' 28.577" E
1039	51° 51' 10.334" N	2° 10' 29.488" E
1040	51° 51' 10.561" N	2° 10' 30.415" E
1041	51° 51' 10.764" N	2° 10' 31.357" E
1042	51° 51' 10.943" N	2° 10' 32.310" E
1043	51° 51' 11.100" N	2° 10' 33.285" E
1044	51° 51' 11.232" N	2° 10' 34.270" E
1045	51° 51' 11.339" N	2° 10' 35.262" E

1046	51° 51' 11.421" N	2° 10' 36.261" E
1047	51° 51' 11.478" N	2° 10' 37.264" E
1048	51° 51' 11.509" N	2° 10' 38.271" E
1049	51° 51' 11.514" N	2° 10' 39.278" E
1050	51° 51' 11.494" N	2° 10' 40.285" E
1051	51° 51' 11.449" N	2° 10' 41.290" E
1052	51° 51' 11.378" N	2° 10' 42.291" E
1053	51° 51' 11.282" N	2° 10' 43.286" E
1054	51° 51' 11.161" N	2° 10' 44.274" E
1055	51° 51' 11.015" N	2° 10' 45.254" E
1056	51° 51' 10.844" N	2° 10' 46.223" E
1057	51° 51' 10.649" N	2° 10' 47.180" E
1058	51° 51' 10.429" N	2° 10' 48.123" E
1059	51° 51' 10.186" N	2° 10' 49.051" E
1060	51° 51' 9.920" N	2° 10' 49.962" E
1061	51° 51' 9.631" N	2° 10' 50.855" E
1062	51° 51' 9.320" N	2° 10' 51.728" E
1063	51° 51' 8.986" N	2° 10' 52.579" E
1064	51° 51' 8.632" N	2° 10' 53.408" E
1065	51° 51' 8.256" N	2° 10' 54.213" E
1066	51° 51' 7.861" N	2° 10' 54.992" E
1067	51° 51' 7.446" N	2° 10' 55.745" E
1068	51° 51' 7.013" N	2° 10' 56.470" E
1069	51° 51' 6.561" N	2° 10' 57.165" E
1070	51° 51' 6.093" N	2° 10' 57.830" E
1071	51° 51' 5.608" N	2° 10' 58.464" E
1072	51° 51' 5.107" N	2° 10' 59.065" E
1073	51° 51' 4.591" N	2° 10' 59.632" E
1074	51° 51' 4.062" N	2° 11' 0.165" E
1075	51° 51' 3.520" N	2° 11' 0.662" E
1076	51° 51' 2.965" N	2° 11' 1.124" E
1077	51° 51' 2.884" N	2° 11' 1.184" E
1078	51° 51' 2.399" N	2° 11' 1.548" E
1079	51° 51' 1.823" N	2° 11' 1.935" E
1080	51° 51' 1.237" N	2° 11' 2.283" E
1081	51° 51' 0.645" N	2° 11' 2.591" E
1082	51° 51' 2.081" N	2° 11' 8.837" E
1083	51° 47' 17.653" N	2° 10' 35.576" E
1084	51° 45' 50.900" N	2° 4' 20.399" E
1085	51° 45' 15.142" N	2° 3' 48.280" E
1086	51° 44' 57.718" N	2° 2' 53.135" E
1087	51° 44' 55.357" N	2° 2' 47.506" E
1088	51° 47' 6.900" N	2° 3' 12.481" E
1089	51° 49' 25.968" N	2° 3' 25.319" E
1090	51° 49' 27.952" N	2° 3' 25.557" E
1091	51° 49' 30.530" N	2° 3' 25.867" E
1092	51° 49' 30.217" N	2° 3' 24.600" E
1093	51° 49' 30.365" N	2° 3' 24.538" E
1094	51° 49' 34.213" N	2° 3' 21.387" E
1095	51° 49' 34.687" N	2° 3' 20.998" E

1096	51° 49' 35.161" N	2° 3' 20.610" E
1097	51° 49' 45.500" N	2° 3' 12.143" E
1098	51° 50' 0.191" N	2° 3' 0.109" E
1099	51° 50' 0.089" N	2° 2' 59.669" E
1100	51° 49' 57.712" N	2° 2' 49.406" E
1101	51° 49' 38.510" N	2° 1' 26.557" E
1102	51° 49' 36.448" N	2° 1' 17.662" E
1103	51° 49' 22.670" N	2° 0' 18.278" E
1104	51° 49' 22.604" N	2° 0' 18.004" E
1105	51° 49' 22.534" N	2° 0' 17.732" E
1106	51° 49' 19.356" N	2° 0' 5.841" E
1107	51° 49' 19.147" N	2° 0' 5.161" E
1108	51° 49' 19.073" N	2° 0' 4.917" E
1109	51° 49' 18.923" N	2° 0' 4.420" E
1110	51° 49' 18.786" N	2° 0' 4.021" E
1111	51° 49' 18.764" N	2° 0' 3.956" E
1112	51° 49' 18.647" N	2° 0' 3.608" E
1113	51° 49' 18.372" N	2° 0' 2.774" E
1114	51° 49' 18.182" N	2° 0' 2.180" E
1115	51° 49' 18.173" N	2° 0' 2.151" E
1116	51° 49' 17.995" N	2° 0' 1.561" E
1117	51° 49' 17.487" N	1° 59' 59.816" E
1118	51° 49' 17.267" N	1° 59' 59.027" E
1119	51° 49' 17.257" N	1° 59' 58.988" E
1120	51° 49' 17.053" N	1° 59' 58.188" E
1121	51° 49' 16.718" N	1° 59' 56.808" E
1122	51° 49' 6.121" N	1° 59' 20.291" E
1123	51° 48' 50.765" N	1° 58' 27.398" E
1124	51° 48' 47.492" N	1° 58' 16.131" E
1125	51° 48' 30.091" N	1° 57' 16.241" E
1126	51° 48' 16.973" N	1° 56' 31.123" E
1127	51° 48' 13.362" N	1° 56' 18.707" E
1128	51° 47' 48.067" N	1° 54' 51.783" E
1129	51° 47' 40.980" N	1° 54' 27.445" E
1130	51° 47' 30.948" N	1° 53' 53.008" E
1131	51° 47' 30.494" N	1° 53' 51.448" E
1132	51° 47' 18.924" N	1° 53' 11.745" E
1133	51° 47' 15.945" N	1° 53' 1.527" E
1134	51° 47' 7.160" N	1° 52' 31.398" E
1135	51° 47' 7.137" N	1° 52' 31.321" E
1136	51° 46' 52.976" N	1° 51' 43.249" E
1137	51° 46' 47.835" N	1° 51' 25.804" E
1138	51° 46' 47.631" N	1° 51' 25.112" E
1139	51° 46' 38.597" N	1° 50' 56.670" E
1140	51° 46' 37.209" N	1° 50' 52.300" E
1141	51° 46' 13.109" N	1° 49' 34.270" E
1142	51° 45' 57.292" N	1° 49' 37.441" E
1143	51° 45' 57.275" N	1° 49' 37.217" E
1144	51° 45' 57.247" N	1° 49' 36.754" E
1145	51° 45' 57.219" N	1° 49' 36.212" E

1146	51° 45' 57.201" N	1° 49' 35.747" E
1147	51° 45' 57.187" N	1° 49' 35.203" E
1148	51° 45' 57.180" N	1° 49' 34.738" E
1149	51° 45' 57.180" N	1° 49' 34.191" E
1150	51° 45' 57.183" N	1° 49' 33.729" E
1151	51° 45' 57.196" N	1° 49' 33.178" E
1152	51° 45' 57.211" N	1° 49' 32.722" E
1153	51° 45' 57.238" N	1° 49' 32.164" E
1154	51° 45' 57.262" N	1° 49' 31.717" E
1155	51° 45' 57.304" N	1° 49' 31.147" E
1156	51° 45' 57.337" N	1° 49' 30.716" E
1157	51° 45' 57.396" N	1° 49' 30.122" E
1158	51° 45' 57.437" N	1° 49' 29.721" E
1159	51° 45' 57.518" N	1° 49' 29.066" E
1160	51° 45' 57.560" N	1° 49' 28.733" E
1161	51° 45' 57.706" N	1° 49' 27.754" E
1162	51° 46' 0.800" N	1° 49' 8.743" E
1163	51° 46' 26.142" N	1° 46' 32.786" E
1164	51° 46' 26.789" N	1° 46' 28.801" E
1165	51° 46' 47.984" N	1° 44' 18.049" E
1166	51° 46' 48.141" N	1° 44' 17.144" E
1167	51° 46' 48.319" N	1° 44' 16.248" E
1168	51° 46' 48.516" N	1° 44' 15.364" E
1169	51° 46' 48.733" N	1° 44' 14.491" E
1170	51° 46' 48.970" N	1° 44' 13.632" E
1171	51° 46' 51.902" N	1° 44' 3.472" E
1172	51° 46' 52.500" N	1° 44' 1.398" E
1173	51° 46' 59.984" N	1° 43' 35.460" E
1174	51° 47' 0.260" N	1° 43' 34.549" E
1175	51° 47' 0.558" N	1° 43' 33.655" E
1176	51° 47' 0.877" N	1° 43' 32.782" E
1177	51° 47' 1.218" N	1° 43' 31.929" E
1178	51° 47' 1.578" N	1° 43' 31.097" E
1179	51° 47' 1.958" N	1° 43' 30.290" E
1180	51° 47' 2.358" N	1° 43' 29.506" E
1181	51° 47' 7.527" N	1° 43' 19.758" E
1182	51° 47' 7.926" N	1° 43' 19.034" E
1183	51° 47' 8.341" N	1° 43' 18.334" E
1184	51° 47' 8.772" N	1° 43' 17.659" E
1185	51° 47' 9.218" N	1° 43' 17.010" E
1186	51° 47' 9.679" N	1° 43' 16.389" E
1187	51° 47' 10.154" N	1° 43' 15.796" E
1188	51° 47' 10.642" N	1° 43' 15.231" E
1189	51° 47' 11.143" N	1° 43' 14.696" E
1190	51° 47' 19.248" N	1° 43' 6.385" E
1191	51° 47' 19.785" N	1° 43' 5.858" E
1192	51° 47' 20.334" N	1° 43' 5.365" E
1193	51° 47' 20.894" N	1° 43' 4.907" E
1194	51° 47' 21.465" N	1° 43' 4.484" E
1195	51° 47' 22.046" N	1° 43' 4.097" E

1196	51° 47' 22.636" N	1° 43' 3.747" E
1197	51° 47' 23.233" N	1° 43' 3.434" E
1198	51° 47' 23.838" N	1° 43' 3.159" E
1199	51° 47' 24.449" N	1° 43' 2.921" E
1200	51° 47' 25.065" N	1° 43' 2.722" E
1201	51° 55' 9.316" N	2° 6' 37.670" E
1202	51° 55' 9.433" N	2° 6' 36.665" E
1203	51° 55' 9.459" N	2° 6' 36.439" E
1204	51° 54' 47.970" N	2° 5' 21.542" E
1205	51° 54' 47.970" N	2° 5' 21.543" E
1206	51° 54' 47.971" N	2° 5' 21.543" E
1207	51° 54' 49.412" N	2° 5' 22.194" E
1208	51° 54' 49.412" N	2° 5' 22.195" E
1209	51° 55' 5.880" N	2° 5' 29.641" E
1210	51° 57' 15.660" N	2° 6' 16.679" E
1211	51° 59' 17.250" N	2° 6' 11.506" E
1212	51° 59' 17.251" N	2° 6' 11.506" E
1213	52° 0' 1.310" N	2° 9' 30.624" E
1214	52° 0' 1.310" N	2° 9' 30.625" E
1215	52° 0' 1.310" N	2° 9' 30.626" E
1216	52° 0' 1.310" N	2° 9' 30.627" E
1217	52° 0' 1.310" N	2° 9' 30.628" E
1218	52° 0' 0.938" N	2° 9' 32.595" E
1219	51° 58' 25.043" N	2° 17' 59.266" E
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1223	51° 56' 37.331" N	2° 11' 42.810" E
1224	51° 56' 33.924" N	2° 11' 41.629" E
1225	51° 56' 6.546" N	2° 11' 32.142" E
1226	51° 55' 51.465" N	2° 11' 26.917" E
1227	51° 54' 32.426" N	2° 9' 48.834" E
1228	51° 52' 22.921" N	2° 8' 34.705" E
1229	51° 51' 35.830" N	2° 8' 7.781" E
1230	51° 50' 48.737" N	2° 7' 40.873" E
1231	51° 51' 5.834" N	2° 8' 55.087" E
1232	51° 51' 6.315" N	2° 8' 57.176" E
1233	51° 51' 8.472" N	2° 9' 6.545" E
1234	51° 51' 8.645" N	2° 9' 7.269" E
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1239	51° 51' 10.334" N	2° 10' 29.488" E
1240	51° 51' 10.561" N	2° 10' 30.415" E
1241	51° 51' 10.764" N	2° 10' 31.357" E
1242	51° 51' 10.943" N	2° 10' 32.310" E
1243	51° 51' 11.100" N	2° 10' 33.285" E
1244	51° 51' 11.232" N	2° 10' 34.270" E
1245	51° 51' 11.339" N	2° 10' 35.262" E

1246	51° 51' 11.421" N	2° 10' 36.261" E
1247	51° 51' 11.478" N	2° 10' 37.264" E
1248	51° 51' 11.509" N	2° 10' 38.271" E
1249	51° 51' 11.514" N	2° 10' 39.278" E
1250	51° 51' 11.494" N	2° 10' 40.285" E
1251	51° 51' 11.449" N	2° 10' 41.290" E
1252	51° 51' 11.378" N	2° 10' 42.291" E
1253	51° 51' 11.282" N	2° 10' 43.286" E
1254	51° 51' 11.161" N	2° 10' 44.274" E
1255	51° 51' 11.015" N	2° 10' 45.254" E
1256	51° 51' 10.844" N	2° 10' 46.223" E
1257	51° 51' 10.649" N	2° 10' 47.180" E
1258	51° 51' 10.429" N	2° 10' 48.123" E
1259	51° 51' 10.186" N	2° 10' 49.051" E
1260	51° 51' 9.920" N	2° 10' 49.962" E
1261	51° 51' 9.631" N	2° 10' 50.855" E
1262	51° 51' 9.320" N	2° 10' 51.728" E
1263	51° 51' 8.986" N	2° 10' 52.579" E
1264	51° 51' 8.632" N	2° 10' 53.408" E
1265	51° 51' 8.256" N	2° 10' 54.213" E
1266	51° 51' 7.861" N	2° 10' 54.992" E
1267	51° 51' 7.446" N	2° 10' 55.745" E
1268	51° 51' 7.013" N	2° 10' 56.470" E
1269	51° 51' 6.561" N	2° 10' 57.165" E
1270	51° 51' 6.093" N	2° 10' 57.830" E
1271	51° 51' 5.608" N	2° 10' 58.464" E
1272	51° 51' 5.107" N	2° 10' 59.065" E
1273	51° 51' 4.591" N	2° 10' 59.632" E
1274	51° 51' 4.062" N	2° 11' 0.165" E
1275	51° 51' 3.520" N	2° 11' 0.662" E
1276	51° 51' 2.965" N	2° 11' 1.124" E
1277	51° 51' 2.884" N	2° 11' 1.184" E
1278	51° 51' 2.399" N	2° 11' 1.548" E
1279	51° 51' 1.823" N	2° 11' 1.935" E
1280	51° 51' 1.237" N	2° 11' 2.283" E
1281	51° 51' 0.645" N	2° 11' 2.591" E
1282	51° 51' 2.081" N	2° 11' 8.837" E
1283	51° 47' 17.653" N	2° 10' 35.576" E
1284	51° 45' 50.900" N	2° 4' 20.399" E
1285	51° 45' 15.142" N	2° 3' 48.280" E
1286	51° 44' 57.718" N	2° 2' 53.135" E
1287	51° 44' 55.357" N	2° 2' 47.506" E
1288	51° 47' 6.900" N	2° 3' 12.481" E
1289	51° 49' 25.968" N	2° 3' 25.319" E
1290	51° 49' 27.952" N	2° 3' 25.557" E
1291	51° 49' 30.530" N	2° 3' 25.867" E
1292	51° 49' 30.217" N	2° 3' 24.600" E
1293	51° 49' 30.365" N	2° 3' 24.538" E
1294	51° 49' 34.213" N	2° 3' 21.387" E
1295	51° 49' 34.687" N	2° 3' 20.998" E

1296	51° 49' 35.161" N	2° 3' 20.610" E
1297	51° 49' 45.500" N	2° 3' 12.143" E
1298	51° 50' 0.191" N	2° 3' 0.109" E
1299	51° 50' 0.089" N	2° 2' 59.669" E
1300	51° 49' 57.712" N	2° 2' 49.406" E
1301	51° 49' 38.510" N	2° 1' 26.557" E
1302	51° 49' 36.448" N	2° 1' 17.662" E
1303	51° 49' 22.670" N	2° 0' 18.278" E
1304	51° 49' 22.604" N	2° 0' 18.004" E
1305	51° 49' 22.534" N	2° 0' 17.732" E
1306	51° 49' 19.356" N	2° 0' 5.841" E
1307	51° 49' 19.147" N	2° 0' 5.161" E
1308	51° 49' 19.073" N	2° 0' 4.917" E
1309	51° 49' 18.923" N	2° 0' 4.420" E
1310	51° 49' 18.786" N	2° 0' 4.021" E
1311	51° 49' 18.764" N	2° 0' 3.956" E
1312	51° 49' 18.647" N	2° 0' 3.608" E
1313	51° 49' 18.372" N	2° 0' 2.774" E
1314	51° 49' 18.182" N	2° 0' 2.180" E
1315	51° 49' 18.173" N	2° 0' 2.151" E
1316	51° 49' 17.995" N	2° 0' 1.561" E
1317	51° 49' 17.487" N	1° 59' 59.816" E
1318	51° 49' 17.267" N	1° 59' 59.027" E
1319	51° 49' 17.257" N	1° 59' 58.988" E
1320	51° 49' 17.053" N	1° 59' 58.188" E
1321	51° 49' 16.718" N	1° 59' 56.808" E
1322	51° 49' 6.121" N	1° 59' 20.291" E
1323	51° 48' 50.765" N	1° 58' 27.398" E
1324	51° 48' 47.492" N	1° 58' 16.131" E
1325	51° 48' 30.091" N	1° 57' 16.241" E
1326	51° 48' 16.973" N	1° 56' 31.123" E
1327	51° 48' 13.362" N	1° 56' 18.707" E
1328	51° 47' 48.067" N	1° 54' 51.783" E
1329	51° 47' 40.980" N	1° 54' 27.445" E
1330	51° 47' 30.948" N	1° 53' 53.008" E
1331	51° 47' 30.494" N	1° 53' 51.448" E
1332	51° 47' 18.924" N	1° 53' 11.745" E
1333	51° 47' 15.945" N	1° 53' 1.527" E
1334	51° 47' 7.160" N	1° 52' 31.398" E
1335	51° 47' 7.137" N	1° 52' 31.321" E
1336	51° 46' 52.976" N	1° 51' 43.249" E
1337	51° 46' 47.835" N	1° 51' 25.804" E
1338	51° 46' 47.631" N	1° 51' 25.112" E
1339	51° 46' 38.597" N	1° 50' 56.670" E
1340	51° 46' 37.209" N	1° 50' 52.300" E
1341	51° 46' 13.109" N	1° 49' 34.270" E
1342	51° 45' 57.292" N	1° 49' 37.441" E
1343	51° 45' 57.275" N	1° 49' 37.217" E
1344	51° 45' 57.247" N	1° 49' 36.754" E
1345	51° 45' 57.219" N	1° 49' 36.212" E

1346	51° 45' 57.201" N	1° 49' 35.747" E
1347	51° 45' 57.187" N	1° 49' 35.203" E
1348	51° 45' 57.180" N	1° 49' 34.738" E
1349	51° 45' 57.180" N	1° 49' 34.191" E
1350	51° 45' 57.183" N	1° 49' 33.729" E
1351	51° 45' 57.196" N	1° 49' 33.178" E
1352	51° 45' 57.211" N	1° 49' 32.722" E
1353	51° 45' 57.238" N	1° 49' 32.164" E
1354	51° 45' 57.262" N	1° 49' 31.717" E
1355	51° 45' 57.304" N	1° 49' 31.147" E
1356	51° 45' 57.337" N	1° 49' 30.716" E
1357	51° 45' 57.396" N	1° 49' 30.122" E
1358	51° 45' 57.437" N	1° 49' 29.721" E
1359	51° 45' 57.518" N	1° 49' 29.066" E
1360	51° 45' 57.560" N	1° 49' 28.733" E
1361	51° 45' 57.706" N	1° 49' 27.754" E
1362	51° 46' 0.800" N	1° 49' 8.743" E
1363	51° 46' 26.142" N	1° 46' 32.786" E
1364	51° 46' 26.789" N	1° 46' 28.801" E
1365	51° 46' 47.984" N	1° 44' 18.049" E
1366	51° 46' 48.141" N	1° 44' 17.144" E
1367	51° 46' 48.319" N	1° 44' 16.248" E
1368	51° 46' 48.516" N	1° 44' 15.364" E
1369	51° 46' 48.733" N	1° 44' 14.491" E
1370	51° 46' 48.970" N	1° 44' 13.632" E
1371	51° 46' 51.902" N	1° 44' 3.472" E
1372	51° 46' 52.500" N	1° 44' 1.398" E
1373	51° 46' 59.984" N	1° 43' 35.460" E
1374	51° 47' 0.260" N	1° 43' 34.549" E
1375	51° 47' 0.558" N	1° 43' 33.655" E
1376	51° 47' 0.877" N	1° 43' 32.782" E
1377	51° 47' 1.218" N	1° 43' 31.929" E
1378	51° 47' 1.578" N	1° 43' 31.097" E
1379	51° 47' 1.958" N	1° 43' 30.290" E
1380	51° 47' 2.358" N	1° 43' 29.506" E
1381	51° 47' 7.527" N	1° 43' 19.758" E
1382	51° 47' 7.926" N	1° 43' 19.034" E
1383	51° 47' 8.341" N	1° 43' 18.334" E
1384	51° 47' 8.772" N	1° 43' 17.659" E
1385	51° 47' 9.218" N	1° 43' 17.010" E
1386	51° 47' 9.679" N	1° 43' 16.389" E
1387	51° 47' 10.154" N	1° 43' 15.796" E
1388	51° 47' 10.642" N	1° 43' 15.231" E
1389	51° 47' 11.143" N	1° 43' 14.696" E
1390	51° 47' 19.248" N	1° 43' 6.385" E
1391	51° 47' 19.785" N	1° 43' 5.858" E
1392	51° 47' 20.334" N	1° 43' 5.365" E
1393	51° 47' 20.894" N	1° 43' 4.907" E
1394	51° 47' 21.465" N	1° 43' 4.484" E
1395	51° 47' 22.046" N	1° 43' 4.097" E

1396	51° 47' 22.636" N	1° 43' 3.747" E
1397	51° 47' 23.233" N	1° 43' 3.434" E
1398	51° 47' 23.838" N	1° 43' 3.159" E
1399	51° 47' 24.449" N	1° 43' 2.921" E
1400	51° 47' 25.065" N	1° 43' 2.722" E
1401	51° 55' 9.316" N	2° 6' 37.670" E
1402	51° 55' 9.433" N	2° 6' 36.665" E
1403	51° 55' 9.459" N	2° 6' 36.439" E
1404	51° 54' 47.970" N	2° 5' 21.542" E
1405	51° 54' 47.970" N	2° 5' 21.543" E
1406	51° 54' 47.971" N	2° 5' 21.543" E
1407	51° 54' 49.412" N	2° 5' 22.194" E
1408	51° 54' 49.412" N	2° 5' 22.195" E
1409	51° 55' 5.880" N	2° 5' 29.641" E
1410	51° 57' 15.660" N	2° 6' 16.679" E
1411	51° 59' 17.250" N	2° 6' 11.506" E
1412	51° 59' 17.251" N	2° 6' 11.506" E
1413	52° 0' 1.310" N	2° 9' 30.624" E
1414	52° 0' 1.310" N	2° 9' 30.625" E
1415	52° 0' 1.310" N	2° 9' 30.626" E
1416	52° 0' 1.310" N	2° 9' 30.627" E
1417	52° 0' 1.310" N	2° 9' 30.628" E
1418	52° 0' 0.938" N	2° 9' 32.595" E
1419	51° 58' 25.043" N	2° 17' 59.266" E
1420	51° 58' 8.256" N	2° 17' 0.002" E
1421	51° 56' 37.354" N	2° 11' 42.892" E
1422	51° 56' 37.331" N	2° 11' 42.811" E
1423	51° 56' 37.331" N	2° 11' 42.810" E
1424	51° 56' 33.924" N	2° 11' 41.629" E
1425	51° 56' 6.546" N	2° 11' 32.142" E
1426	51° 55' 51.465" N	2° 11' 26.917" E
1427	51° 54' 32.426" N	2° 9' 48.834" E
1428	51° 52' 22.921" N	2° 8' 34.705" E
1429	51° 51' 35.830" N	2° 8' 7.781" E
1430	51° 50' 48.737" N	2° 7' 40.873" E
1431	51° 51' 5.834" N	2° 8' 55.087" E
1432	51° 51' 6.315" N	2° 8' 57.176" E
1433	51° 51' 8.472" N	2° 9' 6.545" E
1434	51° 51' 8.645" N	2° 9' 7.269" E
1435	51° 51' 15.516" N	2° 9' 37.145" E
1436	51° 51' 0.346" N	2° 9' 46.248" E
1437	51° 51' 9.825" N	2° 10' 27.448" E
1438	51° 51' 10.085" N	2° 10' 28.577" E
1439	51° 51' 10.334" N	2° 10' 29.488" E
1440	51° 51' 10.561" N	2° 10' 30.415" E
1441	51° 51' 10.764" N	2° 10' 31.357" E
1442	51° 51' 10.943" N	2° 10' 32.310" E
1443	51° 51' 11.100" N	2° 10' 33.285" E
1444	51° 51' 11.232" N	2° 10' 34.270" E
1445	51° 51' 11.339" N	2° 10' 35.262" E

1446	51° 51' 11.421" N	2° 10' 36.261" E
1447	51° 51' 11.478" N	2° 10' 37.264" E
1448	51° 51' 11.509" N	2° 10' 38.271" E
1449	51° 51' 11.514" N	2° 10' 39.278" E
1450	51° 51' 11.494" N	2° 10' 40.285" E
1451	51° 51' 11.449" N	2° 10' 41.290" E
1452	51° 51' 11.378" N	2° 10' 42.291" E
1453	51° 51' 11.282" N	2° 10' 43.286" E
1454	51° 51' 11.161" N	2° 10' 44.274" E
1455	51° 51' 11.015" N	2° 10' 45.254" E
1456	51° 51' 10.844" N	2° 10' 46.223" E
1457	51° 51' 10.649" N	2° 10' 47.180" E
1458	51° 51' 10.429" N	2° 10' 48.123" E
1459	51° 51' 10.186" N	2° 10' 49.051" E
1460	51° 51' 9.920" N	2° 10' 49.962" E
1461	51° 51' 9.631" N	2° 10' 50.855" E
1462	51° 51' 9.320" N	2° 10' 51.728" E
1463	51° 51' 8.986" N	2° 10' 52.579" E
1464	51° 51' 8.632" N	2° 10' 53.408" E
1465	51° 51' 8.256" N	2° 10' 54.213" E
1466	51° 51' 7.861" N	2° 10' 54.992" E
1467	51° 51' 7.446" N	2° 10' 55.745" E
1468	51° 51' 7.013" N	2° 10' 56.470" E
1469	51° 51' 6.561" N	2° 10' 57.165" E
1470	51° 51' 6.093" N	2° 10' 57.830" E
1471	51° 51' 5.608" N	2° 10' 58.464" E
1472	51° 51' 5.107" N	2° 10' 59.065" E
1473	51° 51' 4.591" N	2° 10' 59.632" E
1474	51° 51' 4.062" N	2° 11' 0.165" E
1475	51° 51' 3.520" N	2° 11' 0.662" E
1476	51° 51' 2.965" N	2° 11' 1.124" E
1477	51° 51' 2.884" N	2° 11' 1.184" E
1478	51° 51' 2.399" N	2° 11' 1.548" E
1479	51° 51' 1.823" N	2° 11' 1.935" E
1480	51° 51' 1.237" N	2° 11' 2.283" E
1481	51° 51' 0.645" N	2° 11' 2.591" E
1482	51° 51' 2.081" N	2° 11' 8.837" E
1483	51° 47' 17.653" N	2° 10' 35.576" E
1484	51° 45' 50.900" N	2° 4' 20.399" E
1485	51° 45' 15.142" N	2° 3' 48.280" E
1486	51° 44' 57.718" N	2° 2' 53.135" E
1487	51° 44' 55.357" N	2° 2' 47.506" E
1488	51° 47' 6.900" N	2° 3' 12.481" E
1489	51° 49' 25.968" N	2° 3' 25.319" E
1490	51° 49' 27.952" N	2° 3' 25.557" E
1491	51° 49' 30.530" N	2° 3' 25.867" E
1492	51° 49' 30.217" N	2° 3' 24.600" E
1493	51° 49' 30.365" N	2° 3' 24.538" E
1494	51° 49' 34.213" N	2° 3' 21.387" E
1495	51° 49' 34.687" N	2° 3' 20.998" E

1496	51° 49' 35.161" N	2° 3' 20.610" E
1497	51° 49' 45.500" N	2° 3' 12.143" E
1498	51° 50' 0.191" N	2° 3' 0.109" E
1499	51° 50' 0.089" N	2° 2' 59.669" E
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1510	51° 49' 18.786" N	2° 0' 4.021" E
1511	51° 49' 18.764" N	2° 0' 3.956" E
1512	51° 49' 18.647" N	2° 0' 3.608" E
1513	51° 49' 18.372" N	2° 0' 2.774" E
1514	51° 49' 18.182" N	2° 0' 2.180" E
1515	51° 49' 18.173" N	2° 0' 2.151" E
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1517	51° 49' 17.487" N	1° 59' 59.816" E
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1532	51° 47' 18.924" N	1° 53' 11.745" E
1533	51° 47' 15.945" N	1° 53' 1.527" E
1534	51° 47' 7.160" N	1° 52' 31.398" E
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1549	51° 45' 57.180" N	1° 49' 34.191" E
1550	51° 45' 57.183" N	1° 49' 33.729" E
1551	51° 45' 57.196" N	1° 49' 33.178" E
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1553	51° 45' 57.238" N	1° 49' 32.164" E
1554	51° 45' 57.262" N	1° 49' 31.717" E
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1557	51° 45' 57.396" N	1° 49' 30.122" E
1558	51° 45' 57.437" N	1° 49' 29.721" E
1559	51° 45' 57.518" N	1° 49' 29.066" E
1560	51° 45' 57.560" N	1° 49' 28.733" E
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1564	51° 46' 26.789" N	1° 46' 28.801" E
1565	51° 46' 47.984" N	1° 44' 18.049" E
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1567	51° 46' 48.319" N	1° 44' 16.248" E
1568	51° 46' 48.516" N	1° 44' 15.364" E
1569	51° 46' 48.733" N	1° 44' 14.491" E
1570	51° 46' 48.970" N	1° 44' 13.632" E
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1578	51° 47' 1.578" N	1° 43' 31.097" E
1579	51° 47' 1.958" N	1° 43' 30.290" E
1580	51° 47' 2.358" N	1° 43' 29.506" E
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1582	51° 47' 7.926" N	1° 43' 19.034" E
1583	51° 47' 8.341" N	1° 43' 18.334" E
1584	51° 47' 8.772" N	1° 43' 17.659" E
1585	51° 47' 9.218" N	1° 43' 17.010" E
1586	51° 47' 9.679" N	1° 43' 16.389" E
1587	51° 47' 10.154" N	1° 43' 15.796" E
1588	51° 47' 10.642" N	1° 43' 15.231" E
1589	51° 47' 11.143" N	1° 43' 14.696" E
1590	51° 47' 19.248" N	1° 43' 6.385" E
1591	51° 47' 19.785" N	1° 43' 5.858" E
1592	51° 47' 20.334" N	1° 43' 5.365" E
1593	51° 47' 20.894" N	1° 43' 4.907" E
1594	51° 47' 21.465" N	1° 43' 4.484" E
1595	51° 47' 22.046" N	1° 43' 4.097" E

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1599	51° 47' 24.449" N	1° 43' 2.921" E
1600	51° 47' 25.065" N	1° 43' 2.722" E
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1602	51° 55' 9.433" N	2° 6' 36.665" E
1603	51° 55' 9.459" N	2° 6' 36.439" E
1604	51° 54' 47.970" N	2° 5' 21.542" E
1605	51° 54' 47.970" N	2° 5' 21.543" E
1606	51° 54' 47.971" N	2° 5' 21.543" E
1607	51° 54' 49.412" N	2° 5' 22.194" E
1608	51° 54' 49.412" N	2° 5' 22.195" E
1609	51° 55' 5.880" N	2° 5' 29.641" E
1610	51° 57' 15.660" N	2° 6' 16.679" E
1611	51° 59' 17.250" N	2° 6' 11.506" E
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1613	52° 0' 1.310" N	2° 9' 30.624" E
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1615	52° 0' 1.310" N	2° 9' 30.626" E
1616	52° 0' 1.310" N	2° 9' 30.627" E
1617	52° 0' 1.310" N	2° 9' 30.628" E
1618	52° 0' 0.938" N	2° 9' 32.595" E
1619	51° 58' 25.043" N	2° 17' 59.266" E
1620	51° 58' 8.256" N	2° 17' 0.002" E
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1623	51° 56' 37.331" N	2° 11' 42.810" E
1624	51° 56' 33.924" N	2° 11' 41.629" E
1625	51° 56' 6.546" N	2° 11' 32.142" E
1626	51° 55' 51.465" N	2° 11' 26.917" E
1627	51° 54' 32.426" N	2° 9' 48.834" E
1628	51° 52' 22.921" N	2° 8' 34.705" E
1629	51° 51' 35.830" N	2° 8' 7.781" E
1630	51° 50' 48.737" N	2° 7' 40.873" E
1631	51° 51' 5.834" N	2° 8' 55.087" E
1632	51° 51' 6.315" N	2° 8' 57.176" E
1633	51° 51' 8.472" N	2° 9' 6.545" E
1634	51° 51' 8.645" N	2° 9' 7.269" E
1635	51° 51' 15.516" N	2° 9' 37.145" E
1636	51° 51' 0.346" N	2° 9' 46.248" E
1637	51° 51' 9.825" N	2° 10' 27.448" E
1638	51° 51' 10.085" N	2° 10' 28.577" E
1639	51° 51' 10.334" N	2° 10' 29.488" E
1640	51° 51' 10.561" N	2° 10' 30.415" E
1641	51° 51' 10.764" N	2° 10' 31.357" E
1642	51° 51' 10.943" N	2° 10' 32.310" E
1643	51° 51' 11.100" N	2° 10' 33.285" E
1644	51° 51' 11.232" N	2° 10' 34.270" E
1645	51° 51' 11.339" N	2° 10' 35.262" E

1646	51° 51' 11.421" N	2° 10' 36.261" E
1647	51° 51' 11.478" N	2° 10' 37.264" E
1648	51° 51' 11.509" N	2° 10' 38.271" E
1649	51° 51' 11.514" N	2° 10' 39.278" E
1650	51° 51' 11.494" N	2° 10' 40.285" E
1651	51° 51' 11.449" N	2° 10' 41.290" E
1652	51° 51' 11.378" N	2° 10' 42.291" E
1653	51° 51' 11.282" N	2° 10' 43.286" E
1654	51° 51' 11.161" N	2° 10' 44.274" E
1655	51° 51' 11.015" N	2° 10' 45.254" E
1656	51° 51' 10.844" N	2° 10' 46.223" E
1657	51° 51' 10.649" N	2° 10' 47.180" E
1658	51° 51' 10.429" N	2° 10' 48.123" E
1659	51° 51' 10.186" N	2° 10' 49.051" E
1660	51° 51' 9.920" N	2° 10' 49.962" E
1661	51° 51' 9.631" N	2° 10' 50.855" E
1662	51° 51' 9.320" N	2° 10' 51.728" E
1663	51° 51' 8.986" N	2° 10' 52.579" E
1664	51° 51' 8.632" N	2° 10' 53.408" E
1665	51° 51' 8.256" N	2° 10' 54.213" E
1666	51° 51' 7.861" N	2° 10' 54.992" E
1667	51° 51' 7.446" N	2° 10' 55.745" E
1668	51° 51' 7.013" N	2° 10' 56.470" E
1669	51° 51' 6.561" N	2° 10' 57.165" E
1670	51° 51' 6.093" N	2° 10' 57.830" E
1671	51° 51' 5.608" N	2° 10' 58.464" E
1672	51° 51' 5.107" N	2° 10' 59.065" E
1673	51° 51' 4.591" N	2° 10' 59.632" E
1674	51° 51' 4.062" N	2° 11' 0.165" E
1675	51° 51' 3.520" N	2° 11' 0.662" E
1676	51° 51' 2.965" N	2° 11' 1.124" E
1677	51° 51' 2.884" N	2° 11' 1.184" E
1678	51° 51' 2.399" N	2° 11' 1.548" E
1679	51° 51' 1.823" N	2° 11' 1.935" E
1680	51° 51' 1.237" N	2° 11' 2.283" E
1681	51° 51' 0.645" N	2° 11' 2.591" E
1682	51° 51' 2.081" N	2° 11' 8.837" E
1683	51° 47' 17.653" N	2° 10' 35.576" E
1684	51° 45' 50.900" N	2° 4' 20.399" E
1685	51° 45' 15.142" N	2° 3' 48.280" E
1686	51° 44' 57.718" N	2° 2' 53.135" E
1687	51° 44' 55.357" N	2° 2' 47.506" E
1688	51° 47' 6.900" N	2° 3' 12.481" E
1689	51° 49' 25.968" N	2° 3' 25.319" E
1690	51° 49' 27.952" N	2° 3' 25.557" E
1691	51° 49' 30.530" N	2° 3' 25.867" E
1692	51° 49' 30.217" N	2° 3' 24.600" E
1693	51° 49' 30.365" N	2° 3' 24.538" E
1694	51° 49' 34.213" N	2° 3' 21.387" E
1695	51° 49' 34.687" N	2° 3' 20.998" E

1696	51° 49' 35.161" N	2° 3' 20.610" E
1697	51° 49' 45.500" N	2° 3' 12.143" E
1698	51° 50' 0.191" N	2° 3' 0.109" E
1699	51° 50' 0.089" N	2° 2' 59.669" E
1700	51° 49' 57.712" N	2° 2' 49.406" E
1701	51° 49' 38.510" N	2° 1' 26.557" E
1702	51° 49' 36.448" N	2° 1' 17.662" E
1703	51° 49' 22.670" N	2° 0' 18.278" E
1704	51° 49' 22.604" N	2° 0' 18.004" E
1705	51° 49' 22.534" N	2° 0' 17.732" E
1706	51° 49' 19.356" N	2° 0' 5.841" E
1707	51° 49' 19.147" N	2° 0' 5.161" E
1708	51° 49' 19.073" N	2° 0' 4.917" E
1709	51° 49' 18.923" N	2° 0' 4.420" E
1710	51° 49' 18.786" N	2° 0' 4.021" E
1711	51° 49' 18.764" N	2° 0' 3.956" E
1712	51° 49' 18.647" N	2° 0' 3.608" E
1713	51° 49' 18.372" N	2° 0' 2.774" E
1714	51° 49' 18.182" N	2° 0' 2.180" E
1715	51° 49' 18.173" N	2° 0' 2.151" E
1716	51° 49' 17.995" N	2° 0' 1.561" E
1717	51° 49' 17.487" N	1° 59' 59.816" E
1718	51° 49' 17.267" N	1° 59' 59.027" E
1719	51° 49' 17.257" N	1° 59' 58.988" E
1720	51° 49' 17.053" N	1° 59' 58.188" E
1721	51° 49' 16.718" N	1° 59' 56.808" E
1722	51° 49' 6.121" N	1° 59' 20.291" E
1723	51° 48' 50.765" N	1° 58' 27.398" E
1724	51° 48' 47.492" N	1° 58' 16.131" E
1725	51° 48' 30.091" N	1° 57' 16.241" E
1726	51° 48' 16.973" N	1° 56' 31.123" E
1727	51° 48' 13.362" N	1° 56' 18.707" E
1728	51° 47' 48.067" N	1° 54' 51.783" E
1729	51° 47' 40.980" N	1° 54' 27.445" E
1730	51° 47' 30.948" N	1° 53' 53.008" E
1731	51° 47' 30.494" N	1° 53' 51.448" E
1732	51° 47' 18.924" N	1° 53' 11.745" E
1733	51° 47' 15.945" N	1° 53' 1.527" E
1734	51° 47' 7.160" N	1° 52' 31.398" E
1735	51° 47' 7.137" N	1° 52' 31.321" E
1736	51° 46' 52.976" N	1° 51' 43.249" E
1737	51° 46' 47.835" N	1° 51' 25.804" E
1738	51° 46' 47.631" N	1° 51' 25.112" E
1739	51° 46' 38.597" N	1° 50' 56.670" E
1740	51° 46' 37.209" N	1° 50' 52.300" E
1741	51° 46' 13.109" N	1° 49' 34.270" E
1742	51° 45' 57.292" N	1° 49' 37.441" E
1743	51° 45' 57.275" N	1° 49' 37.217" E
1744	51° 45' 57.247" N	1° 49' 36.754" E
1745	51° 45' 57.219" N	1° 49' 36.212" E

1746	51° 45' 57.201" N	1° 49' 35.747" E
1747	51° 45' 57.187" N	1° 49' 35.203" E
1748	51° 45' 57.180" N	1° 49' 34.738" E
1749	51° 45' 57.180" N	1° 49' 34.191" E
1750	51° 45' 57.183" N	1° 49' 33.729" E
1751	51° 45' 57.196" N	1° 49' 33.178" E
1752	51° 45' 57.211" N	1° 49' 32.722" E
1753	51° 45' 57.238" N	1° 49' 32.164" E
1754	51° 45' 57.262" N	1° 49' 31.717" E
1755	51° 45' 57.304" N	1° 49' 31.147" E
1756	51° 45' 57.337" N	1° 49' 30.716" E
1757	51° 45' 57.396" N	1° 49' 30.122" E
1758	51° 45' 57.437" N	1° 49' 29.721" E
1759	51° 45' 57.518" N	1° 49' 29.066" E
1760	51° 45' 57.560" N	1° 49' 28.733" E
1761	51° 45' 57.706" N	1° 49' 27.754" E
1762	51° 46' 0.800" N	1° 49' 8.743" E
1763	51° 46' 26.142" N	1° 46' 32.786" E
1764	51° 46' 26.789" N	1° 46' 28.801" E
1765	51° 46' 47.984" N	1° 44' 18.049" E
1766	51° 46' 48.141" N	1° 44' 17.144" E
1767	51° 46' 48.319" N	1° 44' 16.248" E
1768	51° 46' 48.516" N	1° 44' 15.364" E
1769	51° 46' 48.733" N	1° 44' 14.491" E
1770	51° 46' 48.970" N	1° 44' 13.632" E
1771	51° 46' 51.902" N	1° 44' 3.472" E
1772	51° 46' 52.500" N	1° 44' 1.398" E
1773	51° 46' 59.984" N	1° 43' 35.460" E
1774	51° 47' 0.260" N	1° 43' 34.549" E
1775	51° 47' 0.558" N	1° 43' 33.655" E
1776	51° 47' 0.877" N	1° 43' 32.782" E
1777	51° 47' 1.218" N	1° 43' 31.929" E
1778	51° 47' 1.578" N	1° 43' 31.097" E
1779	51° 47' 1.958" N	1° 43' 30.290" E
1780	51° 47' 2.358" N	1° 43' 29.506" E
1781	51° 47' 7.527" N	1° 43' 19.758" E
1782	51° 47' 7.926" N	1° 43' 19.034" E
1783	51° 47' 8.341" N	1° 43' 18.334" E
1784	51° 47' 8.772" N	1° 43' 17.659" E
1785	51° 47' 9.218" N	1° 43' 17.010" E
1786	51° 47' 9.679" N	1° 43' 16.389" E
1787	51° 47' 10.154" N	1° 43' 15.796" E
1788	51° 47' 10.642" N	1° 43' 15.231" E
1789	51° 47' 11.143" N	1° 43' 14.696" E
1790	51° 47' 19.248" N	1° 43' 6.385" E
1791	51° 47' 19.785" N	1° 43' 5.858" E
1792	51° 47' 20.334" N	1° 43' 5.365" E
1793	51° 47' 20.894" N	1° 43' 4.907" E
1794	51° 47' 21.465" N	1° 43' 4.484" E
1795	51° 47' 22.046" N	1° 43' 4.097" E

1796	51° 47' 22.636" N	1° 43' 3.747" E
1797	51° 47' 23.233" N	1° 43' 3.434" E
1798	51° 47' 23.838" N	1° 43' 3.159" E
1799	51° 47' 24.449" N	1° 43' 2.921" E
1800	51° 47' 25.065" N	1° 43' 2.722" E
1801	51° 55' 9.316" N	2° 6' 37.670" E
1802	51° 55' 9.433" N	2° 6' 36.665" E
1803	51° 55' 9.459" N	2° 6' 36.439" E
1804	51° 54' 47.970" N	2° 5' 21.542" E
1805	51° 54' 47.970" N	2° 5' 21.543" E
1806	51° 54' 47.971" N	2° 5' 21.543" E
1807	51° 54' 49.412" N	2° 5' 22.194" E
1808	51° 54' 49.412" N	2° 5' 22.195" E
1809	51° 55' 5.880" N	2° 5' 29.641" E
1810	51° 57' 15.660" N	2° 6' 16.679" E
1811	51° 59' 17.250" N	2° 6' 11.506" E
1812	51° 59' 17.251" N	2° 6' 11.506" E
1813	52° 0' 1.310" N	2° 9' 30.624" E
1814	52° 0' 1.310" N	2° 9' 30.625" E
1815	52° 0' 1.310" N	2° 9' 30.626" E
1816	52° 0' 1.310" N	2° 9' 30.627" E
1817	52° 0' 1.310" N	2° 9' 30.628" E
1818	52° 0' 0.938" N	2° 9' 32.595" E
1819	51° 58' 25.043" N	2° 17' 59.266" E
1820	51° 58' 8.256" N	2° 17' 0.002" E
1821	51° 56' 37.354" N	2° 11' 42.892" E
1822	51° 56' 37.331" N	2° 11' 42.811" E
1823	51° 56' 37.331" N	2° 11' 42.810" E
1824	51° 56' 33.924" N	2° 11' 41.629" E
1825	51° 56' 6.546" N	2° 11' 32.142" E
1695	51° 55' 51.465" N	2° 11' 26.917" E
1696	51° 54' 32.426" N	2° 9' 48.834" E
1697	51° 52' 22.921" N	2° 8' 34.705" E
1698	51° 51' 35.830" N	2° 8' 7.781" E
1699	51° 50' 48.737" N	2° 7' 40.873" E
1700	51° 51' 5.834" N	2° 8' 55.087" E
1701	51° 51' 6.315" N	2° 8' 57.176" E
1702	51° 51' 8.472" N	2° 9' 6.545" E
1703	51° 51' 8.645" N	2° 9' 7.269" E
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1808	51° 46' 38.597" N	1° 50' 56.670" E
1809	51° 46' 37.209" N	1° 50' 52.300" E
1810	51° 46' 13.109" N	1° 49' 34.270" E
1811	51° 45' 57.292" N	1° 49' 37.441" E
1812	51° 45' 57.275" N	1° 49' 37.217" E
1813	51° 45' 57.247" N	1° 49' 36.754" E
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1815	51° 45' 57.201" N	1° 49' 35.747" E
1816	51° 45' 57.187" N	1° 49' 35.203" E
1817	51° 45' 57.180" N	1° 49' 34.738" E
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1821	51° 45' 57.211" N	1° 49' 32.722" E
1822	51° 45' 57.238" N	1° 49' 32.164" E
1823	51° 45' 57.262" N	1° 49' 31.717" E
1824	51° 45' 57.304" N	1° 49' 31.147" E
1825	51° 45' 57.337" N	1° 49' 30.716" E

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of an offshore wind farm generating station located off the coast of Suffolk, together with associated development. This Order imposes requirements in connection with the development and authorises the compulsory purchase of land (including rights in land) and the right to use land and to override easements and other rights.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 44 (certification of plans, etc.) together with a copy of any guarantee or alternative form of security approved by the Secretary of State pursuant to article 35 (funding), may be inspected free of charge at the offices of RWE at Windmill Hill Business Park, Whitehill Way, Swindon Wiltshire, SN5 6PB.



F I V E 
ESTUARIES
OFFSHORE WIND FARM

PHONE
EMAIL
WEBSITE
ADDRESS

COMPANY NO

0333 880 5306

fiveestuaries@rwe.com

www.fiveestuaries.co.uk

Five Estuaries Offshore Wind Farm Ltd
Windmill Hill Business Park
Whitehill Way, Swindon, SN5 6PB
Registered in England and Wales
company number 12292474

