

SCHEDULES

SCHEDULE []

PROTECTIVE PROVISIONS

PART []

FOR THE PROTECTION OF SCOTTISHPOWER RENEWABLES

Application

1. For the protection of ScottishPower Renewables and the Wind Farm, the following provisions have effect unless otherwise agreed in writing between the undertaker and ScottishPower Renewables.

Interpretation

2. In this Part of this Schedule—

”Design Vehicle” means the abnormal load vehicle, load and associated tracking as show on the ScottishPower Renewables Tracking Drawings;

”Losses” means any and all claims, judgments, demands, damages, fines, losses, liabilities, interest, awards, penalties, causes of action, litigation, lawsuits, administrative proceedings, administrative investigations, costs and expenses, including, reasonable legal fees, court costs, and other reasonable costs of suit, dispute resolution or other similar proceedings;

”ScottishPower Renewables” means ScottishPower Renewables (UK) Limited (company registered in Northern Ireland under number NI028425) whose registered office is at The Soloist, 1 Lanyon Place, Belfast, Northern Ireland BT1 3LP;

”ScottishPower Renewables Tracking Drawings” means the drawings certified by the Secretary of State as the ScottishPower Renewables Tracking Drawings for the purposes of this Order;

”Wind Farm” means Carland Cross Wind Farm comprising ten wind turbine generators, a control building, cabling and associated plant and infrastructure;

Construction Programme

3.—(1) At least 56 days prior to the commencement of the authorised development, the undertaker must consult with ScottishPower Renewables on a detailed construction programme and traffic management plan which must clearly set out the access arrangements for the Wind Farm in respect of all types of vehicles for all stages of construction of the authorised development.

(2) ScottishPower Renewables must notify the undertaker within 28 days of receipt of the documents referred to in paragraph (1) where it considers that the construction programme and/or the traffic management plan have the potential to affect access to the Wind Farm and/or the commercial operation of the Wind Farm.

(3) The undertaker must agree a resolution to the concerns raised by ScottishPower Renewables in accordance with paragraph (2) prior to commencing the authorised development.

Chiverton Junction

4.—(1) At least 28 days prior to the commencement of Work No. 3 the undertaker must provide to ScottishPower Renewables for approval, copies of detailed design information in respect of that work demonstrating that the safe manoeuvre of the Design Vehicle can be accommodated travelling from the east and turning through the same junction to travel back east.

(2) Work No. 3 must not commence until ScottishPower Renewables has approved the detailed design information.

(3) Work No. 3 must be constructed in accordance with the approved detailed design information.

Chybuca Junction

5.—(1) At least 28 days prior to the commencement of Work No. 4 the undertaker must provide to ScottishPower Renewables for approval, copies of detailed design information in respect of that work demonstrating—

(a) that the safe manoeuvre of the Design Vehicle can be accommodated from the A30 eastbound through the Chybuca Junction to the existing A30; and

(b) that appropriate over-run areas will be provided.

(2) At least 28 days prior to the commencement of Work No. 4 the undertaker must provide to ScottishPower Renewables for approval, copies of the detailed construction methodology for that work demonstrating how access will be maintained to the Wind Farm throughout construction.

(3) Work No. 4 must not commence until ScottishPower Renewables has approved the detailed design information and the detailed construction methodology.

(4) Work No. 4 must be constructed in accordance with the approved detailed design information and the approved detailed construction methodology.

Carland Cross Junction

6.—(1) At least 28 days prior to the commencement of Work No. 5 the undertaker must provide to ScottishPower Renewables for approval, copies of detailed design information in respect of that work demonstrating—

(a) that the safe manoeuvre of the Design Vehicle can be accommodated from the re-aligned existing A30 eastbound into the Wind Farm;

(b) that appropriate over-run areas will be provided which will have a minimum 0.5m buffer either side of the theoretical design vehicle swept path;

(c) in respect of Work No. 5(g)—

(i) that a new site access gate and extensions with multi-lock system to match the existing site access gate will be provided;

(ii) that a minimum 5m running width on straight sections and wider on bends to accommodate the Design Vehicle has been accommodated;

(iii) that a minimum 0.5m verge width has been accommodated which will be increased to approximately 3m where it is required to include the realigned cables comprised within Work No. 5(m);

(d) in respect of Work No. 5(m) that all realigned cables will be within the order limits; and

(e) that drainage works required as a result of Work No. 5 will be provided.

(2) At least 28 days prior to the commencement of Work No. 5 the undertaker must provide to ScottishPower Renewables for approval, copies of the detailed construction methodology for that work demonstrating how access will be maintained to all parts of the Wind Farm throughout construction.

(3) Work No. 5 must not commence until ScottishPower Renewables has approved the detailed design information and the detailed construction methodology.

(4) Work No. 5 must be constructed in accordance with the approved detailed design information and the approved detailed construction methodology

Access during construction

7.—(1) At all times during the construction of the authorised development, the undertaker must provide and/or procure that ScottishPower Renewables and its employees, contractors sub-contractors, agents and assigns are able to obtain 24 hour unhindered access to all parts of the Wind Farm:

- (a) on foot, and with cars and Light Commercial Vehicles; and
- (b) with heavy goods vehicles and abnormal loads provided ScottishPower Renewables give 48 hours written notice.

(2) At all times during the construction of the authorised development, the undertaker must provide and/or procure that its contractors provide unhindered 24 hour emergency vehicle access to and from all parts of the Wind Farm.

Over-run areas

8.—(1) Following construction of the over-run areas comprised within Work No. 4 and Work No. 5, the undertaker will at its own cost and expense—

- (a) keep the over-run areas clear of, without limitation, all rubbish, debris and vehicles, at all times;
- (b) undertake any clearance and/or maintenance required within reasonable timescales;
- (c) provide ScottishPower Renewables with copies of keys required to unlock any lockable bollards or similar; and
- (d) restrict access to the over-run areas to the undertaker, the local highway authority and to ScottishPower Renewables only.

(2) In the event that the existing re-aligned A30 is adopted, the undertaker will procure that the local highway authority complies with the obligations under paragraph (1).

Permanent rights

9.—(1) Prior to transferring any benefit of the Order to the local highway authority, the undertaker must (at the sole cost and expense of the undertaker) grant to ScottishPower Renewables permanent and uninterrupted rights and legal easements (with full title guarantee) in a form acceptable to ScottishPower Renewables —

- (a) to pass and re-pass on foot and with all vehicles over the over-run areas;
- (b) to pass and re-pass on foot and with all vehicles over any part of Work No. 5 not forming part of the public highway; and
- (c) to access, maintain and pass electricity through the re-aligned cables comprised within Work No. 5(m)

provided always that no consideration shall be payable by ScottishPower Renewables for or in relation to any such transfer and/or the grant of any such rights or easements.

Expenses

10.—(1) The undertaker will pay to ScottishPower Renewables its proper and reasonable legal costs, professional fees and disbursements incurred in connection with reviewing detailed design information, construction information and any other information submitted to ScottishPower Renewables in respect of the authorised development.

Indemnity

11. The undertaker shall indemnify and keep indemnified ScottishPower Renewables from and against all Losses suffered or incurred or to be suffered or incurred by ScottishPower Renewables arising out of or in the course of or in connection with—

- (a) the construction of the authorised development;
- (b) the operation of the authorised development;
- (c) the authorised development causing ScottishPower Renewables to lose any revenue or the ability to generate;
- (d) the Design Vehicle being unable to safely access the Wind Farm; and
- (e) any other vehicle being unable to safely access the Wind Farm.

Arbitration

12. Any difference arising between the undertaker and ScottishPower Renewables under this Part of this Schedule must be referred to and settled by arbitration under article 47 (arbitration).