

**2022 No. 138**

**INFRASTRUCTURE PLANNING**

**The Norfolk Vanguard Offshore Wind Farm Order 2022**

*Made* - - - - *11th February 2022*

*Coming into force* *5th March 2022*

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An application has been made to the Secretary of State under section 37 of the Planning Act 2008 (“the 2008 Act”)(a) and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(b) for an order granting development consent.

The application was examined by the Examining Authority appointed by the Secretary of State pursuant to sections 61(c) and 65(d) of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination Procedure) Rules 2010(e). The Examining Authority has submitted a report to the Secretary of State under section 74(2)(f) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 3 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009(g) and, as a national policy statement has effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2)(h) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

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

The Secretary of State in exercise of the powers conferred by sections 114, 115, 120(j), 140 and 149A of the 2008 Act makes the following Order—

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(a) 2008 c. 29. Section 37 was amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act 2011 (c. 20).  
(b) S.I. 2009/2264.  
(c) Section 61 was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act 2011 c. 20 and by section 26 of the Infrastructure Act 2015 (c. 7).  
(d) Section 65 was amended by Schedule 13 paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 and by section 27(1) of the Infrastructure Act 2015 c 7.  
(e) S.I. 2010/103, amended by S.I. 2012/635.  
(f) Section 74 was amended by sections 128(2) and 237 and by Schedule 13, paragraph 29 and Schedule 25, paragraph 1, to the Localism Act 2011 c. 20.  
(g) S.I. 2009/2263. Regulation 3 was amended by S.I. 2012/635 and S.I. 2012/787. S.I. 2009/2263 was revoked by S.I. 2017/572, but continues to apply to this application for development consent by virtue of transitional provisions contained in regulation 37(2) of that instrument.  
(h) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act 2009 (c. 23) and by section 128(2) and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011 c. 20.  
(i) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act 2013 (c. 27).  
(j) Sections 114, 115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011 c. 20. Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 (c. 22).

## PART 1

### Preliminary

#### Citation and commencement

1. This Order may be cited as the Norfolk Vanguard Offshore Wind Farm Order 2022 and comes into force on [tbc].

#### Interpretation

2.—(1) In this Order—

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

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

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

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

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

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

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

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

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

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

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

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

“access to works plan” means the plan certified as the access to works plan by the Secretary of State for the purposes of this Order under article 37;

“accommodation platform” means a fixed structure providing offshore accommodation for personnel;

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

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

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

“book of reference” means the book of reference certified by the Secretary of State under article 37 as the book of reference for the purposes of this Order;

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

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(a) 1961 c. 33.

(b) 1965 c.56.

(c) 1980 c. 66.

(d) 1981 c. 66.

(e) 1989 c. 29.

(f) 1990 c. 8.

(g) 1991 c. 22.

(h) 2003 c. 21.

(i) 2004 c. 20.

(j) 2008 c. 29.

(k) 2009 c. 23.

(l) S.I. 2016/1154.

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971(a);

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

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

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

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

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

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

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

“Defra” means the department for Environment, Food and Rural Affairs and any successor body to its functions;

“design and access statement” means the document certified as the design and access statement by the Secretary of State for the purposes of this Order under article 37;

“development principles” means the document certified as the Development Principles by the Secretary of State for the purposes of this Order under article 37;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 37;

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

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order under article 37;

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

“HAT” means highest astronomical tide;

“highway” has the same meaning as in section 328(1) of the 1980 Act(b);

“highway authority” means National Highways or Norfolk County Council (as appropriate);

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

“important hedgerows plan” means the document certified as the important hedgerows plan by the Secretary of State for the purposes of this Order under article 37;

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(a) 1971 c. 80.

(b) Relevant amendments are as follows: section 1 was amended by sections 8 and 102 and Schedules 4, paragraph 1 and Schedule 17 of the Local Government Act 1985 c. 51, by section 21 of the 1991 Act and by section 1(6) and Schedule 1, paragraphs 1 to 4 of the Infrastructure Act 2015 c. 7.

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation site integrity plan” means the document certified as the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation site integrity plan by the Secretary of State for the purposes of this Order under article 37;

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

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

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

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

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

“land plan” means the plan certified as the land plan by the Secretary of State for the purposes of this Order under article 37;

“LIDAR” means light detection and ranging;

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

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

“MCA” means the Maritime and Coastguard Agency;

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

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

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

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

“MMO” means the Marine Management Organisation;

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

“National Grid” means National Grid Electricity Transmission PLC;

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

“Hornsea Three Offshore Wind Farm Development Consent Order” means the development consent order made by the Secretary of State in relation to the Hornsea Three offshore wind farm on 31st December 2020(a);

“Norfolk Boreas Development Consent Order” means the order made by the Secretary of State on 10th December 2021 authorising the Norfolk Boreas offshore wind farm(b);

“Norfolk Vanguard East” means the eastern area located in the offshore Order limits within which wind turbine generators will be situated;

“Norfolk Vanguard West” means the western area located in the offshore Order limits within which wind turbine generators will be situated;

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

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

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order under article 37;

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

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

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

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

“OPS Masterplan” means the document certified as the OPS Masterplan by the Secretary of State for the purposes of article 37;

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

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

“outline access management plan” means the document certified as the outline access management plan by the Secretary of State for the purposes of this Order under article 37;

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 37;

“outline operational drainage plan” means the document certified as the outline operational drainage plan by the Secretary of State for the purposes of this Order under article 37;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order under article 37;

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(a) S.I. 2020/1656.  
(b) S.I. 2021/1414.



“outline landscape and ecological management strategy” means the document certified as the outline landscape and ecological management strategy by the Secretary of State for the purposes of this Order under article 37;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order under article 37;

“outline Norfolk Vanguard Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan” means the document certified as the outline Norfolk Vanguard Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan by the Secretary of State for the purposes of this Order under article 37;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order under article 37;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of this Order under article 37;

“outline scour protection and cable protection plan” means the document certified as the outline scour protection and cable protection plan the Secretary of State for the purposes of this Order under article 37;

“outline skills and employment strategy” means the document certified as the outline skills and employment strategy by the Secretary of State for the purposes of this Order under article 37;

“outline traffic management plan” means the document certified as the outline traffic management plan by the Secretary of State for the purposes of this Order under article 37;

“outline travel plan” means the document certified as the outline travel plan by the Secretary of State for the purposes of this Order under article 37;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order under article 37;

“outline written scheme of investigation (onshore)” means the document certified as the outline written scheme of investigation (onshore) by the Secretary of State for the purposes of this Order under article 37;

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

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

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

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

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

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

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

“requirements” means, or a reference to a numbered requirement is to, those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

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

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

“single onshore phase” means a single duct laying operation followed by a one separate operation to pull the cables through the ducts and one separate operation to construct the onshore project substation;

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

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

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

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

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

“temporary stopping up of public rights of way plan” means the plan certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 37;

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

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

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

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

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

“two onshore phases” means a single duct laying operation followed by two separate operations to pull the cables through the ducts and two separate operations to construct the onshore project substation;

“undertaker” means, subject to article 6 (Benefit of the Order), Norfolk Vanguard West Limited (Company No. 08141115) ~~whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;~~

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

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

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

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(a) “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c. 7).

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order under article 37;

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

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

- (a) paragraph 1(c) and paragraph 1(e) (disposal volumes in connection with Work Nos. 1 to 4B) in Part 1, Schedule 1 (authorised development);
- (b) requirements 2 to 11 and requirement 16 in Part 3, Schedule 1 (requirements);
- (c) conditions 1 to 8 in Part 4 of the deemed marine licences for the generation assets (Schedules 9 and 10); and
- (d) conditions 1 to 3 in Part 4 of the deemed marine licences for the transmission assets (Schedules 11 and 12).

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

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

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

## PART 2

### Principal Powers

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

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

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

to be carried out within the Order limits.

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

#### Limits of deviation

4. In carrying out the overhead line modification as part of Work No.11A the undertaker may—

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

### **Power to maintain authorised project**

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

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

### **Benefit of the Order**

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

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

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of 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 (10) applies, in which case no consent of the Secretary of State is required.

(3) Subject to paragraph (5), 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), grant 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;

except where paragraph (10) applies, in which case no consent of the Secretary of State is required.

(4) 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.

(5) The Secretary of State shall consult the MMO before giving consent to the transfer or grant to another person of the whole of the benefit of the provisions of the deemed marine licences.

(6) The Secretary of State shall consult National Grid before giving consent to the transfer or grant to a person of any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) above).

(7) Where an agreement has been made in accordance with paragraph (2) or (3) references in this Order to the undertaker, except in paragraph (8), (9), or (11), include references to the transferee or lessee.

(8) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) or (3) are subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(9) Where an agreement has been made in accordance with paragraph (2) or (3)—

- (a) the benefit (“the transferred benefit”) includes any rights that are conferred, and any obligations that are imposed by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the

case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee.

- (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.

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

- (a) the transferee or lessee is a person who holds a licence under section 6 of the 1989 Act; or
- (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
  - (i) no such claims have been made,
  - (ii) any such claim has been made and has been compromised or withdrawn,
  - (iii) compensation has been paid in final settlement of any such claim,
  - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
  - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(11) The provisions of article 9 (street works), article 11 (temporary stopping up of streets), article 18 (compulsory acquisition of land), article 20 (compulsory acquisition of rights and the imposition of restrictive covenants), article 26 (temporary use of land for carrying out the authorised project) and article 27 (temporary use of land for maintaining the authorised project) have effect only for the benefit of the named undertaker and a person who is a transferee or lessee and is also—

- (a) in respect of Works Nos. 4C to 12 a person who holds a licence under section 6 of the 1989 Act; or
- (b) in respect of functions under article 9 (street works) relating to a street, a street authority.

(12) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority, and if such transfer or grant relates to works or utilisation of powers within 15 metres measured in any direction of apparatus of Cadent Gas Limited, to Cadent Gas Limited, and if such transfer or grant relates to works or utilisation of powers within 15 metres measured in any direction of apparatus of National Grid to National Grid.

(13) A notice required under paragraphs (4) and (12) 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 (14), the date on which the transfer will take effect;
  - (iii) the provisions to be transferred or granted;
  - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (8), will apply to the person exercising the powers transferred or granted; and
  - (v) except where paragraph (10)(a) or 10(b) applies, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.
- (b) where relevant, be accompanied by—
  - (i) a plan showing the works or areas to which the transfer or grant relates; and
  - (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(14) The date specified under paragraph (13)(a)(ii) must not be earlier than the expiry of 14 days from the date of the receipt of the notice.

(15) The notice given under paragraph (12) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

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

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

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

“or

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

(2) The provisions of the Neighbourhood Planning Act 2017<sup>(b)</sup> insofar as they relate to temporary possession of land under articles 26 (temporary use of land for carrying out the authorised project) and 27 (temporary use of land for maintaining the authorised project) of this Order do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

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

- (a) the 2016 Regulations, to the extent that they require a permit for anything that would have required consent made under section 109 of the Water Resources Act 1991 immediately before the repeal of that section;
- (b) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991 that require consent or approval for the carrying out of works;
- (c) section 23 of the Land Drainage Act 1991<sup>(c)</sup> (prohibition of obstructions etc. in watercourses); and
- (d) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of works.

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

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

- (a) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction site), or a consent given

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(a) S.I. 1997/1160.

(b) 2017 c. 20.

(c) 1991 c. 59.

(d) 1990 c. 43. Section 82 was amended by section 107 of, and paragraph 6 of Schedule 17 to, the Environment Act 1995 c. 25, section 5 of the Noise and Statutory Nuisance Act 1993 c. 40, and section 103 of the Clean Neighbourhood and Environment Act 2005 c. 16 and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 c. 16 and by section 120 of, and paragraph 89 of Schedule 22 to, the Environment Act 2005. There are other amendments which are not relevant to the Order.

under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974(a); or

- (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in compliance with requirement 27 (control of noise during operational phase and during maintenance); or
  - (ii) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

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

## PART 3

### Streets

#### Street works

**9.**—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (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 within or under it;
- (b) tunnel or bore under the street;
- (c) remove or use all earth and materials in or under the street;
- (d) place and keep apparatus under the street;
- (e) maintain apparatus under the street or change its position; and
- (f) execute any works required for or incidental to any works referred to in sub-paragraphs (a), (b), (c), (d) and (e).

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

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

#### Public rights of way

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

#### Temporary stopping up of streets

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

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(a) 1974 c. 40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c. 43. There are other amendments to the 1974 Act which are not relevant to the Order.

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

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

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

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

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

- (a) any street referred to in paragraph (4) without first consulting the street authority; and
- (b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) 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.

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

#### **Access to works**

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

- (a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) of Schedule 5 (access to works); and
- (b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 22 (highway accesses), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

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

#### **Agreements with street authorities**

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

- (a) any temporary stopping up, alteration or diversion of a street authorised by this Order; or
- (b) the carrying out in the street of any of the works referred to in article 9(1) (street works).

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

- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
- (b) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
- (c) contain such terms as to payment and otherwise as the parties consider appropriate.



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

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

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

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

(2) The provisions of the 1991 Act(a) are—

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

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

## **PART 4**

### **Supplemental Powers**

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

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

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

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

(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

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

(b) 1991 c. 56. Section 106 was amended by sections 35(8)(a) and 43(2) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 c. 43 and sections 36(2) and 99 of the Water Act 2003 c. 37 and section 32, and paragraph 16(1) of Schedule 3 of the Flood and Water Management Act 2010 c. 29.

(b) where that person has been given the opportunity to supervise the making of the opening.

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

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

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

(8) The undertaker must not:

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

(9) In this article—

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

(10) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3), approval under paragraph (4)(a) or consent under paragraph (8), that person is deemed to have granted consent or given approval, as the case may be.

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

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

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

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

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

- (a) must, if so required on entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

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

- (a) in land forming a railway without the consent of Network Rail Infrastructure Limited; or
  - (b) in land held by or in right of the Crown without the consent of the Crown.
- (5) No trial holes may be made under this article—
- (a) in land located within the highway boundary without the consent of the highway authority; or
  - (b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld.

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

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

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

that authority is deemed to have granted consent.

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

#### **Removal of human remains**

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

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

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

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

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

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

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

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

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

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question must be determined on the application of either party in a summary

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

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

(9) If—

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

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

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

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

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

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

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

(14) Section 25 of the Burial Act 1857<sup>(a)</sup> (offence of removal of body from burial ground) does not apply to a removal carried out in accordance with this article.

## PART 5

### Powers of Acquisition

#### Compulsory acquisition of land

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

(2) This article is subject to article 19 (time limit for exercise of authority to acquire land compulsorily), article 20 (compulsory acquisition of rights and the imposition of restrictive

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<sup>(a)</sup> 1857 c. 81.

covenants), article 24 (acquisition of subsoil and airspace only), article 25 (rights under or over streets), article 26 (temporary use of land for carrying out the authorised project) and article 41 (Crown rights).

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

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

- (a) no notice to treat may be served under Part 1 of the 1965 Act (which makes provision for compulsory purchase under the Acquisition of Land Act 1981); and
- (b) no declaration may be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act).

(2) The authority conferred by article 26 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), 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 and the imposition of restrictive covenants**

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

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

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

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

(5) In any case where the acquisition of new rights under paragraphs (1) and (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

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

#### **Private rights**

**21.**—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) are suspended and unenforceable or, where so notified by the undertaker to the person with the benefit of such private rights or restrictive covenants, extinguished in so far as in either case their continuance would be inconsistent with the exercise of the powers under article 18—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or

- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earliest.

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

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

whichever is the earliest.

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

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

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 29 (statutory undertakers) applies.

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

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

such 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**

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

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

(3) In section 1 (application of act), for subsection 2, substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.

(4) Section 5 (earliest date for execution of declaration) is omitted.

(5) Section 5A (time limit for general vesting declaration) is omitted(a).

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

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

(b) for “the three year period mentioned in section 5A” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Vanguard Offshore Wind Farm Order 2022”.

(7) In section 6 (notices after execution of declaration), in subsection (1)(b) for “section 15 of, or paragraph 5 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.

(8) In section 7 (constructive notice to treat), in subsection (1)(a), the words “(as modified by section 4 of the Acquisition of Land Act 1981)” are omitted.

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

“(2) But see article 24(3) (acquisition of subsoil and airspace only) of the Norfolk Vanguard Offshore Wind Farm Order 2022, which excludes the acquisition of subsoil and airspace only from this Schedule.”.

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 of the 2008 Act (as modified by article 23 (application of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

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

**23.**—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge)(d)—

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

(b) for “the three year period specified in section 4” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Vanguard Offshore Wind Farm Order 2022”.

(3) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Vanguard Offshore Wind Farm Order 2022”.

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

**24.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil or airspace of the land referred to in paragraph (1) of article 18 (compulsory acquisition of land) or article 20 (compulsory acquisition of rights and imposition of restrictive covenants) as may be

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

(b) Inserted by section 202(2) of the Housing and Planning Act 2016 (c. 22).

(c) Inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).

(d) Inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22).

required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

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

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

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act, as modified by paragraph 6 of Schedule 7;
- (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.

(4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or factory or airspace above a house, building or factory.

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

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

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

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

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

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (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 of the 1991 Act (sharing of cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

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

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

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



- (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project; and
- (e) construct any works, or use the land, as specified in relation to that land in column 3 of Schedule 8, or any mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.

(2) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land specified in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 8; or
- (b) in the case of land specified in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

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

- (a) replace any building, structure, drain or electric line removed under this article;
- (b) remove any drainage works installed by the undertaker under this article;
- (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 2 (streets subject to street works); or
- (d) restore the land on which any works have been carried out under paragraph (1) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.

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

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

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

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

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

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

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

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

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

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised project; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker is not required to comply with paragraph (3) in a case of emergency and if an emergency exists they must—

- (a) give to the owners and occupiers of the land in question notice of its intended entry or (as the case may be) of its having entered onto the land as soon as is reasonably practicable; and
- (b) comply with paragraph (1) so far as is reasonably possible in the circumstances.

(5) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.

(6) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

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

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

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

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

(11) Section 13 (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 of the 2008 Act (application of compulsory acquisition provisions).

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

- (a) in relation to the maintenance of any tree, hedge or shrub planted as part of an approved landscaping management scheme with the intention of screening the onshore project substation, the period referred to in requirement 19(2);
- (b) for the district of North Norfolk, the period referred to in requirement 19(2) in relation to the maintenance of landscaping; and
- (c) in relation to any other part of the authorised project, the period of 5 years beginning with the date on which the authorised project first exports electricity to the national electricity transmission network.

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

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

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

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

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

**Statutory undertakers**

**29.** Subject to the provisions of Schedule 16 (protective provisions) the undertaker may—

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

**Recovery of costs of new connections**

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

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29, 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 Communications Act 2003; and

“public utility undertaker” means a gas, water, electricity or sewerage undertaker.

## PART 6

### Operations

#### Operation of generating station

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

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

#### Deemed marine licences under the 2009 Act

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

## PART 7

### Miscellaneous and General

#### Application of landlord and tenant law

**33.**—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person’s use.

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

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

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

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

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

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

35.—(1) Subject to article 36 (trees subject to tree preservation orders), the undertaker may fell or lop or cut back any roots of any tree or shrub near any part of the authorised project, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

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

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

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

- (a) remove any hedgerows within the Order limits and specified in Schedule 13, Part 3 (removal of hedgerows) and those hedgerows that, after assessment, are not classed as important hedgerows specified in Schedule 13, Part 1 (removal of potentially important hedgerows); and
- (b) remove the important hedgerows as are within the Order limits and specified in Schedule 13, Part 1 (removal of potentially important hedgerows) and Part 2 (removal of important hedgerows).

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

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

36.—(1) Subject to paragraph (2), the undertaker must not fell or lop or cut back the roots of any tree within or overhanging land within the Order limits which is the subject of a tree preservation order.

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

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

- (a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) (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, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

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(a) S.I. 1997/1160.

### **Certification of plans etc**

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

- (a) the environmental statement (document reference 6.1);
- (b) the land plan (document reference 2.2);
- (c) the works plan (document reference 2.4);
- (d) the access to works plan (document reference 2.5);
- (e) the temporary stopping up of public rights of way plan (document reference 2.6);
- (f) the streets to be temporarily stopped up plan (document reference 2.7);
- (g) the important hedgerows plan (document reference 2.11);
- (h) the book of reference (4.3);
- (i) the outline code of construction practice (8.1);
- (j) the design and access statement (8.3);
- (k) the outline written scheme of investigation (onshore) (8.5);
- (l) the outline written scheme of investigation (offshore) (8.6);
- (m) the outline landscape and ecological management strategy (8.7);
- (n) the outline traffic management plan (8.8);
- (o) the outline travel plan (8.9);
- (p) the outline access management plan (8.10);
- (q) the outline offshore operations and maintenance plan (8.11);
- (r) the offshore in principle monitoring plan (8.12);
- (s) the draft marine mammal mitigation protocol (8.13);
- (t) the outline project environmental management plan (document reference 8.14);
- (u) the outline scour protection and cable protection plan (document reference 8.16);
- (v) the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation site integrity plan (8.17);
- (w) the outline marine traffic monitoring strategy (8.18);
- (x) the outline fisheries liaison and co-existence plan (8.19);
- (y) the outline Norfolk Vanguard Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan (8.20);
- (z) the outline operational drainage plan (8.21);
- (aa) the outline skills and employment strategy (8.22);
- (bb) the Development Principles (8.23);
- (cc) the Onshore Project Substation Masterplan (8.27); the Alde-Ore Estuary Special Protection Area (SPA) – In Principle Compensation (8.24);
- (dd) the Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation (8.25); and
- (ee) the Flamborough and Filey Coast Special Protection Area (SPA) – In Principle Compensation (8.26).

(2) The outline landscape and ecological management strategy referred to at paragraph (1)(m) shall include the mitigations that were agreed during the examination of the Norfolk Boreas Development Consent Order in order to avoid a net loss of trees in relation to the proposed trenched crossing at Colby Road.

(3) The outline traffic management plan referred to at paragraph (1)(n) shall include the Highway Intervention and Highway Mitigation schemes that were agreed during the examination

of the Norfolk Boreas Development Consent Order in order to reduce the residual traffic impacts on Cawston and the adverse effects of construction traffic on Link 68 at Oulton.

(4) Any other mitigations agreed during the examination of the Norfolk Boreas Development Consent Order in relation to Work Nos. 4B-12 shall be included in the relevant plan listed in paragraph (1) before submission to the Secretary of State for certification.

(5) 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.

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

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

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

#### **Arbitration**

**38.—**(1) Subject to article 41 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled in arbitration in accordance with the rules at Schedule 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) Any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order shall not be subject to arbitration.

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

**39.—**(1) Where an application is made to or request is made of the relevant planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain for any agreement or approval required or contemplated by any of the provisions of the Order, such agreement or approval must, if given, be given in writing and may not be unreasonably withheld.

(2) Schedule 15 (procedure for discharge of requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 and 34 in Part 3 of Schedule 1 (requirements).

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

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

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

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

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(a) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 c. 32.

### **Crown rights**

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

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

(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.

(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.

### **Service of Notices**

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

- (a) by post; or
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (9), 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 of the Interpretation Act 1978( ) (references to service by post) 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 an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by 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) in a form sufficiently permanent to be used for subsequent reference.

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

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

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

- (a) that person must give notice in writing or by electronic transmission revoking any consent given 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.

#### **Protective provisions**

44. Schedule 16 (protective provisions) has effect.

#### **Compensation to protect the coherence of the national site network**

45. Schedule 17 (compensation to protect the coherence of the national site network) has effect.

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

11th February 2022

*Gareth Leigh*  
Head of Energy Infrastructure Planning  
Department for Business, Energy and Industrial Strategy

## **SCHEDULE 1**

Article 2

### **Authorised Project**

#### **PART 1**

##### **Authorised Development**

1. A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea approximately 47km from the Norfolk coast, comprising—

#### **Offshore**

Work No. 1

- (a) an offshore wind turbine generating station with a gross electrical output of over 100 MW comprising up to 145 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), or gravity base fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;

- (b) up to two accommodation platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating, and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings;

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 – up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;

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

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

#### **Intertidal area**

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

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

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

Work No. 5 – onshore transmission works consisting of up to four cables to be laid in ducts and up to four additional cable ducts for the wind farm authorised by the Norfolk Boreas Development Consent Order laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 4C to Work No. 6;

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

Work No. 6 – onshore transmission works consisting of up to four cables to be laid in ducts and up to four additional cable ducts for the wind farm authorised by the Norfolk Boreas Development Consent Order laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 5 to Work No. 7;

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

Work No. 7 – onshore transmission works consisting of up to four cables to be laid in ducts and up to four additional cable ducts for the wind farm authorised by the Norfolk Boreas Development

Consent Order laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 6 to Work No. 8A;

Work No. 8A – onshore project substation to the east of the existing National Grid substation at Necton;

Work No.8B – surface water management, bunding, embankments, boundary treatments and landscaping in connection with Work No. 8A;

Work No. 9 – works consisting of the connection of up to twelve interface cables, laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 8A to the extended National Grid substation at Necton;

Work No. 10A – an extension to the existing National Grid substation at Necton;

Work No. 10B – additional surface water management for the extended National Grid substation at Necton in connection with Work No. 10A;

Work No. 10C – bunding, embankments, boundary treatments and landscaping in connection with Work No. 10A;

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

Work No. 11A – the overhead line modification;

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

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

- (f) scour protection around the foundations of the offshore structures;
- (g) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (h) the removal of material from the seabed required for the construction of Work Nos. 1 to 4B and the disposal of up to 49,211,390 cubic metres of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;
- (i) removal of static fishing equipment; and
- (j) disposal of drill arisings in connection with any foundation drilling up to a total of 414,761 cubic metres;

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

- (k) works to secure vehicular and/or pedestrian means of access including the creation of new tracks, footpaths, and/or widening, creation of passing places, upgrades, creation of bell mouths, creation of temporary slip roads and improvements of existing tracks, footpaths and roads;
- (l) temporary access tracks and running tracks both alongside and used for the purpose of constructing Work Nos. 5, 6, 7, and 9;
- (m) car parking areas, welfare facilities, temporary offices and workshops;

- (n) bunds, embankments, swales, landscaping, boundary treatments and works to mitigate any effects of the construction, operation or maintenance of the authorised project;
- (o) spoil and equipment storage;
- (p) jointing pits, manholes, kiosks, marker posts, link boxes and other works associated with laying ducts and/or cables and fibre optic cables and/or pulling cables and fibre optic cables through cable ducts;
- (q) water supply works, foul drainage provision, surface water management systems, temporary drainage during installation of ducts and/or cables and fibre optic cables and at the onshore project substation and culverting;
- (r) works of restoration;
- (s) fencing or other means of enclosure;
- (t) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (u) working sites and mobilisation areas in connection with the construction of the authorised development;
- (v) bowzers, septic tanks, generators and standby generators;
- (w) ramps and temporary bridges used for the purpose of constructing Work Nos. 5, 6 7, and 9;
- (x) works for the provision of apparatus including cabling, water and electricity supply works;
- (y) habitat creation and archaeological works; and
- (z) such other works, apparatus, plant and machinery of whatever nature as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project;

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

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

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

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	269	52° 48' 36.617" N	1° 39' 45.198" E
2	52° 49' 53.975" N	3° 5' 22.789" E	270	52° 48' 36.608" N	1° 39' 45.442" E
3	52° 46' 19.050" N	3° 2' 16.682" E	271	52° 48' 36.111" N	1° 39' 58.227" E
4	52° 45' 10.584" N	2° 45' 33.989" E	272	52° 47' 53.162" N	1° 57' 17.842" E
5	52° 51' 41.636" N	2° 45' 34.220" E	273	52° 47' 51.688" N	1° 57' 48.405" E
6	53° 2' 36.817" N	2° 34' 16.309" E	274	52° 47' 50.436" N	1° 58' 0.642" E
7	52° 49'	2° 34'	275	52° 47'	1° 58'

	38.834" N	15.809" E		48.214" N	12.320" E
8	52° 48' 47.472" N	2° 33' 28.343" E	276	52° 47' 42.495" N	1° 58' 33.820" E
9	52° 48' 3.133" N	2° 26' 37.427" E	277	52° 47' 36.793" N	1° 58' 49.157" E
10	52° 56' 9.089" N	2° 18' 33.231" E	278	52° 47' 27.713" N	1° 59' 7.719" E
11	52° 45' 11.467" N	2° 45' 30.454" E	279	52° 47' 19.963" N	1° 59' 19.409" E
12	52° 45' 11.943" N	2° 45' 28.711" E	280	52° 47' 10.581" N	1° 59' 30.409" E
13	52° 45' 12.967" N	2° 45' 25.281" E	281	52° 45' 3.401" N	2° 1' 51.874" E
14	52° 45' 14.081" N	2° 45' 21.928" E	282	52° 45' 3.127" N	2° 1' 52.189" E
15	52° 45' 15.285" N	2° 45' 18.661" E	283	52° 45' 2.287" N	2° 1' 53.183" E
16	52° 45' 15.920" N	2° 45' 17.061" E	284	52° 45' 1.635" N	2° 1' 53.925" E
17	52° 45' 17.254" N	2° 45' 13.933" E	285	52° 45' 1.351" N	2° 1' 54.277" E
18	52° 45' 17.952" N	2° 45' 12.407" E	286	52° 45' 0.388" N	2° 1' 55.510" E
19	52° 45' 19.409" N	2° 45' 9.432" E	287	52° 45' 0.110" N	2° 1' 55.877" E
20	52° 45' 20.533" N	2° 45' 7.335" E	288	52° 44' 59.840" N	2° 1' 56.258" E
21	52° 45' 20.944" N	2° 45' 6.567" E	289	52° 44' 58.926" N	2° 1' 57.587" E
22	52° 45' 21.741" N	2° 45' 5.178" E	290	52° 44' 58.663" N	2° 1' 57.982" E
23	52° 45' 23.389" N	2° 45' 2.488" E	291	52° 44' 58.407" N	2° 1' 58.390" E
24	52° 45' 24.240" N	2° 45' 1.188" E	292	52° 44' 57.545" N	2° 1' 59.812" E
25	52° 45' 25.993" N	2° 44' 58.685" E	293	52° 44' 57.298" N	2° 2' 0.233" E
26	52° 45' 27.812" N	2° 44' 56.313" E	294	52° 44' 57.059" N	2° 2' 0.667" E
27	52° 45' 29.693" N	2° 44' 54.076" E	295	52° 44' 56.253" N	2° 2' 2.175" E
28	52° 45' 31.632" N	2° 44' 51.980" E	296	52° 44' 56.022" N	2° 2' 2.621" E
29	52° 45' 32.623" N	2° 44' 50.985" E	297	52° 44' 55.800" N	2° 2' 3.078" E
30	52° 45' 33.626" N	2° 44' 50.027" E	298	52° 44' 55.053" N	2° 2' 4.667" E
31	52° 45' 35.671" N	2° 44' 48.223" E	299	52° 44' 54.839" N	2° 2' 5.136" E
32	52° 45' 37.763" N	2° 44' 46.570" E	300	52° 44' 54.635" N	2° 2' 5.615" E

33	52° 45' 39.897" N	2° 44' 45.071" E	301	52° 44' 53.950" N	2° 2' 7.278" E
34	52° 45' 42.069" N	2° 44' 43.731" E	302	52° 44' 53.755" N	2° 2' 7.768" E
3	52° 45' 43.168" N	2° 44' 43.121" E	303	52° 44' 53.569" N	2° 2' 8.268" E
36	52° 45' 44.275" N	2° 44' 42.551" E	304	52° 44' 52.949" N	2° 2' 9.998" E
37	52° 45' 46.511" N	2° 44' 41.534" E	305	52° 44' 52.773" N	2° 2' 10.507" E
38	52° 45' 47.638" N	2° 44' 41.087" E	306	52° 44' 52.607" N	2° 2' 11.025" E
39	52° 45' 48.833" N	2° 44' 40.681" E	307	52° 44' 52.053" N	2° 2' 12.816" E
40	52° 46' 9.781" N	2° 44' 40.687" E	308	52° 44' 51.897" N	2° 2' 13.343" E
41	52° 46' 46.724" N	2° 44' 40.696" E	309	52° 44' 51.751" N	2° 2' 13.877" E
42	52° 46' 48.173" N	2° 44' 40.696" E	310	52° 44' 51.267" N	2° 2' 15.722" E
43	52° 46' 52.974" N	2° 44' 40.698" E	311	52° 44' 51.131" N	2° 2' 16.263" E
44	52° 46' 55.152" N	2° 44' 40.698" E	312	52° 44' 51.006" N	2° 2' 16.812" E
45	52° 46' 57.976" N	2° 44' 40.699" E	313	52° 44' 50.593" N	2° 2' 18.703" E
46	52° 47' 0.395" N	2° 44' 40.053" E	314	52° 44' 50.478" N	2° 2' 19.257" E
47	52° 47' 1.558" N	2° 44' 39.624" E	315	52° 44' 50.373" N	2° 2' 19.818" E
48	52° 47' 1.970" N	2° 44' 39.479" E	316	52° 44' 50.034" N	2° 2' 21.747" E
49	52° 47' 2.003" N	2° 44' 39.463" E	317	52° 44' 49.940" N	2° 2' 22.313" E
50	52° 47' 3.144" N	2° 44' 38.936" E	318	52° 44' 49.857" N	2° 2' 22.883" E
51	52° 47' 4.295" N	2° 44' 38.272" E	319	52° 44' 49.592" N	2° 2' 24.844" E
52	52° 47' 4.681" N	2° 44' 38.004" E	320	52° 44' 49.520" N	2° 2' 25.418" E
53	52° 47' 4.998" N	2° 44' 37.816" E	321	52° 44' 49.459" N	2° 2' 25.996" E
54	52° 47' 5.524" N	2° 44' 37.450" E	322	52° 44' 49.268" N	2° 2' 27.980" E
55	52° 47' 6.616" N	2° 44' 36.554" E	323	52° 44' 49.218" N	2° 2' 28.561" E
56	52° 47' 7.671" N	2° 44' 35.546" E	324	52° 44' 49.179" N	2° 2' 29.143" E
57	52° 47' 8.686" N	2° 44' 34.431" E	325	52° 44' 49.065" N	2° 2' 31.144" E
58	52° 47'	2° 44'	326	52° 44'	2° 2' 31.728" E

	9.657" N	33.214" E		49.037" N	E
59	52° 47' 10.579" N	2° 44' 31.898" E	327	52° 44' 49.021" N	2° 2' 32.314" E
60	52° 47' 11.449" N	2° 44' 30.489" E	328	52° 44' 48.989" N	2° 2' 34.021" E
61	52° 47' 12.264" N	2° 44' 28.993" E	329	52° 44' 48.983" N	2° 2' 34.638" E
62	52° 47' 13.021" N	2° 44' 27.415" E	330	52° 44' 49.220" N	2° 15' 49.970" E
63	52° 47' 13.715" N	2° 44' 25.762" E	331	52° 44' 49.236" N	2° 15' 51.345" E
64	52° 47' 14.346" N	2° 44' 24.040" E	332	52° 44' 49.268" N	2° 15' 53.169" E
65	52° 47' 14.910" N	2° 44' 22.257" E	333	52° 44' 49.284" N	2° 15' 53.754" E
66	52° 47' 15.404" N	2° 44' 20.418" E	334	52° 44' 49.311" N	2° 15' 54.339" E
67	52° 47' 15.784" N	2° 44' 18.728" E	335	52° 44' 49.422" N	2° 15' 56.340" E
68	52° 47' 15.918" N	2° 44' 18.041" E	336	52° 44' 49.460" N	2° 15' 56.922" E
69	52° 47' 16.179" N	2° 44' 16.606" E	337	52° 44' 49.509" N	2° 15' 57.503" E
70	52° 47' 16.456" N	2° 44' 14.647" E	338	52° 44' 49.680" N	2° 15' 59.308" E
71	52° 47' 16.520" N	2° 44' 14.023" E	339	52° 44' 49.731" N	2° 15' 59.809" E
72	52° 47' 16.658" N	2° 44' 12.664" E	340	52° 44' 49.791" N	2° 16' 0.309" E
73	52° 47' 16.784" N	2° 44' 10.663" E	341	52° 44' 51.112" N	2° 16' 10.573" E
74	52° 47' 16.834" N	2° 44' 8.653" E	342	52° 44' 51.112" N	2° 16' 10.573" E
75	52° 47' 16.807" N	2° 44' 6.642" E	343	52° 45' 49.555" N	2° 23' 47.080" E
76	52° 47' 16.703" N	2° 44' 4.638" E	344	52° 45' 49.556" N	2° 23' 47.093" E
77	52° 47' 16.559" N	2° 44' 3.046" E	345	52° 45' 49.762" N	2° 23' 48.593" E
78	52° 47' 15.589" N	2° 43' 55.247" E	346	52° 45' 50.105" N	2° 23' 50.522" E
79	52° 47' 14.341" N	2° 43' 45.216" E	347	52° 45' 50.521" N	2° 23' 52.412" E
80	52° 47' 13.615" N	2° 43' 39.381" E	348	52° 45' 51.008" N	2° 23' 54.255" E
81	52° 47' 13.538" N	2° 43' 38.765" E	349	52° 45' 51.565" N	2° 23' 56.044" E
82	52° 43' 46.039" N	2° 16' 19.075" E	350	52° 45' 52.188" N	2° 23' 57.772" E
83	52° 43' 45.182" N	2° 16' 10.004" E	351	52° 45' 52.876" N	2° 23' 59.431" E

84	52° 43' 44.634" N	2° 16' 0.162" E	352	52° 45' 53.626" N	2° 24' 1.017" E
85	52° 43' 44.531" N	2° 15' 54.221" E	353	52° 45' 54.434" N	2° 24' 2.521" E
86	52° 43' 44.490" N	2° 15' 51.462" E	354	52° 45' 55.299" N	2° 24' 3.939" E
87	52° 43' 44.512" N	2° 7' 23.550" E	355	52° 45' 56.215" N	2° 24' 5.265" E
88	52° 42' 44.166" N	2° 3' 14.512" E	356	52° 45' 57.180" N	2° 24' 6.493" E
89	52° 42' 43.152" N	2° 3' 9.802" E	357	52° 45' 58.191" N	2° 24' 7.619" E
90	52° 42' 42.369" N	2° 3' 4.946" E	358	52° 45' 59.242" N	2° 24' 8.639" E
91	52° 42' 31.534" N	2° 1' 44.644" E	359	52° 46' 0.330" N	2° 24' 9.547" E
92	52° 42' 31.056" N	2° 1' 40.338" E	360	52° 46' 1.450" N	2° 24' 10.341" E
93	52° 42' 30.948" N	2° 1' 39.044" E	361	52° 46' 2.598" N	2° 24' 11.017" E
94	52° 42' 30.701" N	2° 1' 34.686" E	362	52° 46' 3.770" N	2° 24' 11.573" E
95	52° 42' 30.654" N	2° 1' 30.309" E	363	52° 46' 4.960" N	2° 24' 12.007" E
96	52° 42' 30.675" N	2° 1' 29.003" E	364	52° 46' 6.165" N	2° 24' 12.317" E
97	52° 42' 30.833" N	2° 1' 25.173" E	365	52° 46' 7.380" N	2° 24' 12.501" E
98	52° 42' 33.173" N	2° 0' 49.768" E	366	52° 46' 8.022" N	2° 24' 12.532" E
99	52° 42' 34.216" N	2° 0' 40.941" E	367	52° 46' 9.762" N	2° 24' 12.670" E
100	52° 42' 34.439" N	2° 0' 39.649" E	368	52° 50' 9.656" N	2° 24' 31.707" E
101	52° 42' 35.302" N	2° 0' 35.379" E	369	52° 51' 3.549" N	2° 34' 15.864" E
102	52° 42' 41.649" N	2° 0' 7.655" E	370	52° 51' 3.486" N	2° 34' 19.188" E
103	52° 42' 43.788" N	2° 0' 0.073" E	371	52° 51' 3.295" N	2° 34' 22.530" E
104	52° 42' 44.149" N	1° 59' 59.016" E	372	52° 51' 2.978" N	2° 34' 25.846" E
105	52° 42' 45.445" N	1° 59' 55.557" E	373	52° 51' 2.535" N	2° 34' 29.122" E
106	52° 42' 55.437" N	1° 59' 30.877" E	374	52° 51' 1.968" N	2° 34' 32.346" E
107	52° 42' 55.855" N	1° 59' 29.924" E	375	52° 51' 1.280" N	2° 34' 35.504" E
108	52° 42' 58.378" N	1° 59' 24.593" E	376	52° 51' 0.473" N	2° 34' 38.585" E
109	52° 42'	1° 59'	377	52° 50'	2° 34'



	58.842" N	23.685" E		59.551" N	41.577" E
110	52° 43' 0.673" N	1° 59' 20.588" E	378	52° 50' 58.516" N	2° 34' 44.466" E
111	52° 43' 2.861" N	1° 59' 17.394" E	379	52° 50' 57.374" N	2° 34' 47.243" E
112	52° 43' 17.859" N	1° 58' 57.179" E	380	52° 50' 56.129" N	2° 34' 49.896" E
113	52° 43' 19.625" N	1° 58' 54.953" E	381	52° 50' 54.785" N	2° 34' 52.414" E
114	52° 43' 21.284" N	1° 58' 53.106" E	382	52° 50' 53.348" N	2° 34' 54.787" E
115	52° 43' 21.796" N	1° 58' 52.576" E	383	52° 50' 51.823" N	2° 34' 57.007" E
116	52° 43' 23.547" N	1° 58' 50.895" E	384	52° 50' 50.218" N	2° 34' 59.065" E
117	52° 45' 46.103" N	1° 56' 43.184" E	385	52° 50' 48.537" N	2° 35' 0.952" E
118	52° 46' 2.160" N	1° 56' 27.260" E	386	52° 50' 46.788" N	2° 35' 2.661" E
119	52° 46' 3.532" N	1° 56' 26.078" E	387	52° 50' 44.977" N	2° 35' 4.185" E
120	52° 46' 17.577" N	1° 56' 12.146" E	388	52° 50' 43.112" N	2° 35' 5.518" E
121	52° 46' 37.038" N	1° 55' 33.566" E	389	52° 50' 41.200" N	2° 35' 6.655" E
122	52° 46' 51.513" N	1° 54' 38.977" E	390	52° 50' 39.248" N	2° 35' 7.591" E
123	52° 46' 58.151" N	1° 53' 21.115" E	391	52° 50' 37.265" N	2° 35' 8.323" E
124	52° 46' 59.490" N	1° 52' 52.341" E	392	52° 50' 33.492" N	2° 35' 9.272" E
125	52° 47' 32.039" N	1° 39' 38.159" E	393	52° 50' 32.920" N	2° 35' 9.346" E
126	52° 47' 32.129" N	1° 39' 36.152" E	394	52° 46' 31.498" N	2° 26' 1.301" E
127	52° 47' 32.273" N	1° 39' 33.526" E	395	52° 46' 31.407" N	2° 26' 1.294" E
128	52° 47' 32.388" N	1° 39' 31.565" E	396	52° 46' 31.505" N	2° 26' 1.330" E
129	52° 47' 32.521" N	1° 39' 29.607" E	397	52° 46' 30.476" N	2° 26' 1.280" E
130	52° 47' 32.673" N	1° 39' 27.652" E	398	52° 46' 29.257" N	2° 26' 1.347" E
131	52° 47' 32.844" N	1° 39' 25.702" E	399	52° 46' 28.043" N	2° 26' 1.540" E
132	52° 47' 33.028" N	1° 39' 23.714" E	400	52° 46' 26.839" N	2° 26' 1.859" E
133	52° 47' 33.217" N	1° 39' 21.768" E	401	52° 46' 25.650" N	2° 26' 2.301" E
134	52° 47' 33.425" N	1° 39' 19.828" E	402	52° 46' 24.480" N	2° 26' 2.866" E

135	52° 47' 33.652" N	1° 39' 17.893" E	403	52° 46' 23.333" N	2° 26' 3.551" E
136	52° 47' 33.896" N	1° 39' 15.964" E	404	52° 46' 22.215" N	2° 26' 4.353" E
137	52° 47' 34.155" N	1° 39' 13.999" E	405	52° 46' 21.130" N	2° 26' 5.269" E
138	52° 47' 34.419" N	1° 39' 12.073" E	406	52° 46' 20.230" N	2° 26' 6.150" E
139	52° 47' 34.701" N	1° 39' 10.153" E	407	52° 46' 20.081" N	2° 26' 6.296" E
140	52° 47' 35.001" N	1° 39' 8.241" E	408	52° 46' 19.074" N	2° 26' 7.430" E
141	52° 47' 35.320" N	1° 39' 6.337" E	409	52° 46' 18.112" N	2° 26' 8.665" E
142	52° 47' 35.827" N	1° 39' 3.397" E	410	52° 46' 17.199" N	2° 26' 9.998" E
143	52° 47' 36.193" N	1° 39' 1.398" E	411	52° 46' 16.338" N	2° 26' 11.422" E
144	52° 47' 36.599" N	1° 38' 59.313" E	412	52° 46' 15.534" N	2° 26' 12.933" E
145	52° 47' 37.000" N	1° 38' 57.371" E	413	52° 46' 14.788" N	2° 26' 14.524" E
146	52° 47' 37.497" N	1° 38' 55.056" E	414	52° 46' 14.105" N	2° 26' 16.189" E
147	52° 47' 37.906" N	1° 38' 53.193" E	415	52° 46' 13.486" N	2° 26' 17.921" E
148	52° 47' 38.332" N	1° 38' 51.340" E	416	52° 46' 12.935" N	2° 26' 19.714" E
149	52° 47' 38.777" N	1° 38' 49.499" E	417	52° 46' 12.453" N	2° 26' 21.561" E
150	52° 47' 39.239" N	1° 38' 47.670" E	418	52° 46' 12.042" N	2° 26' 23.454" E
151	52° 48' 59.902" N	1° 33' 32.091" E	419	52° 46' 11.704" N	2° 26' 25.386" E
152	52° 49' 1.602" N	1° 33' 25.973" E	420	52° 46' 11.440" N	2° 26' 27.349" E
153	52° 49' 2.819" N	1° 33' 19.121" E	421	52° 46' 11.252" N	2° 26' 29.335" E
154	52° 49' 3.674" N	1° 33' 13.073" E	422	52° 46' 11.139" N	2° 26' 31.337" E
155	52° 49' 3.797" N	1° 33' 6.096" E	423	52° 46' 11.103" N	2° 26' 33.346" E
156	52° 49' 2.898" N	1° 32' 57.549" E	424	52° 46' 11.144" N	2° 26' 35.356" E
157	52° 49' 4.139" N	1° 32' 54.271" E	425	52° 46' 11.261" N	2° 26' 37.357" E
158	52° 49' 4.845" N	1° 32' 52.212" E	426	52° 46' 11.399" N	2° 26' 38.780" E
159	52° 49' 5.188" N	1° 32' 51.467" E	427	52° 46' 11.399" N	2° 26' 38.781" E
160	52° 49'	1° 32'	428	52° 46'	2° 26'

	6.147" N	49.575" E		11.399" N	38.782" E
161	52° 49' 7.035" N	1° 32' 47.473" E	429	52° 47' 4.976" N	2° 33' 42.433" E
162	52° 49' 7.208" N	1° 32' 46.999" E	430	52° 47' 5.398" N	2° 33' 45.780" E
163	52° 49' 8.015" N	1° 32' 44.486" E	431	52° 47' 6.051" N	2° 33' 50.967" E
164	52° 49' 8.663" N	1° 32' 42.319" E	432	52° 47' 6.366" N	2° 33' 53.472" E
165	52° 49' 8.910" N	1° 32' 41.417" E	433	52° 47' 6.366" N	2° 33' 53.472" E
166	52° 49' 9.102" N	1° 32' 41.019" E	434	52° 47' 6.366" N	2° 33' 53.473" E
167	52° 49' 9.635" N	1° 32' 40.648" E	435	52° 47' 6.675" N	2° 33' 55.224" E
168	52° 49' 9.807" N	1° 32' 40.345" E	436	52° 47' 7.088" N	2° 33' 57.116" E
169	52° 49' 9.768" N	1° 32' 39.737" E	437	52° 47' 7.573" N	2° 33' 58.962" E
170	52° 49' 9.855" N	1° 32' 38.941" E	438	52° 47' 8.126" N	2° 34' 0.754" E
171	52° 49' 10.086" N	1° 32' 38.247" E	439	52° 47' 8.747" N	2° 34' 2.485" E
172	52° 49' 10.218" N	1° 32' 37.939" E	440	52° 47' 9.433" N	2° 34' 4.148" E
173	52° 49' 10.691" N	1° 32' 36.993" E	441	52° 47' 10.180" N	2° 34' 5.737" E
174	52° 49' 11.553" N	1° 32' 35.417" E	442	52° 47' 10.987" N	2° 34' 7.246" E
175	52° 49' 12.200" N	1° 32' 33.887" E	443	52° 47' 11.849" N	2° 34' 8.668" E
176	52° 49' 12.742" N	1° 32' 32.736" E	444	52° 47' 12.764" N	2° 34' 9.998" E
177	52° 49' 13.080" N	1° 32' 31.922" E	445	52° 47' 13.727" N	2° 34' 11.230" E
178	52° 49' 13.507" N	1° 32' 31.040" E	446	52° 47' 14.736" N	2° 34' 12.361" E
179	52° 49' 14.325" N	1° 32' 29.767" E	447	52° 47' 15.785" N	2° 34' 13.384" E
180	52° 49' 14.340" N	1° 32' 29.796" E	448	52° 47' 16.872" N	2° 34' 14.297" E
181	52° 49' 15.178" N	1° 32' 31.478" E	449	52° 47' 17.991" N	2° 34' 15.096" E
182	52° 49' 15.638" N	1° 32' 32.401" E	450	52° 47' 19.138" N	2° 34' 15.777" E
183	52° 49' 45.178" N	1° 33' 31.705" E	451	52° 47' 20.309" N	2° 34' 16.338" E
184	52° 49' 45.944" N	1° 33' 33.513" E	452	52° 47' 21.499" N	2° 34' 16.777" E
185	52° 49' 46.772" N	1° 33' 35.540" E	453	52° 47' 22.704" N	2° 34' 17.091" E

186	52° 49' 47.579" N	1° 33' 37.591" E	454	52° 47' 23.918" N	2° 34' 17.280" E
187	52° 49' 48.363" N	1° 33' 39.664" E	455	52° 47' 25.496" N	2° 34' 17.365" E
188	52° 49' 49.126" N	1° 33' 41.760" E	456	52° 48' 2.953" N	2° 26' 36.184" E
189	52° 49' 49.866" N	1° 33' 43.878" E	457	52° 48' 2.518" N	2° 26' 33.730" E
190	52° 49' 50.585" N	1° 33' 46.016" E	458	52° 48' 1.985" N	2° 26' 31.328" E
191	52° 49' 51.280" N	1° 33' 48.175" E	459	52° 48' 1.357" N	2° 26' 28.991" E
192	52° 49' 51.952" N	1° 33' 50.354" E	460	52° 48' 1.009" N	2° 26' 27.849" E
193	52° 49' 52.602" N	1° 33' 52.551" E	461	52° 48' 0.243" N	2° 26' 25.626" E
194	52° 49' 53.228" N	1° 33' 54.767" E	462	52° 47' 59.827" N	2° 26' 24.547" E
195	52° 49' 53.831" N	1° 33' 57.000" E	463	52° 47' 58.931" N	2° 26' 22.461" E
196	52° 49' 54.410" N	1° 33' 59.251" E	464	52° 47' 57.954" N	2° 26' 20.477" E
197	52° 49' 54.965" N	1° 34' 1.518" E	465	52° 47' 57.436" N	2° 26' 19.526" E
198	52° 49' 55.496" N	1° 34' 3.800" E	466	52° 47' 56.343" N	2° 26' 17.712" E
199	52° 49' 56.003" N	1° 34' 6.098" E	467	52° 47' 55.181" N	2° 26' 16.022" E
200	52° 49' 56.486" N	1° 34' 8.409" E	468	52° 47' 53.953" N	2° 26' 14.462" E
210	52° 49' 56.944" N	1° 34' 10.735" E	469	52° 47' 53.316" N	2° 26' 13.734" E
202	52° 49' 57.378" N	1° 34' 13.073" E	470	52° 47' 52.000" N	2° 26' 12.384" E
203	52° 49' 57.786" N	1° 34' 15.423" E	471	52° 47' 51.322" N	2° 26' 11.763" E
204	52° 49' 58.171" N	1° 34' 17.784" E	472	52° 47' 49.931" N	2° 26' 10.635" E
205	52° 49' 58.530" N	1° 34' 20.157" E	473	52° 47' 48.498" N	2° 26' 9.662" E
206	52° 49' 58.864" N	1° 34' 22.539" E	474	52° 47' 47.030" N	2° 26' 8.847" E
207	52° 49' 59.173" N	1° 34' 24.930" E	475	52° 47' 45.531" N	2° 26' 8.195" E
208	52° 49' 59.456" N	1° 34' 27.330" E	476	52° 47' 44.124" N	2° 26' 7.739" E
209	52° 49' 59.714" N	1° 34' 29.738" E	477	52° 47' 42.819" N	2° 26' 7.446" E
210	52° 49' 59.947" N	1° 34' 32.153" E	478	52° 47' 42.518" N	2° 26' 7.422" E
211	52° 50'	1° 34'	479	52° 47'	2° 26' 6.759"

	0.154" N	34.574" E		40.198" N	E
212	52° 50' 0.336" N	1° 34' 37.001" E	480	52° 47' 32.505" N	2° 26' 6.180" E
213	52° 50' 0.492" N	1° 34' 39.433" E	481	52° 50' 2.151" N	2° 35' 9.316" E
214	52° 50' 0.623" N	1° 34' 41.869" E	482	52° 47' 39.858" N	2° 35' 10.667" E
215	52° 50' 0.727" N	1° 34' 44.308" E	483	52° 47' 38.680" N	2° 35' 10.728" E
216	52° 50' 0.806" N	1° 34' 46.750" E	484	52° 47' 37.466" N	2° 35' 10.917" E
217	52° 50' 0.859" N	1° 34' 49.193" E	485	52° 47' 36.261" N	2° 35' 11.231" E
218	52° 50' 0.887" N	1° 34' 51.638" E	486	52° 47' 35.071" N	2° 35' 11.670" E
219	52° 50' 0.888" N	1° 34' 54.083" E	487	52° 47' 33.900" N	2° 35' 12.231" E
220	52° 50' 0.864" N	1° 34' 56.528" E	488	52° 47' 32.753" N	2° 35' 12.912" E
221	52° 50' 0.814" N	1° 34' 58.972" E	489	52° 47' 31.634" N	2° 35' 13.711" E
222	52° 50' 0.739" N	1° 35' 1.414" E	490	52° 47' 30.547" N	2° 35' 14.623" E
223	52° 50' 0.637" N	1° 35' 3.854" E	491	52° 47' 29.498" N	2° 35' 15.647" E
224	52° 50' 0.510" N	1° 35' 6.290" E	492	52° 47' 28.489" N	2° 35' 16.777" E
225	52° 50' 0.357" N	1° 35' 8.722" E	493	52° 47' 27.525" N	2° 35' 18.010" E
226	52° 50' 0.178" N	1° 35' 11.150" E	494	52° 47' 26.611" N	2° 35' 19.340" E
227	52° 49' 59.974" N	1° 35' 13.572" E	495	52° 47' 25.748" N	2° 35' 20.762" E
228	52° 49' 59.745" N	1° 35' 15.987" E	496	52° 47' 24.942" N	2° 35' 22.271" E
229	52° 49' 59.490" N	1° 35' 18.396" E	497	52° 47' 24.194" N	2° 35' 23.860" E
230	52° 49' 59.209" N	1° 35' 20.797" E	498	52° 47' 23.509" N	2° 35' 25.523" E
231	52° 49' 58.903" N	1° 35' 23.190" E	499	52° 47' 22.888" N	2° 35' 27.254" E
232	52° 49' 58.573" N	1° 35' 25.573" E	500	52° 47' 22.334" N	2° 35' 29.046" E
233	52° 49' 58.217" N	1° 35' 27.947" E	501	52° 47' 21.849" N	2° 35' 30.892" E
234	52° 49' 57.836" N	1° 35' 30.310" E	502	52° 47' 21.436" N	2° 35' 32.784" E
235	52° 49' 57.430" N	1° 35' 32.661" E	503	52° 47' 21.096" N	2° 35' 34.716" E
236	52° 49' 56.999" N	1° 35' 35.001" E	504	52° 47' 20.829" N	2° 35' 36.678" E

237	52° 49' 56.544" N	1° 35' 37.328" E	505	52° 47' 20.638" N	2° 35' 38.665" E
238	52° 49' 56.064" N	1° 35' 39.641" E	506	52° 47' 20.523" N	2° 35' 40.667" E
239	52° 49' 55.560" N	1° 35' 41.940" E	507	52° 47' 20.485" N	2° 35' 42.678" E
240	52° 49' 55.032" N	1° 35' 44.225" E	508	52° 47' 20.523" N	2° 35' 44.688" E
241	52° 49' 54.480" N	1° 35' 46.494" E	509	52° 47' 20.637" N	2° 35' 46.691" E
242	52° 49' 53.904" N	1° 35' 48.746" E	510	52° 47' 20.743" N	2° 35' 47.801" E
243	52° 49' 53.304" N	1° 35' 50.982" E	511	52° 47' 20.744" N	2° 35' 47.806" E
244	52° 49' 52.681" N	1° 35' 53.200" E	512	52° 47' 21.786" N	2° 35' 56.101" E
245	52° 49' 52.034" N	1° 35' 55.400" E	513	52° 48' 20.763" N	2° 43' 47.964" E
246	52° 49' 51.868" N	1° 35' 55.943" E	514	52° 48' 21.026" N	2° 43' 49.928" E
247	52° 48' 40.863" N	1° 39' 22.453" E	515	52° 48' 21.364" N	2° 43' 51.862" E
248	52° 48' 40.702" N	1° 39' 22.924" E	516	52° 48' 21.774" N	2° 43' 53.756" E
249	52° 48' 40.367" N	1° 39' 23.994" E	517	52° 48' 22.256" N	2° 43' 55.605" E
250	52° 48' 40.234" N	1° 39' 24.393" E	518	52° 48' 22.808" N	2° 43' 57.400" E
251	52° 48' 40.107" N	1° 39' 24.797" E	519	52° 48' 23.426" N	2° 43' 59.134" E
252	52° 48' 39.560" N	1° 39' 26.596" E	520	52° 48' 24.109" N	2° 44' 0.800" E
253	52° 48' 39.405" N	1° 39' 27.124" E	521	52° 48' 24.854" N	2° 44' 2.393" E
254	52° 48' 39.261" N	1° 39' 27.661" E	522	52° 48' 25.659" N	2° 44' 3.905" E
255	52° 48' 38.783" N	1° 39' 29.512" E	523	52° 48' 26.519" N	2° 44' 5.331" E
256	52° 48' 38.649" N	1° 39' 30.055" E	524	52° 48' 27.432" N	2° 44' 6.665" E
257	52° 48' 38.525" N	1° 39' 30.606" E	525	52° 48' 28.394" N	2° 44' 7.902" E
258	52° 48' 38.044" N	1° 39' 32.861" E	526	52° 48' 29.401" N	2° 44' 9.037" E
259	52° 48' 37.927" N	1° 39' 33.484" E	527	52° 48' 30.449" N	2° 44' 10.065" E
260	52° 48' 37.569" N	1° 39' 35.557" E	528	52° 48' 31.534" N	2° 44' 10.983" E
261	52° 48' 37.477" N	1° 39' 36.124" E	529	52° 48' 32.652" N	2° 44' 11.786" E
262	52° 48'	1° 39'	530	52° 48'	2° 44'

	37.396" N	36.696" E		33.799" N	12.472" E
263	52° 48'	1° 39'	531	52° 48'	2° 44'
	37.137" N	38.662" E		34.969" N	13.037" E
264	52° 48'	1° 39'	532	52° 48'	2° 44'
	37.067" N	39.237" E		36.158" N	13.481" E
265	52° 48'	1° 39'	533	52° 48'	2° 44'
	37.008" N	39.816" E		37.362" N	13.800" E
266	52° 48'	1° 39'	534	52° 48'	2° 44'
	36.824" N	41.805" E		38.576" N	13.994" E
267	52° 48'	1° 39'	535	52° 48'	2° 44'
	36.776" N	42.387" E		39.226" N	14.030" E
268	52° 48'	1° 39'	536	52° 51'	2° 44'
	36.739" N	42.971" E		27.631" N	14.043" E

## PART 2

### Ancillary Works

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

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

## PART 3

### Requirements

#### Time limits

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

#### Detailed offshore design parameters

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

- exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- exceed a rotor diameter of 303 metres;
- be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or
- have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below—

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS
14.7 MW and above	30m from MHWS

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

3.—(1) The total number of wind turbine generators forming part of the authorised project must not exceed 145 and must be configured such that at any time—

- (a) no more than two-thirds of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard West; and
- (b) no more than one-half of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard East.

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

(3) The total number of accommodation platforms must not exceed two.

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

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

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

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

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

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

5. The total length of the cables and the volume and area of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 1(e) (array)	600 kilometres	389,000m <sup>2</sup> 198,500m <sup>3</sup>
Work No. 3 (interconnector link)	150 kilometres	76,000m <sup>2</sup> 38,000m <sup>3</sup>
Work No. 4A and 4B (export cable)	400 kilometres	102,086m <sup>2</sup> 59,836m <sup>3</sup>

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

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

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

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

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 10 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.



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

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

- (a) more than 18 driven piles; or
- (b) in the case of two or more pile structures, have a pile diameter which is more than five metres.

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

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

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

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

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

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 79 m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.

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

**11.** The total amount of scour protection for the wind turbine generators, accommodation platform, meteorological masts, offshore electrical platforms and LIDAR measurement buoys forming part of the authorised project must not exceed 5,196,703 m<sup>2</sup> and 25,983,515 m<sup>3</sup>.

#### Aviation safety

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

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

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

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

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(a) S.I. 2016/765.

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

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

(2) For the purposes of this requirement—

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

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

### **Offshore decommissioning**

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

(2) The obligations under paragraphs (3) and (4) shall only apply in respect of cable protection, apart from at cable crossing locations with existing cables and pipelines, which is installed as part of the authorised project within the Haisborough, Hammond and Winterton Special Area of Conservation as at the date of the grant of the Order.

(3) No later than 4 months prior to each deployment of cable protection in the Haisborough, Hammond and Winterton Special Area of Conservation, except where otherwise stated or unless otherwise agreed in writing by the Secretary of State, the undertaker must submit the following documents for approval by the Secretary of State:

- (a) a decommissioning feasibility study on the proposed cable protection to be updated at intervals of not more than every ten years throughout the operational phase of the project;
- (b) a method statement for recovery of cable protection; and
- (c) a monitoring plan to include appropriate surveys following decommissioning to monitor the recovery of the area of the Haisborough, Hammond and Winterton Special Area of Conservation impacted by cable protection.

(4) No cable protection can be deployed in the Haisborough, Hammond and Winterton Special Area of Conservation until the Secretary of State, in consultation with the MMO and the Statutory Nature Conservation Body approves in writing the documents pursuant to paragraph (3) above.

### **Stages of authorised development onshore**

**15.**—(1) The onshore transmission works must not be commence, nor powers of compulsory acquisition under Part 5 of this Order be exercised, until notification has been submitted to the relevant planning authority detailing whether the onshore works will be constructed:

- (a) in a single onshore phase; or
- (b) in two onshore phases.

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

(3) The written scheme must be implemented as notified under paragraph (2).

#### **Detailed design parameters onshore**

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

(2) Construction works for the converter buildings referred to in paragraph (1) above must not commence until details of the layout, scale and external appearance of the same have been submitted to and approved by the relevant planning authority.

(3) The onshore project substation must be carried out in accordance with the approved details.

(4) Any details provided by the undertaker pursuant to paragraph (2) must:

- (a) accord with the design and access statement;
- (b) be supported by a statement illustrating how the details submitted accord with the principles of the OPS Masterplan and have been informed by a strategic approach to mitigate cumulative impacts arising from the onshore project substation and the Norfolk Boreas onshore project substation;
- (c) have been subject to an early independent design review which must consider whether the requirements of sub-paragraphs (a) and (b) have been satisfied and make recommendations for design improvements if not; and
- (d) be within the Order limits.

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

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

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

(8) For the purposes of subparagraph (5) of this requirement ‘existing ground level’ means 71 metres above ordnance datum.

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

(10) For the purposes of subparagraph (9) of this requirement ‘existing ground level’ means 69 metres above ordnance datum.

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

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

(13) The permanent replacement overhead line pylon works comprised in Work No. 11 must be carried out in accordance with the approved details.

(14) The permanent replacement overhead line pylons comprised in Work No. 11 must not exceed a height of 55 metres above existing ground level.

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

(16) For the purposes of subparagraph (14) of this requirement ‘existing ground level’ means between 66 and 69 metres above ordnance datum in respect of the eastern pylon identified on work plan 41 of 42 with the letter ‘E’ and between 68 and 70 metres above ordnance datum in respect of the eastern pylon identified on work plan 41 of 42 with the letter ‘W’.

(17) Trenchless installation techniques must be used for the purposes of passing under—

- (a) the River Wensum (Work No. 7);
- (b) King's Beck (Work No. 5);
- (c) Wendling Beck (Work No. 7);
- (d) River Bure (Work No. 6);
- (e) North Walsham and Dilham Canal (Work No. 5);
- (f) the Witton Hall Plantation along Old Hall Road (Work No. 5);
- (g) the Wendling Carr County Wildlife Site (Work No. 7);
- (h) Little Wood County Wildlife Site (Work No. 7);
- (i) land south of the Dillington Carr County Wildlife Site (Work No. 7);
- (j) Kerdiston proposed County Wildlife Site (Work No. 6);
- (k) Marriott's Way County Wildlife Site/ Public Right of Way (Work No. 6);
- (l) Paston Way and Knapton Cutting County Wildlife Site (Work No. 5);
- (m) Norfolk Coast Path (Work No. 4C);
- (n) Norwich to Cromer railway line at north Walsham (Work No. 5);
- (o) Wymondham to North Elmham Railway line at Dereham (Work No. 7);
- (p) A47 Road (Work No. 7);
- (q) A140 Road (Work No. 6);
- (r) A149 Road (Work No. 5);
- (s) A1067 Road (Work No. 7); and
- (t) B1149 (Work No. 6).

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

#### **Landfall method statement**

**17.—**(1) No part of Work Nos. 4A, 4B or 4C may commence until a method statement for the construction of Work Nos. 4A, 4B and 4C has been submitted to and approved in writing by North Norfolk District Council in consultation with Natural England.

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

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

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

#### **Provision of landscaping**

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

- (2) The landscaping management scheme must include details of proposed hard and soft landscaping works appropriate for the relevant stage, including—
- (a) location, number, species, size and planting density of any proposed planting, including any trees;
  - (b) cultivation, importing of materials and other operations to ensure plant establishment;
  - (c) hard surfacing materials;
  - (d) details of existing trees to be removed, and details of existing trees and hedgerows to be retained with measures for their protection during the construction period;
  - (e) retained historic landscape features and proposals for restoration, where relevant;
  - (f) implementation timetables for all landscaping works;
  - (g) proposed finished heights, form and gradient of earthworks; and
  - (h) maintenance of the landscaping.
- (3) The landscaping management scheme must be implemented as approved.

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

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

(2) Any tree, hedge or shrub planted as part of an approved landscaping management scheme with the intention of screening the onshore project substation (and/or the Norfolk Boreas onshore project substation) that, within a period of twenty-five years after planting, is removed, dies or becomes in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise approved by the relevant planning authority.

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

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

#### **Code of construction practice**

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

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

- (a) relevant health, safety and environmental legislation and compliance;
- (b) local community liaison responsibilities;
- (c) artificial light emissions;
- (d) contaminated land and groundwater;
- (e) construction noise and vibration;
- (f) soil management;

- (g) construction method statements;
- (h) site and excavated waste management;
- (i) construction surface water and drainage;
- (j) materials management;
- (k) screening, fencing and site security;
- (l) air quality;
- (m) invasive species management; and
- (n) proposals for managing public rights of way.

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

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

### **Traffic**

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

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

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

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

(4) Following the making of the Hornsea Three Offshore Wind Farm Development Consent Order, and notwithstanding the requirement of sub-paragraph (a) of paragraph (1) above, the traffic management plan shall include, in respect of Link 34 as referred to in the Environmental Statement, revised details of a scheme of traffic mitigation which shall be submitted to, and approved in writing by, the relevant planning authority, in consultation with the highway authority.

(5) Following the making of the Norfolk Boreas Development Consent Order if, in respect of Link 34, the Norfolk Boreas Outline Traffic Management Plan materially differs from the outline traffic management plan, the traffic management plan must include, in respect of Link 34, traffic mitigation which is consistent with the Norfolk Boreas Outline Traffic Management Plan but only to the extent that such mitigation is capable of being accommodated within the Order limits and does not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

### **Highway accesses**

**22.—**(1) The access management plan submitted for approval under Requirement 21(1)(c) must include details of the siting, design, layout and any access management measures for any new, permanent or temporary means of access (including, where relevant, details of reinstatement

measures) to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic.

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

#### **Archaeological written scheme of investigation**

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

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

- (a) an assessment of significance and research questions;
- (b) the programme and methodology of site investigation and recording;
- (c) the programme for post investigation assessment;
- (d) provision to be made for analysis of the site investigation and recording;
- (e) provision to be made for publication and dissemination of the analysis and records of the site investigation;
- (f) provision to be made for archive deposition of the analysis and records of the site investigation; and
- (g) nomination of a competent person or persons/organisation to undertake the works set out within the written scheme of investigation.

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

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

#### **Ecological management plan**

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

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

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

(4) Construction works within 5km of the Broadland Special Protection Area and Ramsar site must be carried out in accordance with the mitigation relating to onshore ornithology contained in paragraphs 227 to 230 of the outline landscape and ecological management strategy, which must be incorporated into the ecological management plan.

### **Watercourse crossings**

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

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

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

### **Construction hours**

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

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

- (a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring, drilling, and pulling cables (including fibre optic cables) through ducts;
- (b) delivery to the onshore transmission works of abnormal loads that may otherwise cause congestion on the local road network;
- (c) works required that may necessitate the temporary closure of roads;
- (d) onshore transmission works requiring trenchless installation techniques;
- (e) onshore transmission works at the landfall;
- (f) commissioning or outage works associated with the extension to the Necton National Grid substation comprised within Work No. 10A;
- (g) commissioning or outage works associated with the overhead line modification works comprised within Work No. 11 and Work No. 11A;
- (h) electrical installation; and
- (i) emergency works.

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

- (a) fitting out works within the onshore project substation buildings comprised within Work No. 8A; and
- (b) daily start up or shut down;

(4) Save for emergency works, full details, including but not limited to type of activity, vehicle movements and type, timing and duration and any proposed mitigation, of all essential construction activities under paragraph (2) and undertaken outside the hours specified in paragraph (1) must be agreed with the relevant planning authority in writing in advance, and must be carried out within the agreed time.

(5) No crushing or screening works must take place at any time on any of the mobilisation areas, without the prior written consent of the relevant planning authority.



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

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

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

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

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

### **European protected species onshore**

**28.**—(1) No stage of the onshore transmission works may commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that stage of the onshore transmission works or in any of the trees to be lopped or felled as part of that stage of the onshore transmission works.

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

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

### **Onshore decommissioning**

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

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

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

### **Requirement for written approval**

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

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(a) S.I. 2017/1012.

#### **Amendments to approved details**

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

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

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

#### **Operational drainage plan**

**32.—**(1) Each of Work No. 8A and Work No. 8B and Work No. 10A, Work No. 10B, and Work No. 10C must not commence until a written plan for drainage during operation of the relevant work, has been submitted to and approved by the relevant planning authority, following consultation with Norfolk County Council and the Environment Agency.

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

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

#### **Skills and employment strategy**

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

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

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

#### **Cromer Primary Surveillance Radar**

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

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

(3) For the purposes of this requirement—

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

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

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

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

## SCHEDULE 2

Article 9

### Streets subject to Street Works

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Private track between reference points 1a and 1b on the works plan
District of North Norfolk	WHIMPELL STREET between reference points 2a and 2b on the works plan
District of North Norfolk	Private track between reference points 2c and 2d on the works plan
District of North Norfolk	GRUB STREET between reference points 2e and 2f on the works plan
District of North Norfolk	GRUBB STREET between reference points 2g and 2h on the works plan
District of North Norfolk	WALCOTT GREEN between reference points 3a and 3b on the works plan
District of North Norfolk	B1159 between reference points 3c and 3d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 3e and 3f on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 4a and 4b on the works plan
District of North Norfolk	THE STREET between reference points 4c and 4d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 5a and 5b on the works plan
District of North Norfolk	HOOLEHOUSE ROAD between reference points 5c and 5d on the works plan
District of North Norfolk	CROSSWAYS LANE between reference points 5e and 5f on the works plan
District of North Norfolk	BACTON ROAD between reference points 6a and 6b on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6c and 6d on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6e and 6f on the works plan
District of North Norfolk	OLD HALL ROAD between reference points 6g and 6h on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 7a and 7b on the works plan
District of North Norfolk	PASTON ROAD between reference points 7c and 7d on the works plan
District of North Norfolk	OLD HALL LANE between reference points 8a and 8b on the works plan
District of North Norfolk	HALL LANE between reference points 8c and

	8d on the works plan
District of North Norfolk	LITTLE LONDON ROAD between reference points 8e and 8f on the works plan
District of North Norfolk	B1145 between reference points 8g and 8h on the works plan
District of North Norfolk	BRADFIELD ROAD between reference points 9a and 9b on the works plan
District of North Norfolk	Private track between reference points 9c and 9d on the works plan
District of North Norfolk	LYNGATE ROAD between reference points 9e and 9f on the works plan
District of North Norfolk	CROMER ROAD between reference points 10a and 10b on the works plan
District of North Norfolk	CROMER ROAD between reference points 10c and 10d on the works plan
District of North Norfolk	Private track between reference points 10e and 10f on the works plan
District of North Norfolk	CROMER ROAD between reference points 10g and 10h on the works plan
District of North Norfolk	CROMER ROAD between reference points 10i and 10j on the works plan
District of North Norfolk	BRICK KILN LANE between reference points 11a and 11b on the works plan
District of North Norfolk	Private track between reference points 11c and 11d on the works plan
District of North Norfolk	RECTORY ROAD between reference points 12a and 12b on the works plan
District of North Norfolk	FELMINGHAM ROAD between reference points 12c and 12d on the works plan
District of North Norfolk	Private track between reference points 13a and 13b on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13c and 13d on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13e and 13f on the works plan
District of North Norfolk	Private track between reference points 13g and 13h on the works plan
District of North Norfolk	Private track between reference points 13i and 13j on the works plan
District of North Norfolk	BANNINGHAM ROAD between reference points 14a and 14b on the works plan
District of Broadland	Private track between reference points 14c and 14d on the works plan
District of Broadland	A140 between reference points 14e and 14f on the works plan
District of Broadland	DRABBLEGATE between reference points 14g and 14h on the works plan
District of Broadland	CROMER ROAD between reference points 15a and 15b on the works plan
District of Broadland	INGWORTH ROAD between reference points 16a and 16b on the works plan
District of Broadland	BLICKLING ROAD between reference points 16c and 16d on the works plan
District of Broadland	BLICKLING ROAD between reference points

	16e and 16f on the works plan
District of Broadland	SILVERGATE LANE between reference points 16g and 16h on the works plan
District of Broadland	AYLSHAM ROAD between reference points 17a and 17b on the works plan
District of Broadland	HEYDON ROAD between reference points 18a and 18b on the works plan
District of Broadland	HEYDON ROAD between reference points 18c and 18d on the works plan
District of Broadland	OULTON STREET between reference points 19a and 19b on the works plan
District of Broadland	B1149 between reference points 19c and 19d on the works plan
District of Broadland	OULTON STREET between reference points 20a and 20b on the works plan
District of Broadland	SOUTHGATE LANE between reference points 20c and 20d on the works plan
District of Broadland	HEYDON ROAD between reference points 20e and 20f on the works plan
District of Broadland	Private track between reference points 21a and 21b on the works plan
District of Broadland	B1145 between reference points 21c and 21d on the works plan
District of Broadland	B1145 between reference points 21e and 21f on the works plan
District of Broadland	Private track between reference points 21g and 21h on the works plan
District of Broadland	B1145 between reference points 22a and 22b on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22c and 22d on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22e and 22f on the works plan
District of Broadland	Private track between reference points 22g and 22h on the works plan
District of Broadland	KERDISTON ROAD between reference points 23a and 23b on the works plan
District of Broadland	Private track between reference points 23c and 23d on the works plan
District of Broadland	B1145 between reference points 24a and 24b on the works plan
District of Broadland	B1145 between reference points 24c and 24d on the works plan
District of Broadland	B1145 between reference points 24e and 24f on the works plan
District of Broadland	Private track between reference points 24g and 24h on the works plan
District of Broadland	B1145 between reference points 24i and 24j on the works plan
District of Broadland	Private track between reference points 24k and 24l on the works plan
District of Broadland	NOWHERE LANE between reference points 24m and 24n on the works plan
District of Broadland	JORDAN LANE between reference points 25a

	and 25b on the works plan
District of Breckland	Private track between reference points 26a and 26b on the works plan
District of Breckland	Private track between reference points 26c and 26d on the works plan
District of Breckland	Private track between reference points 26e and 26f on the works plan
District of Breckland	WELL LANE between reference points 27a and 27b on the works plan
District of Breckland	FAKENHAM ROAD (A1067) between reference points 27c and 27d on the works plan
District of Breckland	LIME KILN ROAD between reference points 27e and 27f on the works plan
District of Breckland	Private track between reference points 27g and 27h on the works plan
District of Breckland	LIME KILN ROAD between reference points 27i and 27j on the works plan
District of Breckland	Private track between reference points 28a and 28b on the works plan
District of Breckland	ELSING LANE between reference points 28c and 28d on the works plan
District of Breckland	BYLAUGH ROAD between reference points 28e and 28f on the works plan
District of Breckland	Private track between reference points 28g and 28h on the works plan
District of Breckland	ELSING ROAD between reference points 29a and 29b on the works plan
District of Breckland	ELSING ROAD between reference points 29c and 29d on the works plan
District of Breckland	WOODGATE ROAD between reference points 30a and 30b on the works plan
District of Breckland	Frog's Hall Lane between reference points 30c and 30d on the works plan
District of Breckland	Private track between reference points 30e and 30f on the works plan
District of Breckland	NORWICH ROAD between reference points 31a and 31b on the works plan
District of Breckland	MOWLES ROAD between reference points 31c and 31d on the works plan
District of Breckland	DEREHAM ROAD between reference points 31e and 31f on the works plan
District of Breckland	SWANTON ROAD between reference points 31g and 31h on the works plan
District of Breckland	Dirty Lane (private track) between reference points 32a and 32b on the works plan
District of Breckland	HOE ROAD SOUTH between reference points 32c and 32d on the works plan
District of Breckland	HOE ROAD SOUTH between reference points 32e and 32f on the works plan
District of Breckland	Private track between reference points 33a and 33b on the works plan
District of Breckland	BACK LANE between reference points 33c and 33d on the works plan
District of Breckland	BACK LANE between reference points 33e

	and 33f on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34a and 34b on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34c and 34d on the works plan
District of Breckland	Private track between reference points 34e and 34f on the works plan
District of Breckland	MILL LANE between reference points 34g and 34h on the works plan
District of Breckland	GRESSENHALL ROAD between reference points 35a and 35b on the works plan
District of Breckland	CHURCH LANE between reference points 35c and 35d on the works plan
District of Breckland	CHURCH LANE between reference points 35e and 35f on the works plan
District of Breckland	LONGHAM ROAD between reference points 36a and 36b on the works plan
District of Breckland	A47 between reference points 37a and 37b on the works plan
District of Breckland	DALE ROAD between reference points 37c and 37d on the works plan
District of Breckland	DALE ROAD between reference points 37e and 37f on the works plan
District of Breckland	DEREHAM ROAD between reference points 37g and 37h on the works plan
District of Breckland	DEREHAM ROAD between reference points 37i and 37j on the works plan
District of Breckland	BRADENHAM LANE between reference points 38a and 38b on the works plan
District of Breckland	Private track between reference points 38c and 38d on the works plan
District of Breckland	BRADENHAM LANE between reference points 38e and 38f on the works plan
District of Breckland	HULVER STREET between reference points 38h and 38i on the works plan
District of Breckland	NOT USED: 39a and 39b
District of Breckland	HAGGARDS WAY between reference points 39c and 39d on the works plan
District of Breckland	NOT USED: 39e and 39f
District of Breckland	NOT USED: 39g and 39h
District of Breckland	Smugglers lane between reference points 39i and 39j on the works plan
District of Breckland	NOT USED: 39k and 39l
District of Breckland	Private track between reference points 39m and 39n on the works plan
District of Breckland	Goggles Lane between reference points 40a and 40b on the works plan
District of Breckland	NOT USED: 40c and 40d
District of Breckland	Private track between reference points 40e and 40f on the works plan
District of Breckland	Private track between reference points 41a and 41b on the works plan
District of Breckland	Private track between reference points 41c and 41d on the works plan

District of Breckland	Private track between reference points 41e and 41f on the works plan
District of Breckland	Private track between reference points 41g and 41h on the works plan
District of Breckland	A47 between reference points 41i and 41j on the works plan
District of Breckland	A47 between reference points 41k and 41l on the works plan
District of Breckland	Private track between reference points 41m and 41n on the works plan
District of Breckland	Private track between reference points 41o and 41p on the works plan
District of Breckland	A47 between reference points 42a and 42b on the works plan

### SCHEDULE 3

Article 10

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

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Restricted byway reference 1 Happisburgh RB22	Approximately 10 metres of Restricted byway reference 1 Happisburgh RB22 shown in purple between points marked A & B on sheet 1 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 2 Happisburgh FP7	Approximately 50 metres of footpath reference 2 Happisburgh FP7 shown in orange between points marked C & D on sheet 3 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 3 Witton FP3	Approximately 170 metres of footpath reference 3 Witton FP3 shown in orange between points marked E & F on sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 4 Witton FP4	Approximately 50 metres of footpath reference 4 Witton FP4 shown in orange between points marked G & H on sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 5 Witton FP7	Approximately 50 metres of footpath reference 5 Witton FP7 shown in orange between points marked I & J on sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 6 Witton	Approximately 60 metres of



	FP8	footpath reference 6 Witton FP8 shown in orange between points marked K & L on sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 7 Paston FP4	Approximately 180 metres of footpath reference 7 Paston FP4 shown in orange between points marked M & N on sheet 7 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 8 Knapton FP10	Approximately 60 metres of footpath reference 8 Knapton FP10 shown in orange between points marked O & P on sheet 8 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 9 North Walsham FP4	Approximately 100 metres of footpath reference 9 North Walsham FP4 shown in orange between points marked Q & R on sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Bridleway reference 10 Felmingham BR12	Approximately 300 metres of Bridleway reference 10 Felmingham BR12 shown in green between points marked S & T on sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 11 Suffield FP1	Approximately 50 metres of footpath reference 11 Suffield FP1 shown in orange between points marked U & V on sheet 11 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 12 Suffield FP3	Approximately 100 metres of footpath reference 12 Suffield FP3 shown in orange between points marked W & X on sheet 12 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 13 Colby FP2	Approximately 90 metres of footpath reference 13 Colby FP2 shown in orange between points marked Y & Z on sheet 13 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 14 Colby FP2	Approximately 10 metres of footpath reference 14 Colby FP2 shown in orange between

		points marked AA & AB on sheet 13 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 15 Aylsham BR30	Approximately 50 metres of Bridleway reference 15 Aylsham BR30 shown in green between points marked AC & AD on sheet 14 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 16 Blickling FP11	Approximately 100 metres of footpath reference 16 Blickling FP11 shown in orange between points marked AE & AF on sheet 15 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 17 Blickling BR12	Approximately 10 metres of Bridleway reference 17 Blickling BR12 shown in green between points marked AG & AH on sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 18 Blickling FP14	Approximately 80 metres of footpath reference 18 Blickling FP14 shown in orange between points marked AI & AJ on sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Long distance trail reference 19 Weavers Way	Approximately 80 metres of Long distance trail reference 19 Weavers Way shown in brown between points marked AK & AL on sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 20 Reepham FP18	Approximately 50 metres of footpath reference 20 Reepham FP18 shown in orange between points marked AM & AN on sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 21 Reepham FP34	Approximately 360 metres of footpath reference 21 Reepham FP34 shown in orange between points marked AO & AP on sheet 20 and 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 22 Salle FP8	Approximately 50 metres of footpath reference 22 Salle FP8 shown in orange between

		points marked AQ & AR on sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 23 Reepham FP11	Approximately 10 metres of footpath reference 23 Reepham FP11 shown in orange between points marked AS & AT on sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 24 Reepham FP8	Approximately 50 metres of footpath reference 24 Reepham FP8 shown in orange between points marked AX & AU on sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 24a Reepham FP8	Approximately 6 metres of footpath reference 24a Reepham FP8 shown in orange between points marked AV & AW on sheet 22 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 25 Wensum Way	Approximately 950 metres of Long distance trail reference 25 Wensum Way shown in brown between points marked AY & AZ on sheet 28 and 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 26 Wensum Way	Approximately 50 metres of Long distance trail reference 26 Wensum Way shown in brown between points marked BA & BB on sheet 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 27 Dereham FP9	Approximately 60 metres of footpath reference 27 Dereham FP9 shown in orange between points marked BC & BD on sheet 32 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 28 Hoe FP6	Approximately 570 metres of footpath reference 28 Hoe FP6 shown in orange between points marked BE & BF on sheet 34 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 29 Dereham FP20	Approximately 280 metres of footpath reference 29 Dereham FP20 shown in orange

	between points marked BG & BH on sheet 34 of the public rights of way to be temporarily stopped up plan
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**SCHEDULE 4** Article 11  
Streets to be stopped up

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	Private track	Approximately 340 metres of Private track as is within Work No.4C as shown between point 1a and 1b on sheet 1 of the streets to be stopped up plan
District of North Norfolk	WHIMPWELL STREET	Approximately 50 metres of WHIMPWELL STREET as is within Work No.5 as shown on sheet 2a and 2b on sheet 2 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 2c and 2d on sheet 2 of the streets to be stopped up plan
District of North Norfolk	GRUB STREET	Approximately 50 metres of GRUB STREET as is within Work No.5 as shown on sheet 2e and 2f on sheet 2 of the streets to be stopped up plan
District of North Norfolk	GRUBB STREET	Approximately 50 metres of GRUBB STREET as is within Work No.5 as shown on sheet 2g and 2h on sheet 2 of the streets to be stopped up plan
District of North Norfolk	WALCOTT GREEN	Approximately 50 metres of WALCOTT GREEN as is within Work No.5 as shown on sheet 3a and 3b on sheet 3 of the streets to be stopped up plan
District of North Norfolk	B1159	Approximately 50 metres of B1159 as is within Work No.5 as shown on sheet 3c and 3d on sheet 3 of the streets to be stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 20 metres of NORTH WALSHAM ROAD as is within Work No.5 as shown on sheet 3e and 3f on sheet 3 of the streets to be stopped up plan

District of North Norfolk	NORTH WALSHAM ROAD	Approximately 30 metres of NORTH WALSHAM ROAD as is within Work No.5 as shown on sheet 4a and 4b on sheet 4 of the streets to be stopped up plan
District of North Norfolk	THE STREET	Approximately 50 metres of THE STREET as is within Work No.5 as shown on sheet 4c and 4d on sheet 4 of the streets to be stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 70 metres of NORTH WALSHAM ROAD as is within Work No.5 as shown on sheet 5a and 5b on sheet 5 of the streets to be stopped up plan
District of North Norfolk	HOOLEHOUSE ROAD	Approximately 50 metres of HOOLEHOUSE ROAD as is within Work No.5 as shown on sheet 5c and 5d on sheet 5 of the streets to be stopped up plan
District of North Norfolk	CROSSWAYS LANE	Approximately 40 metres of CROSSWAYS LANE as is within Work No.5 as shown on sheet 5e and 5f on sheet 5 of the streets to be stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 metres of BACTON ROAD as is within Work No.5 as shown on sheet 6a and 6b on sheet 6 of the streets to be stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 60 metres of THATCHED COTTAGE ROAD as is within Work No.5 as shown on sheet 6c and 6d on sheet 6 of the streets to be stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 30 metres of THATCHED COTTAGE ROAD as is within Work No.5 as shown on sheet 6e and 6f on sheet 6 of the streets to be stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 50 metres of NORTH WALSHAM ROAD as is within Work No.5 as shown on sheet 7a and 7b on sheet 7 of the streets to be stopped up plan
District of North Norfolk	PASTON ROAD	Approximately 60 metres of PASTON ROAD as is within Work No.5 as shown on sheet 7c and 7d on sheet 7 of the

		streets to be stopped up plan
District of North Norfolk	OLD HALL LANE	Approximately 30 metres of OLD HALL LANE as is within Work No.5 as shown on sheet 8a and 8b on sheet 8 of the streets to be stopped up plan
District of North Norfolk	HALL LANE	Approximately 80 metres of HALL LANE as is within Work No.5 as shown on sheet 8c and 8d on sheet 8 of the streets to be stopped up plan
District of North Norfolk	LITTLE LONDON ROAD	Approximately 90 metres of LITTLE LONDON ROAD as is within Work No.5 as shown on sheet 8e and 8f on sheet 8 of the streets to be stopped up plan
District of North Norfolk	BRADFIELD ROAD	Approximately 50 metres of BRADFIELD ROAD as is within Work No.5 as shown on sheet 9a and 9b on sheet 9 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 60 metres of Private track as is within Work No.5 as shown on sheet 9c and 9d on sheet 9 of the streets to be stopped up plan
District of North Norfolk	LYNGATE ROAD	Approximately 90 metres of LYNGATE ROAD as is within Work No.5 as shown on sheet 9e and 9f on sheet 9/10 of the streets to be stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 30 metres of CROMER ROAD as is within Work No.5 as shown on sheet 10a and 10b on sheet 10 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 60 metres of Private track as is within Work No.5 as shown on sheet 10c and 10d on sheet 10 of the streets to be stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 40 metres of CROMER ROAD as is within Work No.5 as shown on sheet 10e and 10f on sheet 10 of the streets to be stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 50 metres of CROMER ROAD as is within Work No.5 as shown on sheet 10g and 10h on sheet 10 of the streets to be stopped up plan
District of North Norfolk	BRICK KILN LANE	Approximately 20 metres of

		BRICK KILN LANE as is within Work No.5 as shown on sheet 11a and 11b on sheet 11 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 11c and 11d on sheet 11 of the streets to be stopped up plan
District of North Norfolk	RECTORY ROAD	Approximately 50 metres of RECTORY ROAD as is within Work No.5 as shown on sheet 12a and 12b on sheet 12 of the streets to be stopped up plan
District of North Norfolk	FELMINGHAM ROAD	Approximately 50 metres of FELMINGHAM ROAD as is within Work No.5 as shown on sheet 12c and 12d on sheet 12 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 13a and 13b on sheet 13 of the streets to be stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 30 metres of CHURCH ROAD as is within Works No.5 as shown on sheet 13c and 13d on sheet 13 of the streets to be stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 50 metres of CHURCH ROAD as is within Work No.5 as shown on sheet 13e and 13f on sheet 13 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 13g and 13h on sheet 13 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 13i and 13j on sheet 13 of the streets to be stopped up plan
District of North Norfolk	BANNINGHAM ROAD	Approximately 50 metres of BANNINGHAM ROAD as is within Work No.5 as shown on sheet 14a and 14b on sheet 14 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 60 metres of Private track as is within Work No.6 as shown on sheet 14c

		and 14d on sheet 14 of the streets to be stopped up plan
District of Broadland	CROMER ROAD	Approximately 50 metres of CROMER ROAD as is within Work No.6 as shown on sheet 15a and 15b on sheet 15 of the streets to be stopped up plan
District of Broadland	INGWORTH ROAD	Approximately 30 metres of INGWORTH ROAD as is within Work No.6 as shown on sheet 16a and 16b on sheet 16 of the streets to be stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 50 metres of BLICKLING ROAD as is within Work No.6 as shown on sheet 16c and 16d on sheet 16 of the streets to be stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 30 metres of BLICKLING ROAD as is within Work No.6 as shown on sheet 16e and 16f on sheet 16 of the streets to be stopped up plan
District of Broadland	SILVERGATE LANE	Approximately 50 metres of SILVERGATE LANE as is within Work No.6 as shown on sheet 16g and 16h on sheet 16 of the streets to be stopped up plan
District of Broadland	AYLSHAM ROAD	Approximately 50 metres of AYLSHAM ROAD as is within Work No.6 as shown on sheet 17a and 17b on sheet 17 of the streets to be stopped up plan
District of Broadland	HEYDON ROAD	Approximately 70 metres of HEYDON ROAD as is within Work No.6 as shown on sheet 18a and 18b on sheet 18 of the streets to be stopped up plan
District of Broadland	HEYDON ROAD	Approximately 30 metres of HEYDON ROAD as is within Work No.6 as shown on sheet 18c and 18d on sheet 18 of the streets to be stopped up plan
District of Broadland	OULTON STREET	Approximately 30 metres of OULTON STREET as is within Work No.6 as shown on sheet 19a and 19b on sheet 19 of the streets to be stopped up plan
District of Broadland	B1149	Approximately 50 metres of B1149 as is within Work No.6 as shown on sheet 19c and 19d



		on sheet 19 of the streets to be stopped up plan
District of Broadland	OULTON STREET	Approximately 70 metres of OULTON STREET as is within Work No.6 as shown on sheet 20a and 20b on sheet 20 of the streets to be stopped up plan
District of Broadland	SOUTHGATE LANE	Approximately 50 metres of SOUTHGATE LANE as is within Work No.6 as shown on sheet 20c and 20d on sheet 20 of the streets to be stopped up plan
District of Broadland	HEYDON ROAD	Approximately 50 metres of HEYDON ROAD as is within Work No.6 as shown on sheet 20e and 20f on sheet 20 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 60 metres of Private track as is within Work No.6 as shown on sheet 21a and 21b on sheet 21 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 70 metres of B1145 as is within Work No.6 as shown on sheet 21c and 21d on sheet 21 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 30 metres of B1145 as is within Work No.6 as shown on sheet 21e and 21f on sheet 21 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 100 metres of Private track as is within Work No.6 as shown on sheet 21g and 21h on sheet 21 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 50 metres of B1145 as is within Work No.6 as shown on sheet 22a and 22b on sheet 22 of the streets to be stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 50 metres of WOOD DALLING ROAD as is within Work No.6 as shown on sheet 22c and 22d on sheet 22 of the streets to be stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 30 metres of WOOD DALLING ROAD as is within Work No.6 as shown on sheet 22e and 22f on sheet 22 of the streets to be stopped up plan

District of Broadland	Private track	Approximately 50 metres of Private track as is within Work No.6 as shown on sheet 22g and 22h on sheet 22 of the streets to be stopped up plan
District of Broadland	KERDISTON ROAD	Approximately 50 metres of KERDISTON ROAD as is within Work No.6 as shown on sheet 23a and 23b on sheet 23 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 50 metres of B1145 as is within Work No.6 as shown on sheet 24a and 24b on sheet 24 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 30 metres of B1145 as is within Work No.6 as shown on sheet 24c and 24d on sheet 24 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 30 metres of B1145 as is within Work No.6 as shown on sheet 24e and 24f on sheet 24 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 30 metres of B1145 as is within Work No.6 as shown on sheet 24g and 24h on sheet 24 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 50 metres of Private track as is within Work No.6 as shown on sheet 24i and 24j on sheet 24 of the streets to be stopped up plan
District of Broadland	NOWHERE LANE	Approximately 50 metres of NOWHERE LANE as is within Work No.6 as shown on sheet 24k and 24l on sheet 24/25 of the streets to be stopped up plan
District of Broadland	JORDAN LANE	Approximately 50 metres of JORDAN LANE as is within Work No.6 as shown on sheet 25a and 25b on sheet 25 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 26a and 26b on sheet 26 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 26c and 26d on sheet 26 of the

		streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 26e and 26f on sheet 26 of the streets to be stopped up plan
District of Breckland	WELL LANE	Approximately 70 metres of WELL LANE as is within Work No.7 as shown on sheet 27a and 27b on sheet 26/27 of the streets to be stopped up plan
District of Breckland	FAKENHAM ROAD (A1067)	Approximately 50 metres of FAKENHAM ROAD (A1067) as is within Work No.7 as shown on sheet 27c and 27d on sheet 27 of the streets to be stopped up plan
District of Breckland	LIME KILN ROAD	Approximately 100 metres of LIME KILN ROAD as is within Work No.7 as shown on sheet 27e and 27f on sheet 27 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 70 metres of Private track as is within Work No.7 as shown on sheet 27g and 27h on sheet 27 of the streets to be stopped up plan
District of Breckland	LIME KILN ROAD	Approximately 60 metres of LIME KILN ROAD as is within Work No.7 as shown on sheet 27i and 27j on sheet 27 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 28a and 28b on sheet 28 of the streets to be stopped up plan
District of Breckland	ELSING LANE	Approximately 50 metres of ELSING LANE as is within Work No.7 as shown on sheet 28c and 28d on sheet 28 of the streets to be stopped up plan
District of Breckland	BYLAUGH ROAD	Approximately 30 metres of BYLAUGH ROAD as is within Work No.7 as shown on sheet 28e and 28f on sheet 28 of the streets to be stopped up plan
District of Breckland	ELSING ROAD	Approximately 30 metres of ELSING ROAD as is within Work No.7 as shown on sheet 29a and 29b on sheet 29 of the streets to be stopped up plan

District of Breckland	ELSING ROAD	Approximately 50 metres of ELSING ROAD as is within Work No.7 as shown on sheet 29c and 29d on sheet 29 of the streets to be stopped up plan
District of Breckland	WOODGATE ROAD	Approximately 20 metres of WOODGATE ROAD as is within Work No.7 as shown on sheet 30a and 30b on sheet 30 of the streets to be stopped up plan
District of Breckland	Frog's Hall Lane	Approximately 50 metres of Frog's Hall Lane as is within Work No.7 as shown on sheet 30c and 30d on sheet 30/31 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 30e and 30f on sheet 30 of the streets to be stopped up plan
District of Breckland	NORWICH ROAD	Approximately 50 metres of NORWICH ROAD as is within Work No.7 as shown on sheet 31a and 31b on sheet 31 of the streets to be stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 80 metres of DEREHAM ROAD as is within Work No.7 as shown on sheet 31c and 31d on sheet 31/32 of the streets to be stopped up plan
District of Breckland	SWANTON ROAD	Approximately 50 metres of SWANTON ROAD as is within Work No.7 as shown on sheet 31e and 31f on sheet 31/32 of the streets to be stopped up plan
District of Breckland	Dirty Lane (Private track)	Approximately 60 metres of Dirty Lane as is within Work No.7 as shown on sheet 32a and 32b on sheet 32 of the streets to be stopped up plan
District of Breckland	HOE ROAD SOUTH	Approximately 30 metres of HOE ROAD SOUTH as is within Work No.7 as shown on sheet 32c and 32d on sheet 32 of the streets to be stopped up plan
District of Breckland	HOE ROAD SOUTH	Approximately 30 metres of HOE ROAD SOUTH as is within Work No.7 as shown on sheet 32e and 32f on sheet 32 of the streets to be stopped up

		plan
District of Breckland	Private track	Approximately 100 metres of Private track as is within Work No.7 as shown on sheet 33a and 33b on sheet 33 of the streets to be stopped up plan
District of Breckland	BACK LANE	Approximately 30 metres of BACK LANE as is within Work No.7 as shown on sheet 33c and 33d on sheet 33 of the streets to be stopped up plan
District of Breckland	BACK LANE	Approximately 50 metres of BACK LANE as is within Work No.7 as shown on sheet 33e and 33f on sheet 33 of the streets to be stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 30 metres of HOLT ROAD (B1146) as is within Work No.7 as shown on sheet 34a and 34b on sheet 34 of the streets to be stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 50 metres of HOLT ROAD (B1146) as is within Work No.7 as shown on sheet 34c and 34d on sheet 34 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 34e and 34f on sheet 34 of the streets to be stopped up plan
District of Breckland	CHURCH LANE	Approximately 30 metres of CHURCH LANE as is within Work No.7 as shown on sheet 35a and 35b on sheet 35 of the streets to be stopped up plan
District of Breckland	CHURCH LANE	Approximately 50 metres of CHURCH LANE as is within Work No.7 as shown on sheet 35c and 35d on sheet 35 of the streets to be stopped up plan
District of Breckland	LONGHAM ROAD	Approximately 50 metres of LONGHAM ROAD as is within Work No.7 as shown on sheet 36a and 36b on sheet 36 of the streets to be stopped up plan
District of Breckland	DALE ROAD	Approximately 50 metres of DALE ROAD as is within Work No.7 as shown on sheet 37a and 37b on sheet 37 of the streets to be stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 40 metres of DEREHAM ROAD as is

		within Work No.7 as shown on sheet 37c and 37d on sheet 37 of the streets to be stopped up plan
District of Breckland	DALE ROAD	Approximately 50 metres of DALE ROAD as is within Work No.7 as shown on sheet 37e and 37f on sheet 37 of the streets to be stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 40 metres of DEREHAM ROAD as is within Work No.7 as shown on sheet 37g and 37h on sheet 37 of the streets to be stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 40 metres of BRADENHAM LANE as is within Work No.7 as shown on sheet 38a and 38b on sheet 38 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 38c and 38d on sheet 38 of the streets to be stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 30 metres of BRADENHAM LANE as is within Work No.7 as shown on sheet 38e and 38f on sheet 38 of the streets to be stopped up plan
District of Breckland	HULVER STREET	Approximately 50 metres of HULVER STREET as is within Work No.7 as shown on sheet 38g and 38h on sheet 38 of the streets to be stopped up plan
District of Breckland	HAGGARDS WAY	NOT USED: 39a and 39b
District of Breckland	HAGGARDS WAY	Approximately 70 metres of HAGGARDS WAY as is within Work No.7 as shown on sheet 39c and 39d on sheet 39 of the streets to be stopped up plan
District of Breckland	Private track	NOT USED: 39e and 39f
District of Breckland	Smugglers Lane	NOT USED: 39g and 39h
District of Breckland	Smugglers lane	Approximately 50 metres of Smugglers lane as is within Work No.7 as shown on sheet 39i and 39j on sheet 39 of the streets to be stopped up plan
District of Breckland	Private track	NOT USED: 39k and 39l
District of Breckland	Smugglers lane	Approximately 70 metres of Private track as is within Work No.7 as shown on sheet 39n

		and 39m on sheet 39 of the streets to be stopped up plan
District of Breckland	Goggles Lane	Approximately 50 metres of Goggles Lane as is within Work No.7 as shown on sheet 40a and 40b on sheet 40 of the streets to be stopped up plan
District of Breckland	Private track	NOT USED: 40c and 40d
District of Breckland	Private track	Approximately 360 metres of Private track as is within Works No.8B and 9 as shown on sheet 40e and 40f on sheet 40 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.9 as shown on sheet 41a and 41b on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.9 as shown on sheet 41c and 41d on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Works No.9 and 10C as shown on sheet 41e and 41f on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Works No.9 and 12 as shown on sheet 41g and 41h on sheet 41 of the streets to be stopped up plan
District of Breckland	A47	Approximately 470 metres of A47 as is within Works No.12 as shown on sheet 41i and 41j on sheet 41 of the streets to be stopped up plan
District of Breckland	A47	Approximately 50 metres of A47 as is within Site Side Access as shown on sheet 41k and 41l on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 150 metres of Private track as is within Works No.10A as shown on sheet 41m and 41n on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 170 metres of Private track as is within Works No.10B and 11 as shown on sheet 41o and 41p

		on sheet 41 of the streets to be stopped up plan
District of Breckland	A47	Approximately 125 metres of the A47 (located within National Grid overhead line temporary works area and overhead line modification corridor (Work No 11 and Work No 11A) between point 41q and 41r as shown on sheet 41/42 of the streets to be stopped up plan
District of Breckland	A47	Approximately 470 metres of A47 as is within Work No.12 as shown on sheet 42a and 42b on sheet 42 of the streets to be stopped up plan



**SCHEDULE 5**  
**Access to Works**

Article 12

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

	access to works plan
District of North Norfolk	Vehicular access from Happisburgh Road to the North marked point at AC17 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC18 on the access to works plan
District of North Norfolk	Vehicular access from private track to the North marked point at AC19 on the access to works plan
District of North Norfolk	Vehicular access from Edingtonthorpe to the South marked point at AC20 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC21 on the access to works plan
District of North Norfolk	Vehicular access from Edingtonthorpe to the East & West marked point at AC22 on the access to works plan
District of North Norfolk	Vehicular access from Edingtonthorpe to the North marked point at AC23 on the access to works plan
District of North Norfolk	Vehicular access from Edingtonthorpe to the North marked point at AC24 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC25 on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC26 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC27 on the access to works plan
District of North Norfolk	Vehicular access from Walsham Road to the East & West marked point at AC28 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC29 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC30 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC30a on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC31 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC32 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the North marked point at AC33 on the access to works plan

District of North Norfolk	Vehicular access from Hall Lane to the North marked point at AC34 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane to the East & West marked point at AC35 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road to the North marked point at AC36 on the access to works plan
District of North Norfolk	Vehicular access from London Road to the East & West marked point at AC37 on the access to works plan
District of North Norfolk	Vehicular access from B1145 to the West marked point at AC38 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC39 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC40 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC41 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC42 on the access to works plan
District of North Norfolk	Vehicular access from Bradfield Road to the East & West marked point at AC43 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC44 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC45 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the East & West marked point at AC46 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road A149 to the East & West marked point at AC47 on the access to works plan
District of North Norfolk	Vehicular access from footpath Felmingham BR12 off Cromer Road to the East & West marked point at AC48 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC49 on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC50 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane to the South marked point at AC51 on the access to works plan

District of North Norfolk	Vehicular access from Brick Kiln Lane to the South marked point at AC52 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC53 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC54 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC55 on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC56 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC57 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC58 on the access to works plan
District of North Norfolk	Vehicular access from private track to the South West marked point at AC59 on the access to works plan
District of North Norfolk	Vehicular access from private track off Church Road to the East & West marked point at AC60 on the access to works plan
District of North Norfolk	Vehicular access from private track off Colby Road to the East & West marked point at AC61 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC62 on the access to works plan
District of North Norfolk	Vehicular access from private track to the South & East marked point at AC63 on the access to works plan
District of Broadland	Vehicular access from B1145 to the North marked point at AC64 on the access to works plan
District of Broadland	Vehicular access from A140 to the East marked point at AC65 on the access to works plan
District of Broadland	Vehicular access from A140 to the East & West marked point at AC66 on the access to works plan
District of Broadland	Vehicular access from A140 to the West marked point at AC67 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the West marked point at AC68 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the South marked point at AC69 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the East marked point at AC70 on the access to works plan

	plan
District of Broadland	Vehicular access from Cromer Road to the East marked point at AC71 on the access to works plan
District of Broadland	Vehicular access from Cromer Road to the East & West marked point at AC72 on the access to works plan
District of Broadland	Vehicular access from Cromer Road to the West marked point at AC73 on the access to works plan
District of Broadland	Vehicular access from Cromer Road to the North marked point at AC74 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC75 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the North marked point at AC76 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the East & West marked point at AC77 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the South marked point at AC78 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane to the East marked point at AC79 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane to the East & West marked point at AC80 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC81 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road to the North & South marked point at AC82 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road to the South marked point at AC83 on the access to works plan
District of Broadland	Vehicular access from private track to the North East & South West marked point at AC84 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC85 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC86 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC87 on the access to works plan
District of Broadland	Vehicular access from The Street to the East marked point at AC88 on the access to works plan

District of Broadland	Vehicular access from B1149 to the East & West marked point at AC89 on the access to works plan
District of Broadland	Vehicular access from B1149 to the South marked point at AC90 on the access to works plan
District of Broadland	Vehicular access from private track to the East marked point at AC91 on the access to works plan
District of Broadland	Vehicular access from private track to the East & West marked point at AC92 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC93 on the access to works plan
District of Broadland	Vehicular access from Heydon Lane to the East & West marked point at AC94 on the access to works plan
District of Broadland	Vehicular access from Heydon Lane to the West marked point at AC95 on the access to works plan
District of Broadland	Vehicular access from private track to the East & West marked point at AC96 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC97 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC98 on the access to works plan
District of Broadland	NOT USED: AC99
District of Broadland	Vehicular access from B1145 to the North marked point at AC100 on the access to works plan
District of Broadland	Vehicular access from private track off Cawston Road to the East & West marked point at AC101 on the access to works plan
District of Broadland	Vehicular access from B1145 to the East & West marked point at AC102 on the access to works plan
District of Broadland	Vehicular access from B1145 to the South marked point at AC103 on the access to works plan
District of Broadland	Vehicular access from B1145 to the North marked point at AC104 on the access to works plan
District of Broadland	Vehicular access from B1145 to the East & West marked point at AC105 on the access to works plan
District of Broadland	Vehicular access from B1145 to the East marked point at AC106 on the access to works plan
District of Broadland	Vehicular access from private track to the East & West marked point at AC107 on the access to works plan

District of Broadland	Vehicular access from Wood Dalling Road to the West marked point at AC108 on the access to works plan
District of Broadland	Vehicular access from Kerdiston Road to the East & West marked point at AC109 on the access to works plan
District of Broadland	Vehicular access from B1145 to the West marked point at AC110 on the access to works plan
District of Broadland	Vehicular access from B1145 to the South marked point at AC111 on the access to works plan
District of Broadland	Vehicular access from B1145 to the East marked point at AC112 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC113 on the access to works plan
District of Broadland	Vehicular access from private track to the East & West marked point at AC114 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC115 on the access to works plan
District of Broadland	Vehicular access from private track to the East marked point at AC116 on the access to works plan
District of Broadland	Vehicular access from private track to the North & South marked point at AC117 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC118 on the access to works plan
District of Breckland	Vehicular access from Well Lane to the North marked point at AC119 on the access to works plan
District of Breckland	Vehicular access from Well Lane to the North & South marked point at AC120 on the access to works plan
District of Breckland	Vehicular access from Well Lane to the East marked point at AC121 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the East & West marked point at AC122 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the East & West marked point at AC123 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the West marked point at AC124 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the North & South marked point at AC125 on the access to works plan
District of Breckland	Vehicular access from Elsing Lane to the East

	& West marked point at AC126 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC127 on the access to works plan
District of Breckland	Vehicular access from Elsing Road to the East & West marked point at AC128 on the access to works plan
District of Breckland	Vehicular access from Elsing Road to the West marked point at AC129 on the access to works plan
District of Breckland	Vehicular access from Elsing Road to the West marked point at AC130 on the access to works plan
District of Breckland	Vehicular access from Elsing Road to the North marked point at AC131 on the access to works plan
District of Breckland	Vehicular access from private track to the East marked point at AC132 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane to the East & West marked point at AC133 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane to the East marked point at AC134 on the access to works plan
District of Breckland	Vehicular access from B1147 to the North marked point at AC135 on the access to works plan
District of Breckland	Vehicular access from Norwich Road to the East & West marked point at AC136 on the access to works plan
District of Breckland	Vehicular access from B1147 to the East & West marked point at AC137 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the East & West marked point at AC138 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the South marked point at AC139 on the access to works plan
District of Breckland	Vehicular access from Hoe Road S to the South marked point at AC140 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the North marked point at AC141 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC142 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC143 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC144 on the access to



	works plan
District of Breckland	Vehicular access from private track to the East & West marked point at AC145 on the access to works plan
District of Breckland	Vehicular access from B1146 to the North marked point at AC146 on the access to works plan
District of Breckland	Vehicular access from B1146 to the East & West marked point at AC147 on the access to works plan
District of Breckland	Vehicular access from B1146 to the West marked point at AC148 on the access to works plan
District of Breckland	Vehicular access from B1146 to the South marked point at AC149 on the access to works plan
District of Breckland	Vehicular access from unnamed track to the West marked point at AC150 on the access to works plan
District of Breckland	Vehicular access from Mill Lane to the East marked point at AC151 on the access to works plan
District of Breckland	Vehicular access from Dereham to the South marked point at AC152 on the access to works plan
District of Breckland	Vehicular access from Dereham to the East & West marked point at AC153 on the access to works plan
District of Breckland	Vehicular access from private track to the East & West marked point at AC154 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC155 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC156 on the access to works plan
District of Breckland	Vehicular access from private track to the North & West marked point at AC157 on the access to works plan
District of Breckland	Vehicular access from private track to the South & West marked point at AC158 on the access to works plan
District of Breckland	Vehicular access from private track to the North marked point at AC159 on the access to works plan
District of Breckland	Vehicular access from private track to the West marked point at AC160 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the West marked point at AC161 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the North & South marked point at AC162 on the access to works plan

District of Breckland	Vehicular access from Dereham Road to the North marked point at AC163 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the East & West marked point at AC164 on the access to works plan
District of Breckland	Vehicular access from Dereham Road to the East & West marked point at AC165 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC166 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC167 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC168 on the access to works plan
District of Breckland	Vehicular access from Hulver Street to the East & West marked point at AC169 on the access to works plan
District of Breckland	Vehicular access from private track to the North marked point at AC170 on the access to works plan
District of Breckland	Vehicular access from private track off Haggards Way to the East & West marked point at AC171 on the access to works plan
District of Breckland	NOT USED: AC172
District of Breckland	Vehicular access from private track off Haggards Way to the West marked point at AC173 on the access to works plan
District of Breckland	NOT USED: AC174
District of Breckland	Vehicular access from private track off Smugglers Lane to the East & West marked point at AC174a on the access to works plan
District of Breckland	Vehicular access from Goggles Lane to the East & West marked point at AC175 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane to the South marked point at AC176 on the access to works plan
District of Breckland	NOT USED: AC177
District of Breckland	Vehicular access from private track off Lodge Lane to the North & South marked point at AC178 on the access to works plan
District of Breckland	Vehicular access from private track off A47 to the East & West marked point at AC179 on the access to works plan
District of Breckland	Vehicular access from private track off A47 to the East & West marked point at AC180 on the access to works plan
District of Breckland	Vehicular access from A47 to the East marked point at AC181 on the access to works plan
District of Breckland	Vehicular access from A47 to the North marked point at AC182 on the access to works plan

District of Breckland

Vehicular access from A47 to the East & West  
marked point at AC183 on the access to works  
plan

## SCHEDULE 6

Article 20

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

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

	<p>vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying down, installing, adjusting, altering, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</p> <p>(g) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</p> <p>(h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;</p> <p>(i) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p>(j) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</p> <p>(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduit or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers); and</p> <p>(l) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass.</p>
<p>Access tracks</p> <p>Plots 01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 10/10, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01, 14/06, 14/11, 14/13, 14/16, 14/19, 14/22, 14/24,</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of</p>

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

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

“adjoining land” for the purposes of this paragraph 1 means such other parts of the

	land within the Order limits required for the authorised project.
Full cable rights Plots 01/12, 02/04, 02/05, 02/09, 02/12, 02/14, 02/18, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/07, 03/08, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/10, 04/12, 05/01, 05/04, 05/06, 05/08, 05/10, 06/01, 06/03, 06/05, 06/14, 07/01, 07/04, 07/06, 07/10, 08/02, 08/08, 08/13, 08/17, 08/20, 08/23, 09/03, 09/07, 09/08, 09/12, 09/16, 10/02, 10/05, 10/14, 10/16, 10/17, 11/01, 11/05, 11/06, 11/09, 11/12, 11/14, 12/02, 12/04, 12/06, 13/02, 13/08, 13/10, 13/11, 13/13, 14/02, 14/05, 14/07, 14/09, 14/15, 14/20, 14/27, 15/02, 15/05, 15/07, 15/13, 15/15, 16/03, 16/08, 16/09, 16/10, 16/13, 17/01, 17/02, 17/03, 17/04, 17/07, 18/01, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/07, 20/01, 20/03, 20/07, 20/10, 20/17, 20/20, 21/01, 21/08, 22/01, 22/04, 22/06, 22/07, 22/12, 22/13, 22/14, 22/15, 23/01, 23/05, 23/06, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/08, 24/11, 24/19, 25/02, 25/06, 25/07, 26/01, 26/03, 26/07, 26/09, 26/14, 26/15, 27/01, 27/07, 27/09, 27/11, 27/15, 27/16, 28/01, 28/03, 29/02, 29/08, 29/13, 30/01, 30/07, 30/08, 30/12, 31/01, 31/07, 31/09, 31/11, 31/13, 32/01, 32/05, 32/07, 32/08, 32/11, 33/01, 33/08, 33/14, 33/16, 34/01, 34/07, 35/01, 35/04, 35/05, 35/07, 35/16, 36/01, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/09, 37/16, 37/18, 37/22, 38/01, 38/04, 38/09, 38/11, 39/01, 39/02, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/14, 40/20, 40/23, 41/03, 41/14, 41/15	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching;</li> <li>(b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</li> <li>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</li> <li>(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering,</li> </ul> <p>using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <ul style="list-style-type: none"> <li>(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;</li> <li>(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;</li> <li>(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;</li> <li>(h) install and maintain cable marker posts</li> </ul>

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to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;

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

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

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

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

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

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
  - (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
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- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
  - (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
  - (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
  - (f) effect access and egress to and from the highway;
  - (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
  - (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and
  - (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

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

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

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

Plots 08/19, 35/13, 37/01, 37/07.

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

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decommissioning of the authorised project and to—

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

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

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

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

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

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
  - (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
  - (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining
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- land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
  - (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
  - (f) effect access and egress to and from the highway;
  - (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
  - (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and
  - (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.
  - (j) “adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.
4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—
- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
  - (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the
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	<p>undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</p> <p>(c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;</p> <p>(d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and</p> <p>(e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</p>
Minor crossings inc. highway	
Plots 02/11, 02/13, 02/16, 02/19, 03/06, 03/09, 03/10, 04/09, 04/11, 05/03, 05/07, 06/02, 06/04, 06/10, 07/03, 07/09, 08/05, 08/07, 08/15, 08/21, 09/11, 09/15, 10/01, 10/15, 11/03, 11/10, 11/13, 12/03, 12/05, 13/05, 13/09, 14/03, 14/04, 14/12, 14/26, 15/11, 16/05, 16/12, 17/05, 18/02, 20/02, 20/06, 20/09, 20/19, 21/03, 22/03, 22/05,	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables</p>

23/03, 24/05, 24/16, 25/04, 26/12, 27/05, 27/10, 27/14, 28/02, 29/11, 30/09, 31/06, 31/08, 31/12, 32/04, 32/10, 33/09, 33/11, 33/15, 34/05, 34/06, 35/06, 35/15, 36/03, 37/11, 37/17, 37/19, 37/21, 38/07, 39/03, 41/05	<p>by way of drilling and / or trenching;</p> <p>(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</p> <p>(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</p> <p>(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;</p> <p>(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;</p> <p>(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;</p> <p>(h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;</p> <p>(i) remove store and stockpile materials (including excavated material) within the Order land;</p> <p>(j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any</p>
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	<p>temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);</p> <p>(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);</p> <p>(l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;</p> <p>(m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</p> <p>(n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;</p> <p>(o) carry out environmental mitigation, remediation and enhancement works;</p> <p>(p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;</p> <p>(q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</p> <p>(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.</p>
<p>Minor crossings inc. highway required to be undertaken by trenchless crossing</p> <p>Plots 08/10, 10/11, 12/10, 14/18, 19/05, 27/08, 28/08, 35/03, 35/09.</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other</p>

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trenchless techniques;

- (b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
  - (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
  - (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
  - (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;
  - (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
  - (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
  - (h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
  - (i) remove store and stockpile materials (including excavated material) within the Order land;
  - (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any
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	<p>temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);</p> <p>(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);</p> <p>(l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;</p> <p>(m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</p> <p>(n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;</p> <p>(o) carry out environmental mitigation, remediation and enhancement works;</p> <p>(p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;</p> <p>(q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</p> <p>(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project</p>
<p>Major crossings (railway, dual carriageway)</p> <p>Plots 10/04, 15/03, 15/04, 23/07, 24/10, 33/06, 37/02, 37/08, 37/20</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other</p>

	<p>trenchless techniques;</p> <p>(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(c) enter the land with or without machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;</p> <p>(d) retain and use the cables for the purposes of the transmission of telecommunications and electricity; and</p> <p>(e) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers).</p>
<p>Balancing pond works</p> <p>Plots 41/23, 41/24, 41/25</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) with or without vehicles, plant and equipment to enter the land to construct the authorised project and thereafter to use, retain, inspect, maintain, repair, alter, renew and replace or remove the authorised project;</p> <p>(b) with or without vehicles, plant and equipment to enter the land to construct or modify drainage apparatus, flood works, water attenuation works or other works, and to construct in, on, over or under the land drains, conduits or pipes to allow existing attenuation works to communicate with the authorised project;</p> <p>(c) with or without vehicles, plant and equipment to enter the land to fell, trim or lop trees and bushes which may obstruct or interfere with the rights exercised by the undertaker;</p> <p>(d) with or without vehicles, plant and equipment to enter the land to access any adjoining land for the purposes of the authorised project;</p> <p>(e) with or without vehicles, plant and</p>

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equipment to enter the land to exercise the rights over and across any access route; and

- (f) to carry out any activities ancillary or incidental thereto.

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

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;
- (d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and
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	<p>(e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</p>
<p>Connection into cable sealing ends</p> <p>41/33</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching or by over ground construction;</p> <p>(b) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove any apparatus necessary to connect the cables into cable sealing ends and to facilitate the connection to electrical apparatus;</p> <p>(c) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(d) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p>(e) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p>(f) enter and be upon the land and remain with or without plant, vehicles,</p>

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

- (g) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
  - (h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
  - (i) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;
  - (j) remove, store and stockpile materials (including excavated material) within the Order land;
  - (k) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
  - (l) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
  - (m) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
  - (n) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
  - (o) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables,
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- cable ducts and jointing works;
- (p) carry out environmental mitigation, remediation and enhancement works;
  - (q) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
  - (r) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
  - (s) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

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

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

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

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

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
  - (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
  - (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
  - (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
  - (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
  - (f) effect access and egress to and from the highway;
  - (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
  - (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and
  - (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse
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	<p>and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.</p> <p>“adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.</p>
<p>Overhead line alterations</p> <p>40/26, 40/27, 40/31, 40/33a, 41/01a, 41/28, 41/30b, 41/30c, 41/30d, 41/40</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and—</p> <p>(a) to enter the land with or without vehicles plant and equipment to erect the electric lines and thereafter retain, inspect, maintain, repair, alter, renew, replace and remove the overhead lines;</p> <p>(b) with or without vehicles, plant and equipment and in a proper and woodman like manner to fell, trim or lop all trees and bushes on the land which obstruct or interfere with the exercise of the undertaker’s rights;</p> <p>(c) enter the land to access any adjoining land;</p> <p>(d) to use the overhead lines.</p> <p>2. A restrictive covenant over the land for the benefit of the remainder of the Order land to—</p> <p>(a) not do or suffer to be done anything upon the land which may in any way interfere with, damage or cause injury to the overhead lines or interfere with or obstruct access thereto or use thereof, and to take all reasonable precautions to prevent such interference, obstruction, damage or injury;</p> <p>(b) not erect any building or structure (whether temporary or permanent) or plant or allow to grow any plant or tree on the land within 5.3 metres of any conductors when they are at a maximum temperature and/or swing;</p> <p>(c) not erect any building or structure (whether temporary or permanent) or plant or allow any plant or tree within or under any towers or within 5 metres of the outer edge of each of the foundations of any towers without the written consent of the undertaker (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable</p>

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conditions);

- (d) not store or place within or under any towers or within 5 metres of the outer edge of the foundations of any towers any goods or materials whatsoever without the written consent of the undertaker (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);
  - (e) not raise the level of the surface of the land so as to make the distance between the level of the ground and the lowest conductor at any point of the span less than 7.6 metres; and
  - (f) not carry out any works or excavations on the land or otherwise which may endanger the stability, safety and integrity of the overhead lines.
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## SCHEDULE 7

Article 20

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

#### Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973<sup>(a)</sup> has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

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

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

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

“5A. If—

- (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 8 of Schedule 7 to the Norfolk Vanguard Offshore Wind Farm Order 2022);

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<sup>(a)</sup> 1973 c. 26.

- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 6 of Schedule 7 to the Norfolk Vanguard Offshore Wind Farm Order 2022) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

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

#### Application of the 1965 Act

4.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired or 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 to be enforceable.

(2) Without prejudice to the generality of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restrictive, with the modifications specified in the following provisions of this Schedule.

5. For section 7 of the 1965 Act (measure of compensation in case of severance) there is substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act”.

6. Section 8(1) of the Compulsory Purchase Act 1965 has effect as if references to acquiring land were to acquiring a right in the land, and Schedule 2A to that Act is to be read as if, for that Schedule, there were substituted—

## “SCHEDULE 2A

### Counter-Notice Requiring Purchase of Land

#### Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act) of the Norfolk Vanguard Offshore Wind Farm Order 2022 in respect of land to which the notice to treat relates.

(2) But see article 24(3) (acquisition of subsoil or airspace only) of the Norfolk Vanguard Offshore Wind Farm Order 2022, which excludes acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule “house” includes any park or garden belonging to a house.

#### **Counter-notice requiring purchase of land**

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the undertaker to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

#### **Response to counter-notice**

5. On receiving a counter-notice the undertaker must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The undertaker must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the undertaker decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the undertaker does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the undertaker serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

#### **Determination by Upper Tribunal**

10. On a referral under paragraph 7 the Upper Tribunal must determine whether the acquisition of the right would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right,
- (b) the proposed use of the right, and
- (c) if the right is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right would have either of the consequences described in paragraph 10 it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

14.—(1) If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory, the authority may at any time within the

period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the undertaker withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

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

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) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

8. Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 18), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

9. Section 20 of the 1965 Act (tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

10. Section 22 of the 1965 Act (interests omitted from purchase) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

## SCHEDULE 8

Article 26

### Land of which temporary possession may be taken

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
District of North Norfolk	01/07, 01/08, 01/09, 01/10, 01/11, 02/01, 02/02	Facilitating construction and carrying out the authorised project; construction compounds for carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4B, 4C and 5
District of	01/01, 01/02, 01/03,	Facilitating construction and	Work Nos. 4A,

North Norfolk	01/04, 01/05, 01/06, 01/13, 01/17, 01/18, 01/19, 01/20, 02/03, 01/12, 02/04, 02/05, 02/09, 02/11, 02/12, 02/13, 02/14, 02/16, 02/18, 02/19, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/06, 03/07, 03/08, 03/09, 03/10, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/09, 04/10, 04/11, 04/12, 05/01, 05/03, 05/04, 05/06, 05/07, 05/08, 05/10, 06/01, 06/02, 06/03, 06/04, 06/05, 06/10, 06/14, 07/01, 07/03, 07/04, 07/06, 07/09, 07/10, 08/02, 08/05, 08/07, 08/08, 08/10, 08/13, 08/15, 08/17, 08/19, 08/20, 08/21, 08/23, 09/03, 09/07, 09/08, 09/11, 09/12, 09/15, 09/16, 10/01, 10/02, 10/04, 10/05, 10/11, 10/14, 10/15, 10/16, 10/17, 11/01, 11/03, 11/05, 11/06, 11/09, 11/10, 11/12, 11/13, 11/14, 12/02, 12/03, 12/04, 12/05, 12/06, 12/10, 13/02, 13/05, 13/08, 13/09, 13/10, 13/11, 13/13, 14/02, 14/03, 14/04, 14/05	carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	4B, 4C and 5
District of North Norfolk	01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 10/10, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12.	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 4B, 4C, 5 and 6

	14/01, 14/06		
District of North Norfolk	04/06, 04/07, 09/04, 09/05, 10/12	Facilitating construction and carrying out Work No. 5; mobilisation zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4C and 5
District of North Norfolk	06/07, 07/11, 08/01, 08/07, 08/09, 08/11, 08/14, 08/16, 08/18, 08/22, 08/24, 09/01, 09/02, 10/03, 10/06, 10/13, 12/08, 12/11, 13/03	Facilitating construction and carrying out Work No. 5; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work No. 5
District of North Norfolk	06/12	Facilitating construction and carrying out Work No. 5; mobilisation zone and trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work No. 5
Districts of North Norfolk and Broadland	14/07	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
Districts of North Norfolk and Broadland	14/08	Facilitating construction and carrying out Work Nos. 5 and 6; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
District of Broadland	14/09, 14/12, 14/15, 14/18, 14/20, 14/26, 14/27, 15/02, 15/03, 15/04, 15/05, 15/07, 15/11, 15/13, 15/15, 16/03, 16/05, 16/08, 16/09, 16/10, 16/12, 16/13, 17/01, 17/02, 17/03, 17/04, 17/05, 17/07, 18/01, 18/02, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04,, 19/07, 20/01, 20/02, 20/03, 20/06, 20/07, 20/09, 20/10, 20/17, 20/19, 20/20, 21/01, 21/03, 21/08, 22/01, 22/03, 22/04, 22/05, 22/06, 22/07, 22/12, 22/13, 22/14, 22/15,	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work No. 6



	23/01, 23/03, 23/05, 23/06, 23/07, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/05, 24/08, 24/10, 24/11, 24/16, 24/19, 25/02, 25/04, 25/06, 25/07, 26/01		
District of Broadland	14/10, 14/21, 14/23, 14/25, 14/28, 15/01, 15/06, 15/09, 21/10, 21/11, 21/17, 23/04, 23/10, 23/12, 24/09, 24/12	Facilitating construction and carrying out Work No. 6; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work No. 6
District of Broadland	14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/12, 20/13, 20/14, 20/15, 20/16, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02, 26/04	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 5, 6 and 7
District of Broadland	14/14, 19/05	Facilitating construction and carrying out Work No. 6; mobilisation zone and trenchless crossing zone for construction, laydown, and carrying out the authorised project; access for carrying out the authorised project.	Work No. 6
District of Broadland	18/03, 20/21, 21/02, 21/06	Facilitating construction and carrying out Work No. 6; mobilisation zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work No. 6
District of Broadland	18/15, 18/16	Temporary storage site; worksites for construction and laydown and carrying out the	Work Nos. 5, 6, 7

		authorised project; access for carrying out the authorised project.	
Districts of Broadland and Breckland	26/03	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 6 and 7.
District of Breckland	26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 41/08, 41/10, 41/11, 41/13, 41/16, 41/22, 39/07, 40/02, 40/03	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 6, 7
District of Breckland	26/07, 26/09, 26/12, 26/14, 26/15, 27/01, 27/05, 27/07, 27/08, 27/09, 27/10, 27/11, 27/14, 27/15, 27/16, 28/01, 28/02, 28/03, 28/08, 29/02, 29/08, 29/11, 29/13, 30/01, 30/07, 30/08, 30/09, 30/12, 31/01, 31/06, 31/07, 31/08, 31/09, 31/11, 31/12, 31/13, 32/01, 32/04, 32/05, 32/07, 32/08, 32/10, 32/11, 33/01, 33/06, 33/08, 33/09, 33/11, 33/14, 33/15, 33/16, 34/01, 34/05, 34/06, 34/07, 35/01, 35/03, 35/04, 35/05, 35/06, 35/07, 35/09, 35/13, 35/15, 35/16, 36/01,	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7

	36/03, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/01, 37/02, 37/07, 37/08, 37/09, 37/11, 37/16, 37/17, 37/18, 37/19, 37/20, 37/21, 37/22, 38/01, 38/04, 38/07, 38/09, 39/10, 40/11, 40/14, 40/20, 40/23, 41/03, 41/14, 41/15, 38/11, 38/12, 39/01, 39/02, 39/03, 39/04, 39/05, 39/06, 39/09, 39/12, 39/13, 39/15, 39/16, 40/01, 40/04, 40/12, 41/05		
District of Breckland	27/03, 27/12, 31/10, 33/17, 34/02, 37/04, 37/12, 37/15	Facilitating construction and carrying out Work Nos. 7; mobilisation zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7
District of Breckland	27/08, 28/06, 28/07, 28/09, 28/10, 29/01, 29/03, 29/04, 29/06, 33/05, 33/07, 33/09, 33/10, 33/13, 34/12, 35/02, 35/08, 35/10, 35/14, 36/19, 37/10	Facilitating construction and carrying out Work Nos. 7; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7
District of Breckland	37/03, 37/06	Facilitating construction and carrying out Work Nos. 7; mobilisation zone and trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7
District of Breckland	40/16	Construction compound; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7, 8A, 8B, 9 and 12
District of Breckland	40/26, 40/26a 40/27, 40/27a, 40/28, 40/31, 40/31a, 40/32, 40/33, 40/33a, 40/33b, 41/01, 41/01a, 41/01b, 41/07, 41/09, 41/17, 41/18, 41/27, 41/28, 41/30, 41/30b, 41/30c, 41/30d, 41/30e, 41/30f, 41/39, 41/40, 41/40a, 41/41, 41/42, 41/43,	Facilitating construction and carrying out the authorised project and works to the National Grid overhead lines; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7, 8A, 8B, 9, 10A, 10B, 10C, 11, 11A and 12

	41/44, 41/45, 41/46, 41/47, 41/48, 42/04		
District of Breckland	41/07, 41/09, 41/17, 41/18	Construction compound and carrying out the authorised project; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 9, 10A, 10B, 10C, 11 and 12
District of Breckland	41/12, 42/05, 42/06	Facilitation construction and carrying out Work No. 12; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 10C and 12
District of Breckland	41/23, 41/24, 41/25	Facilitating construction and carrying out Work No. 10B; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 8B, 9, 10A, 10B, 10C, 11, 11A and 12
District of Breckland	41/33	Facilitating construction and carrying out Work No. 11 and Work No. 11A; carrying out the authorised project; access for carrying out the authorised project.	Work No. 11, and Work No. 11A
District of Breckland	42/02, 42/03	Facilitating construction and carrying out Work No. 12; worksites for construction and laydown and carrying out the authorised project; park and ride offload area for substation construction; access for carrying out the authorised project.	Work Nos. 8A, 8B, 9 and 12

## SCHEDULE 9

Article 32

### Deemed Licence under the 2009 Act – Generation Assets (Licence 1 – Phase 1)

#### PART 1

##### Interpretation

##### 1. In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

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

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

“accommodation platform” means a fixed structure providing offshore accommodation for personnel

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 1 described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

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

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

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

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

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of 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 this Order;

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

“HAT” means highest astronomical tide;

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Vanguard Southern North Sea Special area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

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

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

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(a) S.I. 2017/1013.

“licence 2 (generation)” means the licence set out in Schedule 10 (deemed licence under the 2009 Act – generation assets (licence 2 – phase 2));

“licensed activities” means the activities specified in Part 3 of this licence;

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

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

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

“MCA” means the Maritime and Coastguard Agency;

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

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

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

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

“Norfolk Vanguard East” means the eastern area located in the offshore Order limits within which wind turbine generators will be situated;

“Norfolk Vanguard West” means the western area located in the offshore Order limits within which wind turbine generators will be situated;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

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

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022;

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

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

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

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

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

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

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

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

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

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

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

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

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

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

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

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

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation; and

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

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

3. Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (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 points of contact with the organisations listed below and the addresses for returns and correspondence are—

- (a) Marine Management Organisation
  - Marine Licensing
  - Lancaster House
  - Hampshire Court
  - Newcastle Business Park
  - Newcastle upon Tyne
  - NE4 7YH
  - Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London EC3N  
4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;

Formatted: Norwegian (Bokmål)

(e) Maritime and Coastguard Agency

Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;

(h) Historic England



Cannon Bridge  
House 25  
Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

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

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	6	53° 2' 36.817" N	2° 34' 16.309" E
2	52° 49' 53.975" N	3° 5' 22.789" E	7	52° 49' 38.834" N	2° 34' 15.809" E
3	52° 46' 19.050" N	3° 2' 16.682" E	8	52° 48' 47.472" N	2° 33' 28.343" E
4	52° 45'	2° 45'	9	52° 48'	2° 26'

	10.584" N	33.989" E		3.133" N	37.427" E
5	52° 51'	2° 45'	10	52° 56'	2° 18'
	41.636" N	34.220" E		9.089" N	33.231" E

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to 37,736,390m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU215 and HU216 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 36,000,000 m<sup>3</sup> for cable and fibre optic cable installation;
  - (ii) 1,648,824 m<sup>3</sup> for the wind turbine generators;
  - (iii) 75,000 m<sup>3</sup> for the accommodation platform; and
  - (iv) 12,566 m<sup>3</sup> for the meteorological masts;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to 400,624 m<sup>3</sup>

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of Work No. 1 (phase 1)—

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 158 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), or gravity base fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to two accommodation platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings.

(2) In connection with Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including:

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of up to 37,736,390 cubic metres of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
- (d) removal of static fishing equipment;

(3) In connection with such Work No. 1, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### Design parameters

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

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;
- (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or
- (e) have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below—

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS
14.7MW and above	30m from MHWS

(2) References to the location of a wind turbine generator in paragraph (1) above are references to the centre point of that turbine.

(3) The total number of wind turbine generators must not exceed 158 and must be configured such that at any time—

- (a) no more than two-thirds of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard West; and

- (b) no more than one-half of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard East.

2.—(1) The dimensions of any accommodation platform forming part of the authorised scheme must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

- (2) Each meteorological mast must not exceed a height of 200 metres above HAT.  
(3) Each meteorological mast must not have more than one supporting foundation.

3. The total length of the cables and the area and volume of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 1(e) (array)	600 kilometres	389,000m <sup>2</sup> 198,500 m <sup>3</sup>

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

- (a) more than four driven piles;  
(b) in the case of single pile structures, a pile diameter which is more than 15 metres; or  
(c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

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

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

- (a) more than four driven piles;  
(b) in the case of single pile structures, a pile diameter which is more than 10 metres; or  
(c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

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

6.—(1) In relation to an accommodation platform, each foundation using piles must not have—

- (a) more than six driven piles; or  
(b) a pile diameter which is more than three metres.

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

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

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 79m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.

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

#### **Phasing of the authorised scheme**

8.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 2 (generation)—

- (a) the total electrical export capacity of the authorised scheme must not exceed 1,800MW at the point of connection to the offshore electrical platform(s);  
(b) the total number of wind turbine generators forming part of the authorised scheme must not exceed 158;

- (c) the total number of accommodation platforms forming part of the authorised scheme must not exceed two;
- (d) the total number of meteorological masts forming part of the authorised scheme must not exceed two;
- (e) the total number of LIDAR measurement buoys forming part of the authorised scheme must not exceed two;
- (f) the total number of wave measurement buoys forming part of the authorised scheme must not exceed two;
- (g) the total amount of scour protection for the wind turbine generators, accommodation platform(s), meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 5,176,703m<sup>2</sup> and 25,883,515 m<sup>3</sup>;
- (h) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 37,736,390 m<sup>3</sup>;
- (i) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 400,624 m<sup>3</sup>; and
- (j) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 3 of this licence.

(2) Prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—

- (a) whether the authorised scheme will be constructed—
  - (i) in a single offshore phase under this licence; or
  - (ii) in two offshore phases under this licence and licence 2 (generation); and
- (b) where the authorised scheme will be constructed in two offshore phases—
  - (i) prior to the commencement of phase 1, the total number of wind turbine generators accommodation platforms, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase; and
  - (ii) prior to the commencement of phase 2, the total number of wind turbine generators accommodation platforms, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase.

#### **Notifications and inspections**

9.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities,

and confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### **Aids to navigation**

**10.—**(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 14(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 9(11) and condition 9(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

#### **Colouring of structures**

**11.**—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

#### **Chemicals, drilling and debris**

**12.**—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(a) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU215 and HU216 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

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(a) S.I. 2002/1355.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

13.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits, because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

### **Pre-construction plans and documentation**

14.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, accommodation platforms and meteorological masts;
  - (ii) the height to the tip of the vertical blade of all wind turbine generators;
  - (iii) the height to the centreline of the generator shaft forming part of the hub of all wind turbine generators;
  - (iv) the rotor diameter and spacing of all wind turbine generators;
  - (v) the height of all lattice towers forming part of all meteorological masts;
  - (vi) the height, length and width of all accommodation platforms;
  - (vii) the dimensions of all foundations;
  - (viii) the length and arrangement of all cables (including fibre optic cables) comprising Work No. 1(e);
  - (ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 and its annexes), accommodation platforms and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (x) a plan showing the indicative layout of all wind turbine generators, accommodation platforms and meteorological masts including all exclusion zones (insofar as not shown in (ix) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv);
  - (xi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i); and



- (xii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, offshore electrical platform, substation and meteorological mast.
- to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to 8 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
- (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 17, 18, 19 and 20; and
  - (iv) an indicative written construction programme for all wind turbine generators accommodation platforms, meteorological masts, measurement buoys and cables (including fibre optic cables) comprised in the works in Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works, and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) cable (including fibre optic cable) installation
  - (iv) contractors;
  - (v) vessels, vessels maintenance and vessels transit corridors; and
  - (vi) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of

commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities; and

- (vi) procedures to be followed within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub- paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
  - (i) technical specification of offshore cables (including fibre optic cables) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cables) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
  - (iii) proposals for monitoring offshore cables (including fibre optic cables) including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 18(2)(a) and in accordance with the offshore in principle monitoring plan.
- (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 10 for the lifetime of the authorised scheme.
- (l) In relation to ornithological monitoring—
  - (i) a plan setting out the aims, objectives and timing for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least four months prior to the first pre-construction survey (as referred to in condition 14(1)(b)(aa)), and
  - (ii) an ornithological monitoring plan setting out the methods for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) in accordance with the details and timescales approved pursuant to the plan referred to in sub-paragraph (i).
- (m) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a site integrity plan which accords with the principles set out in the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000kJ.

**15.—**(1) Any archaeological reports produced in accordance with condition 14(h)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 14(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 14 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 14, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

#### **Post-construction plans and documents**

16. The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and UKHO.

#### **Reporting of engaged agents, contractors and vessels**

- 17.—(1) The undertaker must provide the following information to the MMO—
- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
  - (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.
- (2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

#### **Pre-construction monitoring and surveys**

18.—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
  - (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—
- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
  - (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
  - (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); and
  - (d) or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

### Construction monitoring

19.—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with Natural England, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(5) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

### Post construction

20.—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l);
- (d) post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring

periodically as requested by the MMO in consultation with the MCA and Trinity House;  
and

- (e) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables (including fibre optic cables), the cable monitoring plan required under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### **Reporting of impact pile driving**

21.—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the 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 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—

- (a) "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; and
- (b) "Forward Look" and "Close Out" requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

#### **Reporting of scour and cable protection**

22.—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

### Completion of construction

23.—(1) The undertaker must submit a close out report 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 turbine generators;
- (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.

## SCHEDULE 10

Article 32

### Deemed Licence under the 2009 Act – Generation Assets (Licence 2 – Phase 2)

#### PART 1

##### Interpretation

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

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

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

“accommodation platform” means a fixed structure providing offshore accommodation for personnel

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 1 described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

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

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

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(a) S.I. 2017/1013.

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

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

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

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

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

“HAT” means highest astronomical tide;

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Vanguard Southern North Sea Special area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

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

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 1 (generation)” means the licence set out in Schedule 9 (deemed licence under the 2009 Act – generation assets (licence 1 – phase 1));

“licensed activities” means the activities specified in Part 3 of this licence;

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

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

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

“MCA” means the Maritime and Coastguard Agency;

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

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

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

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, transition piece,



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

“Norfolk Vanguard East” means the eastern area located in the offshore Order limits within which wind turbine generators will be situated;

“Norfolk Vanguard West” means the western area located in the offshore Order limits within which wind turbine generators will be situated;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

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

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022;

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

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

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

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

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

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

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

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

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

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

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

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

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

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

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or

adapted for movement through, in, on or over water and which is at the time in, on or over water;  
“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation; and

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

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

3. Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (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 points of contact with the organisations listed below and the addresses for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London EC3N  
4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN

Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

(h) Historic England

Cannon Bridge

House 25

Dowgate Hill

London

EC4R 2YA

Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

**1.** This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

**2.** The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

**3.** With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved

details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

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

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	6	53° 2' 36.817" N	2° 34' 16.309" E
2	52° 49' 53.975" N	3° 5' 22.789" E	7	52° 49' 38.834" N	2° 34' 15.809" E
3	52° 46' 19.050" N	3° 2' 16.682" E	8	52° 48' 47.472" N	2° 33' 28.343" E
4	52° 45' 10.584" N	2° 45' 33.989" E	9	52° 48' 3.133" N	2° 26' 37.427" E
5	52° 51' 41.636" N	2° 45' 34.220" E	10	52° 56' 9.089" N	2° 18' 33.231" E

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to 37,736,390 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU215 and HU216 within the extent of the Order limits seaward of MHWS, comprising—

- (i) 36,000,000 m<sup>3</sup> for cable and fibre optic cable installation;
- (ii) 1,648,824 m<sup>3</sup> for the wind turbine generators;
- (iii) 75,000 m<sup>3</sup> for the accommodation platform; and
- (iv) 12,566 m<sup>3</sup> for the meteorological masts;
- (e) the removal of static fishing equipment; and
- (f) The disposal of drill arisings in connection with any foundation drilling up to a total of 400,624m<sup>3</sup>.

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of Work No. 1 (phase 2)—

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 158 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), or gravity base fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to two accommodation platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings.

(2) In connection with Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including:

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of up to 37,736,390 cubic metres of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
- (d) removal of static fishing equipment;

(3) In connection with such Work No. 1, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### Design parameters

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

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;
- (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or
- (e) have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS
14.7 MW and above	30m from MHWS

(2) References to the location of a wind turbine generator in paragraph (1) above are references to the centre point of that turbine.

(3) The total number of wind turbine generators must not exceed 158 and must be configured such that at any time—

- (a) no more than two-thirds of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard West; and
- (b) no more than one-half of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard East.

2.—(1) The dimensions of any accommodation platform forming part of the authorised scheme must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

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

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

3. The total length of the cables and the area and volume of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 1(e) (array)	600 kilometres	389,000 m <sup>2</sup> 198,500 m <sup>3</sup>

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

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

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

- 5.—(1) In relation to a meteorological mast, each foundation using piles must not have—
- (a) more than four driven piles;
  - (b) in the case of single pile structures, a pile diameter which is more than 10 metres; or
  - (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.
- (2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.
- 6.—(1) In relation to an accommodation platform, each foundation using piles must not have—
- (a) more than six driven piles; or
  - (b) a pile diameter which is more than three metres.
- (2) In relation to an accommodation platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.
- 7.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.
- (2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 79m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.
- (3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

#### **Phasing of the authorised scheme**

- 8.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 1 (generation)—
- (a) the total electrical export capacity of the authorised scheme must not exceed 1,800MW at the point of connection to the offshore electrical platform(s);
  - (b) the total number of wind turbine generators forming part of the authorised scheme must not exceed 158;
  - (c) the total number of accommodation platforms forming part of the authorised scheme must not exceed two;
  - (d) the total number of meteorological masts forming part of the authorised scheme must not exceed two;
  - (e) the total number of LIDAR measurement buoys forming part of the authorised scheme must not exceed two;
  - (f) the total number of wave measurement buoys forming part of the authorised scheme must not exceed two;
  - (g) the total amount of scour protection for the wind turbine generators, accommodation platform(s), meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 5,176,703 m<sup>2</sup> and 25,883,515 m<sup>3</sup>; and
  - (h) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 37,736,390 m<sup>3</sup>;
  - (i) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 400,624 m<sup>3</sup>; and
  - (j) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 3 of this licence.
- (2) Prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—
- (a) whether the authorised scheme will be constructed—
    - (i) in a single offshore phase under this licence; or

- (ii) in two offshore phases under this licence and licence 1 (generation); and
- (b) where the authorised scheme will be constructed in two offshore phases—
  - (i) prior to the commencement of phase 1, the total number of wind turbine generators accommodation platforms, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase; and
  - (ii) prior to the commencement of phase 2, the total number of wind turbine generators accommodation platforms, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase.

### **Notifications and inspections**

- 9.—(1) The undertaker must ensure that—
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;
- and confirmation of notification must be provided to the MMO within five days.
- (8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, the MCA and UKHO within five days.



(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### **Aids to navigation**

**10.**—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 14(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 9(11) and condition 9(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

#### **Colouring of structures**

**11.**—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

### Chemicals, drilling and debris

12.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002<sup>(a)</sup> (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU215 and HU216 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### Force majeure

13.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits, because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

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<sup>(a)</sup> S.I. 2002/1355.

### Pre-construction plans and documentation

14.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, accommodation platforms and meteorological masts;
  - (ii) the height to the tip of the vertical blade of all wind turbine generators;
  - (iii) the height to the centreline of the generator shaft forming part of the hub of all wind turbine generators;
  - (iv) the rotor diameter and spacing of all wind turbine generators;
  - (v) the height of all lattice towers forming part of all meteorological masts;
  - (vi) the height, length and width of all accommodation platforms;
  - (vii) the dimensions of all foundations;
  - (viii) the length and arrangement of all cables (including fibre optic cables) comprising Work No. 1(e);
  - (ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 and its annexes), accommodation platforms and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (x) a plan showing the indicative layout of all wind turbine generators, accommodation platforms and meteorological masts including all exclusion zones (insofar as not shown in (ix) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv);
  - (xi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i); and
  - (xii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, offshore electrical platform, substation and meteorological mast.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 17, 18, 19 and 20; and
  - (iv) an indicative written construction programme for all wind turbine generators accommodation platforms, meteorological masts, measurement buoys and cables (including fibre optic cables) comprised in the works in Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—

- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;

- (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
    - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works, and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
    - (ii) soft start procedures with specified duration periods;
    - (iii) cable (including fibre optic cable) installation;
    - (iv) contractors;
    - (v) vessels, vessels maintenance and vessels transit corridors; and
    - (vi) associated and ancillary works.
  - (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
    - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
    - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
    - (iii) waste management and disposal arrangements;
    - (iv) the appointment and responsibilities of a fisheries liaison officer;
    - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities; and
    - (vi) procedures to be followed within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.
  - (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub- paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
  - (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
  - (g) A cable specification, installation and monitoring plan, to include—
    - (i) technical specification of offshore cables (including fibre optic cables) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
    - (ii) a detailed cable (including fibre optic cables) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

- (iii) proposals for monitoring offshore cables (including fibre optic cables) including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 18(2)(a) and in accordance with the offshore in principle monitoring plan.
- (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 10 for the lifetime of the authorised scheme.
- (l) In relation to ornithological monitoring—
  - (i) a plan setting out the aims, objectives and timing for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least four months prior to the first pre-construction survey (as referred to in condition 14(1)(b)(aa)), and
  - (ii) an ornithological monitoring plan setting out the methods for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) in accordance with the details and timescales approved pursuant to the plan referred to sub-paragraph (i).
- (m) In the event that piled foundations are proposed to be used, a site integrity plan which accords with the principles set out in the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied

would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000kJ.

15.—(1) Any archaeological reports produced in accordance with condition 14(h)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 14(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 14 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 14, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

#### **Post-construction plans and documents**

16. The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and UKHO.

#### **Reporting of engaged agents, contractors and vessels**

17.—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

### **Pre-construction monitoring and surveys**

**18.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
- (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); and
- (d) or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

### **Construction monitoring**

**19.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with Natural England, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(5) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

#### **Post construction**

**20.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l);
- (d) post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House; and
- (e) contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables (including fibre optic cables), the cable monitoring plan required under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### **Reporting of impact pile driving**

**21.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—



- (a) prior to the commencement of the 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 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—
- (a) “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; and
  - (b) “Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

#### **Reporting of cable and scour protection**

22.—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

- (2) The report must include the following information—
- (a) Location of the cable protection and scour protection;
  - (b) volume of cable protection and scour protection; and
  - (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

#### **Completion of construction**

23.—(1) The undertaker must submit a close out report 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 turbine generators;
  - (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.

## SCHEDULE 11

Article 32

### Deemed Licence under the 2009 Act – Transmission Assets (Licence 1 – Phase 1)

#### PART 1

##### Interpretation

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

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

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

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work Nos. 2, 3, 4A, and 4B described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

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

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

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

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

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

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

“HAT” means highest astronomical tide;

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Vanguard Southern

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(a) S.I. 2017/1013.

North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

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

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 2 (transmission)” means the licence set out in Schedule 12 (deemed licence under the 2009 Act – transmission assets (licence 2 – phase 2));

“licensed activities” means the activities specified in Part 3 of this licence;

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

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

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

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

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

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

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

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022;

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

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

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

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

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

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

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

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

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

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

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

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

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

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

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

“Work No. 4C” means the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts from MHWS at Happisburgh South, North Norfolk; and

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

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

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (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 points of contact with the organisations listed below and the addresses for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing

Lancaster House

Hampshire Court

Newcastle Business Park

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032;

- (b) Marine Management Organisation (local office)  
Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;
- (c) Trinity House  
Tower Hill  
London EC3N  
4DH  
Tel: 020 7481 6900;
- (d) The United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;
- (e) Maritime and Coastguard Agency  
Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2426;
- (f) Centre for Environment, Fisheries and Aquaculture Science  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;
- (g) Natural England  
Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;
- (h) Historic England

Cannon Bridge  
House 25  
Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

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

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	269	52° 48' 36.617" N	1° 39' 45.198" E
2	52° 49' 53.975" N	3° 5' 22.789" E	270	52° 48' 36.608" N	1° 39' 45.442" E
3	52° 46' 19.050" N	3° 2' 16.682" E	271	52° 48' 36.111" N	1° 39' 58.227" E
4	52° 45' 10.584" N	2° 45' 33.989" E	272	52° 47' 53.162" N	1° 57' 17.842" E

5	52° 51' 41.636" N	2° 45' 34.220" E	273	52° 47' 51.688" N	1° 57' 48.405" E
6	53° 2' 36.817" N	2° 34' 16.309" E	274	52° 47' 50.436" N	1° 58' 0.642" E
7	52° 49' 38.834" N	2° 34' 15.809" E	275	52° 47' 48.214" N	1° 58' 12.320" E
8	52° 48' 47.472" N	2° 33' 28.343" E	276	52° 47' 42.495" N	1° 58' 33.820" E
9	52° 48' 3.133" N	2° 26' 37.427" E	277	52° 47' 36.793" N	1° 58' 49.157" E
10	52° 56' 9.089" N	2° 18' 33.231" E	278	52° 47' 27.713" N	1° 59' 7.719" E
11	52° 45' 11.467" N	2° 45' 30.454" E	279	52° 47' 19.963" N	1° 59' 19.409" E
12	52° 45' 11.943" N	2° 45' 28.711" E	280	52° 47' 10.581" N	1° 59' 30.409" E
13	52° 45' 12.967" N	2° 45' 25.281" E	281	52° 45' 3.401" N	2° 1' 51.874" E
14	52° 45' 14.081" N	2° 45' 21.928" E	282	52° 45' 3.127" N	2° 1' 52.189" E
15	52° 45' 15.285" N	2° 45' 18.661" E	283	52° 45' 2.287" N	2° 1' 53.183" E
16	52° 45' 15.920" N	2° 45' 17.061" E	284	52° 45' 1.635" N	2° 1' 53.925" E
17	52° 45' 17.254" N	2° 45' 13.933" E	285	52° 45' 1.351" N	2° 1' 54.277" E
18	52° 45' 17.952" N	2° 45' 12.407" E	286	52° 45' 0.388" N	2° 1' 55.510" E
19	52° 45' 19.409" N	2° 45' 9.432" E	287	52° 45' 0.110" N	2° 1' 55.877" E
20	52° 45' 20.533" N	2° 45' 7.335" E	288	52° 44' 59.840" N	2° 1' 56.258" E
21	52° 45' 20.944" N	2° 45' 6.567" E	289	52° 44' 58.926" N	2° 1' 57.587" E
22	52° 45' 21.741" N	2° 45' 5.178" E	290	52° 44' 58.663" N	2° 1' 57.982" E
23	52° 45' 23.389" N	2° 45' 2.488" E	291	52° 44' 58.407" N	2° 1' 58.390" E
24	52° 45' 24.240" N	2° 45' 1.188" E	292	52° 44' 57.545" N	2° 1' 59.812" E
25	52° 45' 25.993" N	2° 44' 58.685" E	293	52° 44' 57.298" N	2° 2' 0.233" E
26	52° 45' 27.812" N	2° 44' 56.313" E	294	52° 44' 57.059" N	2° 2' 0.667" E
27	52° 45' 29.693" N	2° 44' 54.076" E	295	52° 44' 56.253" N	2° 2' 2.175" E
28	52° 45' 31.632" N	2° 44' 51.980" E	296	52° 44' 56.022" N	2° 2' 2.621" E
29	52° 45' 32.623" N	2° 44' 50.985" E	297	52° 44' 55.800" N	2° 2' 3.078" E
30	52° 45'	2° 44'	298	52° 44'	2° 2' 4.667" E

	33.626" N	50.027" E		55.053" N	
31	52° 45' 35.671" N	2° 44' 48.223" E	299	52° 44' 54.839" N	2° 2' 5.136" E
32	52° 45' 37.763" N	2° 44' 46.570" E	300	52° 44' 54.635" N	2° 2' 5.615" E
33	52° 45' 39.897" N	2° 44' 45.071" E	301	52° 44' 53.950" N	2° 2' 7.278" E
34	52° 45' 42.069" N	2° 44' 43.731" E	302	52° 44' 53.755" N	2° 2' 7.768" E
3	52° 45' 43.168" N	2° 44' 43.121" E	303	52° 44' 53.569" N	2° 2' 8.268" E
36	52° 45' 44.275" N	2° 44' 42.551" E	304	52° 44' 52.949" N	2° 2' 9.998" E
37	52° 45' 46.511" N	2° 44' 41.534" E	305	52° 44' 52.773" N	2° 2' 10.507" E
38	52° 45' 47.638" N	2° 44' 41.087" E	306	52° 44' 52.607" N	2° 2' 11.025" E
39	52° 45' 48.833" N	2° 44' 40.681" E	307	52° 44' 52.053" N	2° 2' 12.816" E
40	52° 46' 9.781" N	2° 44' 40.687" E	308	52° 44' 51.897" N	2° 2' 13.343" E
41	52° 46' 46.724" N	2° 44' 40.696" E	309	52° 44' 51.751" N	2° 2' 13.877" E
42	52° 46' 48.173" N	2° 44' 40.696" E	310	52° 44' 51.267" N	2° 2' 15.722" E
43	52° 46' 52.974" N	2° 44' 40.698" E	311	52° 44' 51.131" N	2° 2' 16.263" E
44	52° 46' 55.152" N	2° 44' 40.698" E	312	52° 44' 51.006" N	2° 2' 16.812" E
45	52° 46' 57.976" N	2° 44' 40.699" E	313	52° 44' 50.593" N	2° 2' 18.703" E
46	52° 47' 0.395" N	2° 44' 40.053" E	314	52° 44' 50.478" N	2° 2' 19.257" E
47	52° 47' 1.558" N	2° 44' 39.624" E	315	52° 44' 50.373" N	2° 2' 19.818" E
48	52° 47' 1.970" N	2° 44' 39.479" E	316	52° 44' 50.034" N	2° 2' 21.747" E
49	52° 47' 2.003" N	2° 44' 39.463" E	317	52° 44' 49.940" N	2° 2' 22.313" E
50	52° 47' 3.144" N	2° 44' 38.936" E	318	52° 44' 49.857" N	2° 2' 22.883" E
51	52° 47' 4.295" N	2° 44' 38.272" E	319	52° 44' 49.592" N	2° 2' 24.844" E
52	52° 47' 4.681" N	2° 44' 38.004" E	320	52° 44' 49.520" N	2° 2' 25.418" E
53	52° 47' 4.998" N	2° 44' 37.816" E	321	52° 44' 49.459" N	2° 2' 25.996" E
54	52° 47' 5.524" N	2° 44' 37.450" E	322	52° 44' 49.268" N	2° 2' 27.980" E
55	52° 47' 6.616" N	2° 44' 36.554" E	323	52° 44' 49.218" N	2° 2' 28.561" E



56	52° 47' 7.671" N	2° 44' 35.546" E	324	52° 44' 49.179" N	2° 2' 29.143" E
57	52° 47' 8.686" N	2° 44' 34.431" E	325	52° 44' 49.065" N	2° 2' 31.144" E
58	52° 47' 9.657" N	2° 44' 33.214" E	326	52° 44' 49.037" N	2° 2' 31.728" E
59	52° 47' 10.579" N	2° 44' 31.898" E	327	52° 44' 49.021" N	2° 2' 32.314" E
60	52° 47' 11.449" N	2° 44' 30.489" E	328	52° 44' 48.989" N	2° 2' 34.021" E
61	52° 47' 12.264" N	2° 44' 28.993" E	329	52° 44' 48.983" N	2° 2' 34.638" E
62	52° 47' 13.021" N	2° 44' 27.415" E	330	52° 44' 49.220" N	2° 15' 49.970" E
63	52° 47' 13.715" N	2° 44' 25.762" E	331	52° 44' 49.236" N	2° 15' 51.345" E
64	52° 47' 14.346" N	2° 44' 24.040" E	332	52° 44' 49.268" N	2° 15' 53.169" E
65	52° 47' 14.910" N	2° 44' 22.257" E	333	52° 44' 49.284" N	2° 15' 53.754" E
66	52° 47' 15.404" N	2° 44' 20.418" E	334	52° 44' 49.311" N	2° 15' 54.339" E
67	52° 47' 15.784" N	2° 44' 18.728" E	335	52° 44' 49.422" N	2° 15' 56.340" E
68	52° 47' 15.918" N	2° 44' 18.041" E	336	52° 44' 49.460" N	2° 15' 56.922" E
69	52° 47' 16.179" N	2° 44' 16.606" E	337	52° 44' 49.509" N	2° 15' 57.503" E
70	52° 47' 16.456" N	2° 44' 14.647" E	338	52° 44' 49.680" N	2° 15' 59.308" E
71	52° 47' 16.520" N	2° 44' 14.023" E	339	52° 44' 49.731" N	2° 15' 59.809" E
72	52° 47' 16.658" N	2° 44' 12.664" E	340	52° 44' 49.791" N	2° 16' 0.309" E
73	52° 47' 16.784" N	2° 44' 10.663" E	341	52° 44' 51.112" N	2° 16' 10.573" E
74	52° 47' 16.834" N	2° 44' 8.653" E	342	52° 44' 51.112" N	2° 16' 10.573" E
75	52° 47' 16.807" N	2° 44' 6.642" E	343	52° 45' 49.555" N	2° 23' 47.080" E
76	52° 47' 16.703" N	2° 44' 4.638" E	344	52° 45' 49.556" N	2° 23' 47.093" E
77	52° 47' 16.559" N	2° 44' 3.046" E	345	52° 45' 49.762" N	2° 23' 48.593" E
78	52° 47' 15.589" N	2° 43' 55.247" E	346	52° 45' 50.105" N	2° 23' 50.522" E
79	52° 47' 14.341" N	2° 43' 45.216" E	347	52° 45' 50.521" N	2° 23' 52.412" E
80	52° 47' 13.615" N	2° 43' 39.381" E	348	52° 45' 51.008" N	2° 23' 54.255" E
81	52° 47'	2° 43'	349	52° 45'	2° 23'

	13.538" N	38.765" E		51.565" N	56.044" E
82	52° 43' 46.039" N	2° 16' 19.075" E	350	52° 45' 52.188" N	2° 23' 57.772" E
83	52° 43' 45.182" N	2° 16' 10.004" E	351	52° 45' 52.876" N	2° 23' 59.431" E
84	52° 43' 44.634" N	2° 16' 0.162" E	352	52° 45' 53.626" N	2° 24' 1.017" E
85	52° 43' 44.531" N	2° 15' 54.221" E	353	52° 45' 54.434" N	2° 24' 2.521" E
86	52° 43' 44.490" N	2° 15' 51.462" E	354	52° 45' 55.299" N	2° 24' 3.939" E
87	52° 43' 44.512" N	2° 7' 23.550" E	355	52° 45' 56.215" N	2° 24' 5.265" E
88	52° 42' 44.166" N	2° 3' 14.512" E	356	52° 45' 57.180" N	2° 24' 6.493" E
89	52° 42' 43.152" N	2° 3' 9.802" E	357	52° 45' 58.191" N	2° 24' 7.619" E
90	52° 42' 42.369" N	2° 3' 4.946" E	358	52° 45' 59.242" N	2° 24' 8.639" E
91	52° 42' 31.534" N	2° 1' 44.644" E	359	52° 46' 0.330" N	2° 24' 9.547" E
92	52° 42' 31.056" N	2° 1' 40.338" E	360	52° 46' 1.450" N	2° 24' 10.341" E
93	52° 42' 30.948" N	2° 1' 39.044" E	361	52° 46' 2.598" N	2° 24' 11.017" E
94	52° 42' 30.701" N	2° 1' 34.686" E	362	52° 46' 3.770" N	2° 24' 11.573" E
95	52° 42' 30.654" N	2° 1' 30.309" E	363	52° 46' 4.960" N	2° 24' 12.007" E
96	52° 42' 30.675" N	2° 1' 29.003" E	364	52° 46' 6.165" N	2° 24' 12.317" E
97	52° 42' 30.833" N	2° 1' 25.173" E	365	52° 46' 7.380" N	2° 24' 12.501" E
98	52° 42' 33.173" N	2° 0' 49.768" E	366	52° 46' 8.022" N	2° 24' 12.532" E
99	52° 42' 34.216" N	2° 0' 40.941" E	367	52° 46' 9.762" N	2° 24' 12.670" E
100	52° 42' 34.439" N	2° 0' 39.649" E	368	52° 50' 9.656" N	2° 24' 31.707" E
101	52° 42' 35.302" N	2° 0' 35.379" E	369	52° 51' 3.549" N	2° 34' 15.864" E
102	52° 42' 41.649" N	2° 0' 7.655" E	370	52° 51' 3.486" N	2° 34' 19.188" E
103	52° 42' 43.788" N	2° 0' 0.073" E	371	52° 51' 3.295" N	2° 34' 22.530" E
104	52° 42' 44.149" N	1° 59' 59.016" E	372	52° 51' 2.978" N	2° 34' 25.846" E
105	52° 42' 45.445" N	1° 59' 55.557" E	373	52° 51' 2.535" N	2° 34' 29.122" E
106	52° 42' 55.437" N	1° 59' 30.877" E	374	52° 51' 1.968" N	2° 34' 32.346" E

107	52° 42' 55.855" N	1° 59' 29.924" E	375	52° 51' 1.280" N	2° 34' 35.504" E
108	52° 42' 58.378" N	1° 59' 24.593" E	376	52° 51' 0.473" N	2° 34' 38.585" E
109	52° 42' 58.842" N	1° 59' 23.685" E	377	52° 50' 59.551" N	2° 34' 41.577" E
110	52° 43' 0.673" N	1° 59' 20.588" E	378	52° 50' 58.516" N	2° 34' 44.466" E
111	52° 43' 2.861" N	1° 59' 17.394" E	379	52° 50' 57.374" N	2° 34' 47.243" E
112	52° 43' 17.859" N	1° 58' 57.179" E	380	52° 50' 56.129" N	2° 34' 49.896" E
113	52° 43' 19.625" N	1° 58' 54.953" E	381	52° 50' 54.785" N	2° 34' 52.414" E
114	52° 43' 21.284" N	1° 58' 53.106" E	382	52° 50' 53.348" N	2° 34' 54.787" E
115	52° 43' 21.796" N	1° 58' 52.576" E	383	52° 50' 51.823" N	2° 34' 57.007" E
116	52° 43' 23.547" N	1° 58' 50.895" E	384	52° 50' 50.218" N	2° 34' 59.065" E
117	52° 45' 46.103" N	1° 56' 43.184" E	385	52° 50' 48.537" N	2° 35' 0.952" E
118	52° 46' 2.160" N	1° 56' 27.260" E	386	52° 50' 46.788" N	2° 35' 2.661" E
119	52° 46' 3.532" N	1° 56' 26.078" E	387	52° 50' 44.977" N	2° 35' 4.185" E
120	52° 46' 17.577" N	1° 56' 12.146" E	388	52° 50' 43.112" N	2° 35' 5.518" E
121	52° 46' 37.038" N	1° 55' 33.566" E	389	52° 50' 41.200" N	2° 35' 6.655" E
122	52° 46' 51.513" N	1° 54' 38.977" E	390	52° 50' 39.248" N	2° 35' 7.591" E
123	52° 46' 58.151" N	1° 53' 21.115" E	391	52° 50' 37.265" N	2° 35' 8.323" E
124	52° 46' 59.490" N	1° 52' 52.341" E	392	52° 50' 33.492" N	2° 35' 9.272" E
125	52° 47' 32.039" N	1° 39' 38.159" E	393	52° 50' 32.920" N	2° 35' 9.346" E
126	52° 47' 32.129" N	1° 39' 36.152" E	394	52° 46' 31.498" N	2° 26' 1.301" E
127	52° 47' 32.273" N	1° 39' 33.526" E	395	52° 46' 31.407" N	2° 26' 1.294" E
128	52° 47' 32.388" N	1° 39' 31.565" E	396	52° 46' 31.505" N	2° 26' 1.330" E
129	52° 47' 32.521" N	1° 39' 29.607" E	397	52° 46' 30.476" N	2° 26' 1.280" E
130	52° 47' 32.673" N	1° 39' 27.652" E	398	52° 46' 29.257" N	2° 26' 1.347" E
131	52° 47' 32.844" N	1° 39' 25.702" E	399	52° 46' 28.043" N	2° 26' 1.540" E
132	52° 47'	1° 39'	400	52° 46'	2° 26' 1.859"

	33.028" N	23.714" E		26.839" N	E
133	52° 47' 33.217" N	1° 39' 21.768" E	401	52° 46' 25.650" N	2° 26' 2.301" E
134	52° 47' 33.425" N	1° 39' 19.828" E	402	52° 46' 24.480" N	2° 26' 2.866" E
135	52° 47' 33.652" N	1° 39' 17.893" E	403	52° 46' 23.333" N	2° 26' 3.551" E
136	52° 47' 33.896" N	1° 39' 15.964" E	404	52° 46' 22.215" N	2° 26' 4.353" E
137	52° 47' 34.155" N	1° 39' 13.999" E	405	52° 46' 21.130" N	2° 26' 5.269" E
138	52° 47' 34.419" N	1° 39' 12.073" E	406	52° 46' 20.230" N	2° 26' 6.150" E
139	52° 47' 34.701" N	1° 39' 10.153" E	407	52° 46' 20.081" N	2° 26' 6.296" E
140	52° 47' 35.001" N	1° 39' 8.241" E	408	52° 46' 19.074" N	2° 26' 7.430" E
141	52° 47' 35.320" N	1° 39' 6.337" E	409	52° 46' 18.112" N	2° 26' 8.665" E
142	52° 47' 35.827" N	1° 39' 3.397" E	410	52° 46' 17.199" N	2° 26' 9.998" E
143	52° 47' 36.193" N	1° 39' 1.398" E	411	52° 46' 16.338" N	2° 26' 11.422" E
144	52° 47' 36.599" N	1° 38' 59.313" E	412	52° 46' 15.534" N	2° 26' 12.933" E
145	52° 47' 37.000" N	1° 38' 57.371" E	413	52° 46' 14.788" N	2° 26' 14.524" E
146	52° 47' 37.497" N	1° 38' 55.056" E	414	52° 46' 14.105" N	2° 26' 16.189" E
147	52° 47' 37.906" N	1° 38' 53.193" E	415	52° 46' 13.486" N	2° 26' 17.921" E
148	52° 47' 38.332" N	1° 38' 51.340" E	416	52° 46' 12.935" N	2° 26' 19.714" E
149	52° 47' 38.777" N	1° 38' 49.499" E	417	52° 46' 12.453" N	2° 26' 21.561" E
150	52° 47' 39.239" N	1° 38' 47.670" E	418	52° 46' 12.042" N	2° 26' 23.454" E
151	52° 48' 59.902" N	1° 33' 32.091" E	419	52° 46' 11.704" N	2° 26' 25.386" E
152	52° 49' 1.602" N	1° 33' 25.973" E	420	52° 46' 11.440" N	2° 26' 27.349" E
153	52° 49' 2.819" N	1° 33' 19.121" E	421	52° 46' 11.252" N	2° 26' 29.335" E
154	52° 49' 3.674" N	1° 33' 13.073" E	422	52° 46' 11.139" N	2° 26' 31.337" E
155	52° 49' 3.797" N	1° 33' 6.096" E	423	52° 46' 11.103" N	2° 26' 33.346" E
156	52° 49' 2.898" N	1° 32' 57.549" E	424	52° 46' 11.144" N	2° 26' 35.356" E
157	52° 49' 4.139" N	1° 32' 54.271" E	425	52° 46' 11.261" N	2° 26' 37.357" E

158	52° 49' 4.845" N	1° 32' 52.212" E	426	52° 46' 11.399" N	2° 26' 38.780" E
159	52° 49' 5.188" N	1° 32' 51.467" E	427	52° 46' 11.399" N	2° 26' 38.781" E
160	52° 49' 6.147" N	1° 32' 49.575" E	428	52° 46' 11.399" N	2° 26' 38.782" E
161	52° 49' 7.035" N	1° 32' 47.473" E	429	52° 47' 4.976" N	2° 33' 42.433" E
162	52° 49' 7.208" N	1° 32' 46.999" E	430	52° 47' 5.398" N	2° 33' 45.780" E
163	52° 49' 8.015" N	1° 32' 44.486" E	431	52° 47' 6.051" N	2° 33' 50.967" E
164	52° 49' 8.663" N	1° 32' 42.319" E	432	52° 47' 6.366" N	2° 33' 53.472" E
165	52° 49' 8.910" N	1° 32' 41.417" E	433	52° 47' 6.366" N	2° 33' 53.472" E
166	52° 49' 9.102" N	1° 32' 41.019" E	434	52° 47' 6.366" N	2° 33' 53.473" E
167	52° 49' 9.635" N	1° 32' 40.648" E	435	52° 47' 6.675" N	2° 33' 55.224" E
168	52° 49' 9.807" N	1° 32' 40.345" E	436	52° 47' 7.088" N	2° 33' 57.116" E
169	52° 49' 9.768" N	1° 32' 39.737" E	437	52° 47' 7.573" N	2° 33' 58.962" E
170	52° 49' 9.855" N	1° 32' 38.941" E	438	52° 47' 8.126" N	2° 34' 0.754" E
171	52° 49' 10.086" N	1° 32' 38.247" E	439	52° 47' 8.747" N	2° 34' 2.485" E
172	52° 49' 10.218" N	1° 32' 37.939" E	440	52° 47' 9.433" N	2° 34' 4.148" E
173	52° 49' 10.691" N	1° 32' 36.993" E	441	52° 47' 10.180" N	2° 34' 5.737" E
174	52° 49' 11.553" N	1° 32' 35.417" E	442	52° 47' 10.987" N	2° 34' 7.246" E
175	52° 49' 12.200" N	1° 32' 33.887" E	443	52° 47' 11.849" N	2° 34' 8.668" E
176	52° 49' 12.742" N	1° 32' 32.736" E	444	52° 47' 12.764" N	2° 34' 9.998" E
177	52° 49' 13.080" N	1° 32' 31.922" E	445	52° 47' 13.727" N	2° 34' 11.230" E
178	52° 49' 13.507" N	1° 32' 31.040" E	446	52° 47' 14.736" N	2° 34' 12.361" E
179	52° 49' 14.325" N	1° 32' 29.767" E	447	52° 47' 15.785" N	2° 34' 13.384" E
180	52° 49' 14.340" N	1° 32' 29.796" E	448	52° 47' 16.872" N	2° 34' 14.297" E
181	52° 49' 15.178" N	1° 32' 31.478" E	449	52° 47' 17.991" N	2° 34' 15.096" E
182	52° 49' 15.638" N	1° 32' 32.401" E	450	52° 47' 19.138" N	2° 34' 15.777" E
183	52° 49'	1° 33'	451	52° 47'	2° 34'

	45.178" N	31.705" E		20.309" N	16.338" E
184	52° 49'	1° 33'	452	52° 47'	2° 34'
	45.944" N	33.513" E		21.499" N	16.777" E
185	52° 49'	1° 33'	453	52° 47'	2° 34'
	46.772" N	35.540" E		22.704" N	17.091" E
186	52° 49'	1° 33'	454	52° 47'	2° 34'
	47.579" N	37.591" E		23.918" N	17.280" E
187	52° 49'	1° 33'	455	52° 47'	2° 34'
	48.363" N	39.664" E		25.496" N	17.365" E
188	52° 49'	1° 33'	456	52° 48'	2° 26'
	49.126" N	41.760" E		2.953" N	36.184" E
189	52° 49'	1° 33'	457	52° 48'	2° 26'
	49.866" N	43.878" E		2.518" N	33.730" E
190	52° 49'	1° 33'	458	52° 48'	2° 26'
	50.585" N	46.016" E		1.985" N	31.328" E
191	52° 49'	1° 33'	459	52° 48'	2° 26'
	51.280" N	48.175" E		1.357" N	28.991" E
192	52° 49'	1° 33'	460	52° 48'	2° 26'
	51.952" N	50.354" E		1.009" N	27.849" E
193	52° 49'	1° 33'	461	52° 48'	2° 26'
	52.602" N	52.551" E		0.243" N	25.626" E
194	52° 49'	1° 33'	462	52° 47'	2° 26'
	53.228" N	54.767" E		59.827" N	24.547" E
195	52° 49'	1° 33'	463	52° 47'	2° 26'
	53.831" N	57.000" E		58.931" N	22.461" E
196	52° 49'	1° 33'	464	52° 47'	2° 26'
	54.410" N	59.251" E		57.954" N	20.477" E
197	52° 49'	1° 34' 1.518"	465	52° 47'	2° 26'
	54.965" N	E		57.436" N	19.526" E
198	52° 49'	1° 34' 3.800"	466	52° 47'	2° 26'
	55.496" N	E		56.343" N	17.712" E
199	52° 49'	1° 34' 6.098"	467	52° 47'	2° 26'
	56.003" N	E		55.181" N	16.022" E
200	52° 49'	1° 34' 8.409"	468	52° 47'	2° 26'
	56.486" N	E		53.953" N	14.462" E
210	52° 49'	1° 34'	469	52° 47'	2° 26'
	56.944" N	10.735" E		53.316" N	13.734" E
202	52° 49'	1° 34'	470	52° 47'	2° 26'
	57.378" N	13.073" E		52.000" N	12.384" E
203	52° 49'	1° 34'	471	52° 47'	2° 26'
	57.786" N	15.423" E		51.322" N	11.763" E
204	52° 49'	1° 34'	472	52° 47'	2° 26'
	58.171" N	17.784" E		49.931" N	10.635" E
205	52° 49'	1° 34'	473	52° 47'	2° 26' 9.662"
	58.530" N	20.157" E		48.498" N	E
206	52° 49'	1° 34'	474	52° 47'	2° 26' 8.847"
	58.864" N	22.539" E		47.030" N	E
207	52° 49'	1° 34'	475	52° 47'	2° 26' 8.195"
	59.173" N	24.930" E		45.531" N	E
208	52° 49'	1° 34'	476	52° 47'	2° 26' 7.739"
	59.456" N	27.330" E		44.124" N	E

209	52° 49' 59.714" N	1° 34' 29.738" E	477	52° 47' 42.819" N	2° 26' 7.446" E
210	52° 49' 59.947" N	1° 34' 32.153" E	478	52° 47' 42.518" N	2° 26' 7.422" E
211	52° 50' 0.154" N	1° 34' 34.574" E	479	52° 47' 40.198" N	2° 26' 6.759" E
212	52° 50' 0.336" N	1° 34' 37.001" E	480	52° 47' 32.505" N	2° 26' 6.180" E
213	52° 50' 0.492" N	1° 34' 39.433" E	481	52° 50' 2.151" N	2° 35' 9.316" E
214	52° 50' 0.623" N	1° 34' 41.869" E	482	52° 47' 39.858" N	2° 35' 10.667" E
215	52° 50' 0.727" N	1° 34' 44.308" E	483	52° 47' 38.680" N	2° 35' 10.728" E
216	52° 50' 0.806" N	1° 34' 46.750" E	484	52° 47' 37.466" N	2° 35' 10.917" E
217	52° 50' 0.859" N	1° 34' 49.193" E	485	52° 47' 36.261" N	2° 35' 11.231" E
218	52° 50' 0.887" N	1° 34' 51.638" E	486	52° 47' 35.071" N	2° 35' 11.670" E
219	52° 50' 0.888" N	1° 34' 54.083" E	487	52° 47' 33.900" N	2° 35' 12.231" E
220	52° 50' 0.864" N	1° 34' 56.528" E	488	52° 47' 32.753" N	2° 35' 12.912" E
221	52° 50' 0.814" N	1° 34' 58.972" E	489	52° 47' 31.634" N	2° 35' 13.711" E
222	52° 50' 0.739" N	1° 35' 1.414" E	490	52° 47' 30.547" N	2° 35' 14.623" E
223	52° 50' 0.637" N	1° 35' 3.854" E	491	52° 47' 29.498" N	2° 35' 15.647" E
224	52° 50' 0.510" N	1° 35' 6.290" E	492	52° 47' 28.489" N	2° 35' 16.777" E
225	52° 50' 0.357" N	1° 35' 8.722" E	493	52° 47' 27.525" N	2° 35' 18.010" E
226	52° 50' 0.178" N	1° 35' 11.150" E	494	52° 47' 26.611" N	2° 35' 19.340" E
227	52° 49' 59.974" N	1° 35' 13.572" E	495	52° 47' 25.748" N	2° 35' 20.762" E
228	52° 49' 59.745" N	1° 35' 15.987" E	496	52° 47' 24.942" N	2° 35' 22.271" E
229	52° 49' 59.490" N	1° 35' 18.396" E	497	52° 47' 24.194" N	2° 35' 23.860" E
230	52° 49' 59.209" N	1° 35' 20.797" E	498	52° 47' 23.509" N	2° 35' 25.523" E
231	52° 49' 58.903" N	1° 35' 23.190" E	499	52° 47' 22.888" N	2° 35' 27.254" E
232	52° 49' 58.573" N	1° 35' 25.573" E	500	52° 47' 22.334" N	2° 35' 29.046" E
233	52° 49' 58.217" N	1° 35' 27.947" E	501	52° 47' 21.849" N	2° 35' 30.892" E
234	52° 49'	1° 35'	502	52° 47'	2° 35'

	57.836" N	30.310" E		21.436" N	32.784" E
235	52° 49'	1° 35'	503	52° 47'	2° 35'
	57.430" N	32.661" E		21.096" N	34.716" E
236	52° 49'	1° 35'	504	52° 47'	2° 35'
	56.999" N	35.001" E		20.829" N	36.678" E
237	52° 49'	1° 35'	505	52° 47'	2° 35'
	56.544" N	37.328" E		20.638" N	38.665" E
238	52° 49'	1° 35'	506	52° 47'	2° 35'
	56.064" N	39.641" E		20.523" N	40.667" E
239	52° 49'	1° 35'	507	52° 47'	2° 35'
	55.560" N	41.940" E		20.485" N	42.678" E
240	52° 49'	1° 35'	508	52° 47'	2° 35'
	55.032" N	44.225" E		20.523" N	44.688" E
241	52° 49'	1° 35'	509	52° 47'	2° 35'
	54.480" N	46.494" E		20.637" N	46.691" E
242	52° 49'	1° 35'	510	52° 47'	2° 35'
	53.904" N	48.746" E		20.743" N	47.801" E
243	52° 49'	1° 35'	511	52° 47'	2° 35'
	53.304" N	50.982" E		20.744" N	47.806" E
244	52° 49'	1° 35'	512	52° 47'	2° 35'
	52.681" N	53.200" E		21.786" N	56.101" E
245	52° 49'	1° 35'	513	52° 48'	2° 43'
	52.034" N	55.400" E		20.763" N	47.964" E
246	52° 49'	1° 35'	514	52° 48'	2° 43'
	51.868" N	55.943" E		21.026" N	49.928" E
247	52° 48'	1° 39'	515	52° 48'	2° 43'
	40.863" N	22.453" E		21.364" N	51.862" E
248	52° 48'	1° 39'	516	52° 48'	2° 43'
	40.702" N	22.924" E		21.774" N	53.756" E
249	52° 48'	1° 39'	517	52° 48'	2° 43'
	40.367" N	23.994" E		22.256" N	55.605" E
250	52° 48'	1° 39'	518	52° 48'	2° 43'
	40.234" N	24.393" E		22.808" N	57.400" E
251	52° 48'	1° 39'	519	52° 48'	2° 43'
	40.107" N	24.797" E		23.426" N	59.134" E
252	52° 48'	1° 39'	520	52° 48'	2° 44' 0.800"
	39.560" N	26.596" E		24.109" N	E
253	52° 48'	1° 39'	521	52° 48'	2° 44' 2.393"
	39.405" N	27.124" E		24.854" N	E
254	52° 48'	1° 39'	522	52° 48'	2° 44' 3.905"
	39.261" N	27.661" E		25.659" N	E
255	52° 48'	1° 39'	523	52° 48'	2° 44' 5.331"
	38.783" N	29.512" E		26.519" N	E
256	52° 48'	1° 39'	524	52° 48'	2° 44' 6.665"
	38.649" N	30.055" E		27.432" N	E
257	52° 48'	1° 39'	525	52° 48'	2° 44' 7.902"
	38.525" N	30.606" E		28.394" N	E
258	52° 48'	1° 39'	526	52° 48'	2° 44' 9.037"
	38.044" N	32.861" E		29.401" N	E
259	52° 48'	1° 39'	527	52° 48'	2° 44'
	37.927" N	33.484" E		30.449" N	10.065" E



260	52° 48' 37.569" N	1° 39' 35.557" E	528	52° 48' 31.534" N	2° 44' 10.983" E
261	52° 48' 37.477" N	1° 39' 36.124" E	529	52° 48' 32.652" N	2° 44' 11.786" E
262	52° 48' 37.396" N	1° 39' 36.696" E	530	52° 48' 33.799" N	2° 44' 12.472" E
263	52° 48' 37.137" N	1° 39' 38.662" E	531	52° 48' 34.969" N	2° 44' 13.037" E
264	52° 48' 37.067" N	1° 39' 39.237" E	532	52° 48' 36.158" N	2° 44' 13.481" E
265	52° 48' 37.008" N	1° 39' 39.816" E	533	52° 48' 37.362" N	2° 44' 13.800" E
266	52° 48' 36.824" N	1° 39' 41.805" E	534	52° 48' 38.576" N	2° 44' 13.994" E
267	52° 48' 36.776" N	1° 39' 42.387" E	535	52° 48' 39.226" N	2° 44' 14.030" E
268	52° 48' 36.739" N	1° 39' 42.971" E	536	52° 51' 27.631" N	2° 44' 14.043" E

### PART 3

#### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to 11,475,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU213, HU214, HU215 and HU216 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 9,000,000 m<sup>3</sup> for cable (including fibre optic cable) installation;
  - (ii) 75,000 m<sup>3</sup> for the offshore electrical platforms;
  - (iii) 1,900,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the Order limits excluding the Haisborough, Hammond and Winterton Special Area of Conservation; and
  - (iv) 500,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the part of the Haisborough, Hammond and Winterton Special Area of Conservation that falls within the Order limits;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to 14,137 m<sup>3</sup>.

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of—

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

(3) *Work No. 3 (phase 1)* – a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings.

(4) *Work No. 4A (phase 1)* – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MHWS including one or more offshore cable crossings.

(5) *Work No. 4B (phase 1)* – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk.

(6) In connection with Work Nos. 2, 3, 4A and 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(7) In connection with Work Nos. 2, 3, 4A and 4B, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### Design parameters

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

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

- (a) more than 18 driven piles; or
- (b) a pile diameter which is more than five metres.

2. In relation to the offshore electrical platform(s), the foundations must not have a combined seabed footprint area (excluding scour protection) of greater than 15,000m<sup>2</sup>. The total length of the cables and the area and volume of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 3 (Interconnector link)	150 kilometres	76,000m <sup>2</sup> 38,000 m <sup>3</sup>
Work No. 4A and 4B (export cable)	400 kilometres	102,086m <sup>2</sup> 59,836 m <sup>3</sup>

#### Phasing of the authorised scheme

3.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 2 (transmission)—

- (a) the total number of offshore electrical platforms forming part of the authorised scheme must not exceed two;
- (b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m<sup>2</sup> and 100,000 m<sup>3</sup>; and
- (c) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 11,475,000 m<sup>3</sup>;
- (d) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 14,137m<sup>3</sup>;
- (e) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 2 of this licence; and
- (f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 32,000m<sup>2</sup> and the total volume of cable protection must not exceed 20,800m<sup>3</sup>.

(2) Prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—

- (a) whether the authorised scheme will be constructed—
  - (i) in a single offshore phase under this licence; or
  - (ii) in two offshore phases under this licence and licence 2 (transmission); and
- (b) where the authorised scheme will be constructed in two offshore phases, the total number of offshore electrical platforms to be constructed in each phase.

#### **Notifications and inspections**

4.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 12; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 12; and
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;

and confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 2 and the expected vessel routes from the construction ports to the relevant location. A second notice to mariners must be issued advising of the start date of Work Nos. 3, 4A and 4B and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### **Aids to navigation**

5.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 9(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon

as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(11) and condition 4(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

#### **Colouring of structures**

6.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

#### **Chemicals, drilling and debris**

7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(a) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU213, HU214, HU215 and HU216 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must undertake the survey agreed under condition 9(1)(h)(iii) following the swath-bathymetry survey referred to in condition 15(2)(b). Should any such obstructions resulting from burial of Work No. 4A or 4B (export cables and fibre optic cables) be identified which, in the reasonable opinion of the MMO, may be considered to interfere with fishing, the undertaker must take such steps to remove them as the MMO in its reasonable opinion may require.

(9) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

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(a) S.I. 2002/1355.

(10) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(11) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### **Force majeure**

8.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits, because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

#### **Pre-construction plans and documentation**

9.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all offshore electrical platforms;
  - (ii) the height, length and width of all offshore electrical platforms;
  - (iii) the length and arrangement of all cables (including fibre optic cables) comprising Work Nos. 3, 4A and 4B;
  - (iv) the dimensions of all foundations;
  - (v) the proposed layout of all offshore electrical platforms including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (vi) a plan showing the indicative layout of all offshore electrical platforms including all exclusion zones (insofar as not shown in (v) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and
  - (vii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i);to ensure conformity with the description of Works No. 2, 3, 4A and 4B and compliance with conditions 1 to 3 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 12, 13, 14 and 15; and

- (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
    - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
    - (ii) soft start procedures with specified duration periods;
    - (iii) offshore electrical platform location and installation, including scour protection;
    - (iv) cable (including fibre optic cable) installation;
    - (v) contractors;
    - (vi) vessels, vessels maintenance and vessels transit corridors; and
    - (vii) associated and ancillary works.
  - (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
    - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
    - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
    - (iii) waste management and disposal arrangements;
    - (iv) the appointment and responsibilities of a fisheries liaison officer; and
    - (v) a fisheries liaison and co-existence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities.
  - (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
  - (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.

- (g) A cable specification, installation and monitoring plan, for the installation and protection of cables outside of the Haisborough, Hammond and Winterton Special Area of Conservation, to include—
  - (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection measures;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 4A and 4B (export cables and fibre optic cables), following the survey referred to in condition 15(2)(b) to assess any seabed obstructions resulting from burial of the export cables and fibre optic cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, North Norfolk District Council) to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 13(2)(a) and in accordance with the offshore in principle monitoring plan.
- (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.



- (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 5 for the lifetime of the authorised scheme.
- (l) In the event that piled foundations are proposed to be used, a site integrity plan which accords with the principles set out in the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000 KJ.

**10.**—(1) Any archaeological reports produced in accordance with condition 9(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body (and, if relevant, North Norfolk District Council).

(2) The design plan required by condition 9(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 9 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

#### **Post-construction plans and documents**

**11.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and UKHO.

#### **Reporting of engaged agents, contractors and vessels**

**12.**—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.
- (2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

#### **Pre-construction monitoring and surveys**

13.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
  - (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—
- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and
  - (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

#### **Construction monitoring**

14.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with Natural England, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease

until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) In the event that piled foundations are proposed to be used, details submitted in accordance with the in principle monitoring plan must include proposals for monitoring marine mammals.

#### **Post construction**

15.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected; and
- (c) or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 9(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### **Reporting of impact pile driving**

16.—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the 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 of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

#### **Reporting of scour and cable protection**

17.—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

#### **Restriction on cable installation construction works**

18. During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.

## **SCHEDULE 12**

Article 32

### **Deemed Licence under the 2009 Act – Transmission Assets (Licence 2 – Phase 2)**

#### **PART 1**

##### **Interpretation**

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

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

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

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work Nos. 2, 3, 4A, and 4B described in Part 3 of this licence or any part of that work;

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(a) S.I. 2017/1013.

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

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

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

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

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

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

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

“HAT” means highest astronomical tide;

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

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

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 1 (transmission)” means the licence set out in Schedule 11 (deemed licence under the 2009 Act – transmission assets (licence 1 – phase 1));

“licensed activities” means the activities specified in Part 3 of this licence;

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

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

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

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

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

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

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

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022;

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

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

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

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

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

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

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

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

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

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

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

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

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

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil

vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“Work No. 4C” means the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts from MHWS at Happisburgh South, North Norfolk; and

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

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

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (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 points of contact with the organisations listed below and the addresses for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London EC3N  
4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN

Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

(h) Historic England

Cannon Bridge

House 25

Dowgate Hill

London

EC4R 2YA

Tel: 020 7973 3700

## PART 2

### Licensed Marine Activities – General

**1.** This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

**2.** The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

**3.** With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved



details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

5. The substances or articles authorised for deposit at sea are—

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

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	269	52° 48' 36.617" N	1° 39' 45.198" E
2	52° 49' 53.975" N	3° 5' 22.789" E	270	52° 48' 36.608" N	1° 39' 45.442" E
3	52° 46' 19.050" N	3° 2' 16.682" E	271	52° 48' 36.111" N	1° 39' 58.227" E
4	52° 45' 10.584" N	2° 45' 33.989" E	272	52° 47' 53.162" N	1° 57' 17.842" E
5	52° 51' 41.636" N	2° 45' 34.220" E	273	52° 47' 51.688" N	1° 57' 48.405" E
6	53° 2' 36.817" N	2° 34' 16.309" E	274	52° 47' 50.436" N	1° 58' 0.642" E
7	52° 49' 38.834" N	2° 34' 15.809" E	275	52° 47' 48.214" N	1° 58' 12.320" E
8	52° 48' 47.472" N	2° 33' 28.343" E	276	52° 47' 42.495" N	1° 58' 33.820" E
9	52° 48' 3.133" N	2° 26' 37.427" E	277	52° 47' 36.793" N	1° 58' 49.157" E
10	52° 56' 9.089" N	2° 18' 33.231" E	278	52° 47' 27.713" N	1° 59' 7.719" E
11	52° 45' 11.467" N	2° 45' 30.454" E	279	52° 47' 19.963" N	1° 59' 19.409" E
12	52° 45' 11.943" N	2° 45' 28.711" E	280	52° 47' 10.581" N	1° 59' 30.409" E
13	52° 45' 12.967" N	2° 45' 25.281" E	281	52° 45' 3.401" N	2° 1' 51.874" E
14	52° 45' 14.081" N	2° 45' 21.928" E	282	52° 45' 3.127" N	2° 1' 52.189" E
15	52° 45' 15.285" N	2° 45' 18.661" E	283	52° 45' 2.287" N	2° 1' 53.183" E

16	52° 45' 15.920" N	2° 45' 17.061" E	284	52° 45' 1.635" N	2° 1' 53.925" E
17	52° 45' 17.254" N	2° 45' 13.933" E	285	52° 45' 1.351" N	2° 1' 54.277" E
18	52° 45' 17.952" N	2° 45' 12.407" E	286	52° 45' 0.388" N	2° 1' 55.510" E
19	52° 45' 19.409" N	2° 45' 9.432" E	287	52° 45' 0.110" N	2° 1' 55.877" E
20	52° 45' 20.533" N	2° 45' 7.335" E	288	52° 44' 59.840" N	2° 1' 56.258" E
21	52° 45' 20.944" N	2° 45' 6.567" E	289	52° 44' 58.926" N	2° 1' 57.587" E
22	52° 45' 21.741" N	2° 45' 5.178" E	290	52° 44' 58.663" N	2° 1' 57.982" E
23	52° 45' 23.389" N	2° 45' 2.488" E	291	52° 44' 58.407" N	2° 1' 58.390" E
24	52° 45' 24.240" N	2° 45' 1.188" E	292	52° 44' 57.545" N	2° 1' 59.812" E
25	52° 45' 25.993" N	2° 44' 58.685" E	293	52° 44' 57.298" N	2° 2' 0.233" E
26	52° 45' 27.812" N	2° 44' 56.313" E	294	52° 44' 57.059" N	2° 2' 0.667" E
27	52° 45' 29.693" N	2° 44' 54.076" E	295	52° 44' 56.253" N	2° 2' 2.175" E
28	52° 45' 31.632" N	2° 44' 51.980" E	296	52° 44' 56.022" N	2° 2' 2.621" E
29	52° 45' 32.623" N	2° 44' 50.985" E	297	52° 44' 55.800" N	2° 2' 3.078" E
30	52° 45' 33.626" N	2° 44' 50.027" E	298	52° 44' 55.053" N	2° 2' 4.667" E
31	52° 45' 35.671" N	2° 44' 48.223" E	299	52° 44' 54.839" N	2° 2' 5.136" E
32	52° 45' 37.763" N	2° 44' 46.570" E	300	52° 44' 54.635" N	2° 2' 5.615" E
33	52° 45' 39.897" N	2° 44' 45.071" E	301	52° 44' 53.950" N	2° 2' 7.278" E
34	52° 45' 42.069" N	2° 44' 43.731" E	302	52° 44' 53.755" N	2° 2' 7.768" E
3	52° 45' 43.168" N	2° 44' 43.121" E	303	52° 44' 53.569" N	2° 2' 8.268" E
36	52° 45' 44.275" N	2° 44' 42.551" E	304	52° 44' 52.949" N	2° 2' 9.998" E
37	52° 45' 46.511" N	2° 44' 41.534" E	305	52° 44' 52.773" N	2° 2' 10.507" E
38	52° 45' 47.638" N	2° 44' 41.087" E	306	52° 44' 52.607" N	2° 2' 11.025" E
39	52° 45' 48.833" N	2° 44' 40.681" E	307	52° 44' 52.053" N	2° 2' 12.816" E
40	52° 46' 9.781" N	2° 44' 40.687" E	308	52° 44' 51.897" N	2° 2' 13.343" E
41	52° 46'	2° 44'	309	52° 44'	2° 2' 13.877" E

	46.724" N	40.696" E		51.751" N	E
42	52° 46' 48.173" N	2° 44' 40.696" E	310	52° 44' 51.267" N	2° 2' 15.722" E
43	52° 46' 52.974" N	2° 44' 40.698" E	311	52° 44' 51.131" N	2° 2' 16.263" E
44	52° 46' 55.152" N	2° 44' 40.698" E	312	52° 44' 51.006" N	2° 2' 16.812" E
45	52° 46' 57.976" N	2° 44' 40.699" E	313	52° 44' 50.593" N	2° 2' 18.703" E
46	52° 47' 0.395" N	2° 44' 40.053" E	314	52° 44' 50.478" N	2° 2' 19.257" E
47	52° 47' 1.558" N	2° 44' 39.624" E	315	52° 44' 50.373" N	2° 2' 19.818" E
48	52° 47' 1.970" N	2° 44' 39.479" E	316	52° 44' 50.034" N	2° 2' 21.747" E
49	52° 47' 2.003" N	2° 44' 39.463" E	317	52° 44' 49.940" N	2° 2' 22.313" E
50	52° 47' 3.144" N	2° 44' 38.936" E	318	52° 44' 49.857" N	2° 2' 22.883" E
51	52° 47' 4.295" N	2° 44' 38.272" E	319	52° 44' 49.592" N	2° 2' 24.844" E
52	52° 47' 4.681" N	2° 44' 38.004" E	320	52° 44' 49.520" N	2° 2' 25.418" E
53	52° 47' 4.998" N	2° 44' 37.816" E	321	52° 44' 49.459" N	2° 2' 25.996" E
54	52° 47' 5.524" N	2° 44' 37.450" E	322	52° 44' 49.268" N	2° 2' 27.980" E
55	52° 47' 6.616" N	2° 44' 36.554" E	323	52° 44' 49.218" N	2° 2' 28.561" E
56	52° 47' 7.671" N	2° 44' 35.546" E	324	52° 44' 49.179" N	2° 2' 29.143" E
57	52° 47' 8.686" N	2° 44' 34.431" E	325	52° 44' 49.065" N	2° 2' 31.144" E
58	52° 47' 9.657" N	2° 44' 33.214" E	326	52° 44' 49.037" N	2° 2' 31.728" E
59	52° 47' 10.579" N	2° 44' 31.898" E	327	52° 44' 49.021" N	2° 2' 32.314" E
60	52° 47' 11.449" N	2° 44' 30.489" E	328	52° 44' 48.989" N	2° 2' 34.021" E
61	52° 47' 12.264" N	2° 44' 28.993" E	329	52° 44' 48.983" N	2° 2' 34.638" E
62	52° 47' 13.021" N	2° 44' 27.415" E	330	52° 44' 49.220" N	2° 15' 49.970" E
63	52° 47' 13.715" N	2° 44' 25.762" E	331	52° 44' 49.236" N	2° 15' 51.345" E
64	52° 47' 14.346" N	2° 44' 24.040" E	332	52° 44' 49.268" N	2° 15' 53.169" E
65	52° 47' 14.910" N	2° 44' 22.257" E	333	52° 44' 49.284" N	2° 15' 53.754" E
66	52° 47' 15.404" N	2° 44' 20.418" E	334	52° 44' 49.311" N	2° 15' 54.339" E

67	52° 47' 15.784" N	2° 44' 18.728" E	335	52° 44' 49.422" N	2° 15' 56.340" E
68	52° 47' 15.918" N	2° 44' 18.041" E	336	52° 44' 49.460" N	2° 15' 56.922" E
69	52° 47' 16.179" N	2° 44' 16.606" E	337	52° 44' 49.509" N	2° 15' 57.503" E
70	52° 47' 16.456" N	2° 44' 14.647" E	338	52° 44' 49.680" N	2° 15' 59.308" E
71	52° 47' 16.520" N	2° 44' 14.023" E	339	52° 44' 49.731" N	2° 15' 59.809" E
72	52° 47' 16.658" N	2° 44' 12.664" E	340	52° 44' 49.791" N	2° 16' 0.309" E
73	52° 47' 16.784" N	2° 44' 10.663" E	341	52° 44' 51.112" N	2° 16' 10.573" E
74	52° 47' 16.834" N	2° 44' 8.653" E	342	52° 44' 51.112" N	2° 16' 10.573" E
75	52° 47' 16.807" N	2° 44' 6.642" E	343	52° 45' 49.555" N	2° 23' 47.080" E
76	52° 47' 16.703" N	2° 44' 4.638" E	344	52° 45' 49.556" N	2° 23' 47.093" E
77	52° 47' 16.559" N	2° 44' 3.046" E	345	52° 45' 49.762" N	2° 23' 48.593" E
78	52° 47' 15.589" N	2° 43' 55.247" E	346	52° 45' 50.105" N	2° 23' 50.522" E
79	52° 47' 14.341" N	2° 43' 45.216" E	347	52° 45' 50.521" N	2° 23' 52.412" E
80	52° 47' 13.615" N	2° 43' 39.381" E	348	52° 45' 51.008" N	2° 23' 54.255" E
81	52° 47' 13.538" N	2° 43' 38.765" E	349	52° 45' 51.565" N	2° 23' 56.044" E
82	52° 43' 46.039" N	2° 16' 19.075" E	350	52° 45' 52.188" N	2° 23' 57.772" E
83	52° 43' 45.182" N	2° 16' 10.004" E	351	52° 45' 52.876" N	2° 23' 59.431" E
84	52° 43' 44.634" N	2° 16' 0.162" E	352	52° 45' 53.626" N	2° 24' 1.017" E
85	52° 43' 44.531" N	2° 15' 54.221" E	353	52° 45' 54.434" N	2° 24' 2.521" E
86	52° 43' 44.490" N	2° 15' 51.462" E	354	52° 45' 55.299" N	2° 24' 3.939" E
87	52° 43' 44.512" N	2° 7' 23.550" E	355	52° 45' 56.215" N	2° 24' 5.265" E
88	52° 42' 44.166" N	2° 3' 14.512" E	356	52° 45' 57.180" N	2° 24' 6.493" E
89	52° 42' 43.152" N	2° 3' 9.802" E	357	52° 45' 58.191" N	2° 24' 7.619" E
90	52° 42' 42.369" N	2° 3' 4.946" E	358	52° 45' 59.242" N	2° 24' 8.639" E
91	52° 42' 31.534" N	2° 1' 44.644" E	359	52° 46' 0.330" N	2° 24' 9.547" E
92	52° 42'	2° 1' 40.338" E	360	52° 46'	2° 24'

	31.056" N	E		1.450" N	10.341" E
93	52° 42' 30.948" N	2° 1' 39.044" E	361	52° 46' 2.598" N	2° 24' 11.017" E
94	52° 42' 30.701" N	2° 1' 34.686" E	362	52° 46' 3.770" N	2° 24' 11.573" E
95	52° 42' 30.654" N	2° 1' 30.309" E	363	52° 46' 4.960" N	2° 24' 12.007" E
96	52° 42' 30.675" N	2° 1' 29.003" E	364	52° 46' 6.165" N	2° 24' 12.317" E
97	52° 42' 30.833" N	2° 1' 25.173" E	365	52° 46' 7.380" N	2° 24' 12.501" E
98	52° 42' 33.173" N	2° 0' 49.768" E	366	52° 46' 8.022" N	2° 24' 12.532" E
99	52° 42' 34.216" N	2° 0' 40.941" E	367	52° 46' 9.762" N	2° 24' 12.670" E
100	52° 42' 34.439" N	2° 0' 39.649" E	368	52° 50' 9.656" N	2° 24' 31.707" E
101	52° 42' 35.302" N	2° 0' 35.379" E	369	52° 51' 3.549" N	2° 34' 15.864" E
102	52° 42' 41.649" N	2° 0' 7.655" E	370	52° 51' 3.486" N	2° 34' 19.188" E
103	52° 42' 43.788" N	2° 0' 0.073" E	371	52° 51' 3.295" N	2° 34' 22.530" E
104	52° 42' 44.149" N	1° 59' 59.016" E	372	52° 51' 2.978" N	2° 34' 25.846" E
105	52° 42' 45.445" N	1° 59' 55.557" E	373	52° 51' 2.535" N	2° 34' 29.122" E
106	52° 42' 55.437" N	1° 59' 30.877" E	374	52° 51' 1.968" N	2° 34' 32.346" E
107	52° 42' 55.855" N	1° 59' 29.924" E	375	52° 51' 1.280" N	2° 34' 35.504" E
108	52° 42' 58.378" N	1° 59' 24.593" E	376	52° 51' 0.473" N	2° 34' 38.585" E
109	52° 42' 58.842" N	1° 59' 23.685" E	377	52° 50' 59.551" N	2° 34' 41.577" E
110	52° 43' 0.673" N	1° 59' 20.588" E	378	52° 50' 58.516" N	2° 34' 44.466" E
111	52° 43' 2.861" N	1° 59' 17.394" E	379	52° 50' 57.374" N	2° 34' 47.243" E
112	52° 43' 17.859" N	1° 58' 57.179" E	380	52° 50' 56.129" N	2° 34' 49.896" E
113	52° 43' 19.625" N	1° 58' 54.953" E	381	52° 50' 54.785" N	2° 34' 52.414" E
114	52° 43' 21.284" N	1° 58' 53.106" E	382	52° 50' 53.348" N	2° 34' 54.787" E
115	52° 43' 21.796" N	1° 58' 52.576" E	383	52° 50' 51.823" N	2° 34' 57.007" E
116	52° 43' 23.547" N	1° 58' 50.895" E	384	52° 50' 50.218" N	2° 34' 59.065" E
117	52° 45' 46.103" N	1° 56' 43.184" E	385	52° 50' 48.537" N	2° 35' 0.952" E

118	52° 46' 2.160" N	1° 56' 27.260" E	386	52° 50' 46.788" N	2° 35' 2.661" E
119	52° 46' 3.532" N	1° 56' 26.078" E	387	52° 50' 44.977" N	2° 35' 4.185" E
120	52° 46' 17.577" N	1° 56' 12.146" E	388	52° 50' 43.112" N	2° 35' 5.518" E
121	52° 46' 37.038" N	1° 55' 33.566" E	389	52° 50' 41.200" N	2° 35' 6.655" E
122	52° 46' 51.513" N	1° 54' 38.977" E	390	52° 50' 39.248" N	2° 35' 7.591" E
123	52° 46' 58.151" N	1° 53' 21.115" E	391	52° 50' 37.265" N	2° 35' 8.323" E
124	52° 46' 59.490" N	1° 52' 52.341" E	392	52° 50' 33.492" N	2° 35' 9.272" E
125	52° 47' 32.039" N	1° 39' 38.159" E	393	52° 50' 32.920" N	2° 35' 9.346" E
126	52° 47' 32.129" N	1° 39' 36.152" E	394	52° 46' 31.498" N	2° 26' 1.301" E
127	52° 47' 32.273" N	1° 39' 33.526" E	395	52° 46' 31.407" N	2° 26' 1.294" E
128	52° 47' 32.388" N	1° 39' 31.565" E	396	52° 46' 31.505" N	2° 26' 1.330" E
129	52° 47' 32.521" N	1° 39' 29.607" E	397	52° 46' 30.476" N	2° 26' 1.280" E
130	52° 47' 32.673" N	1° 39' 27.652" E	398	52° 46' 29.257" N	2° 26' 1.347" E
131	52° 47' 32.844" N	1° 39' 25.702" E	399	52° 46' 28.043" N	2° 26' 1.540" E
132	52° 47' 33.028" N	1° 39' 23.714" E	400	52° 46' 26.839" N	2° 26' 1.859" E
133	52° 47' 33.217" N	1° 39' 21.768" E	401	52° 46' 25.650" N	2° 26' 2.301" E
134	52° 47' 33.425" N	1° 39' 19.828" E	402	52° 46' 24.480" N	2° 26' 2.866" E
135	52° 47' 33.652" N	1° 39' 17.893" E	403	52° 46' 23.333" N	2° 26' 3.551" E
136	52° 47' 33.896" N	1° 39' 15.964" E	404	52° 46' 22.215" N	2° 26' 4.353" E
137	52° 47' 34.155" N	1° 39' 13.999" E	405	52° 46' 21.130" N	2° 26' 5.269" E
138	52° 47' 34.419" N	1° 39' 12.073" E	406	52° 46' 20.230" N	2° 26' 6.150" E
139	52° 47' 34.701" N	1° 39' 10.153" E	407	52° 46' 20.081" N	2° 26' 6.296" E
140	52° 47' 35.001" N	1° 39' 8.241" E	408	52° 46' 19.074" N	2° 26' 7.430" E
141	52° 47' 35.320" N	1° 39' 6.337" E	409	52° 46' 18.112" N	2° 26' 8.665" E
142	52° 47' 35.827" N	1° 39' 3.397" E	410	52° 46' 17.199" N	2° 26' 9.998" E
143	52° 47'	1° 39' 1.398"	411	52° 46'	2° 26'

	36.193" N	E		16.338" N	11.422" E
144	52° 47' 36.599" N	1° 38' 59.313" E	412	52° 46' 15.534" N	2° 26' 12.933" E
145	52° 47' 37.000" N	1° 38' 57.371" E	413	52° 46' 14.788" N	2° 26' 14.524" E
146	52° 47' 37.497" N	1° 38' 55.056" E	414	52° 46' 14.105" N	2° 26' 16.189" E
147	52° 47' 37.906" N	1° 38' 53.193" E	415	52° 46' 13.486" N	2° 26' 17.921" E
148	52° 47' 38.332" N	1° 38' 51.340" E	416	52° 46' 12.935" N	2° 26' 19.714" E
149	52° 47' 38.777" N	1° 38' 49.499" E	417	52° 46' 12.453" N	2° 26' 21.561" E
150	52° 47' 39.239" N	1° 38' 47.670" E	418	52° 46' 12.042" N	2° 26' 23.454" E
151	52° 48' 59.902" N	1° 33' 32.091" E	419	52° 46' 11.704" N	2° 26' 25.386" E
152	52° 49' 1.602" N	1° 33' 25.973" E	420	52° 46' 11.440" N	2° 26' 27.349" E
153	52° 49' 2.819" N	1° 33' 19.121" E	421	52° 46' 11.252" N	2° 26' 29.335" E
154	52° 49' 3.674" N	1° 33' 13.073" E	422	52° 46' 11.139" N	2° 26' 31.337" E
155	52° 49' 3.797" N	1° 33' 6.096" E	423	52° 46' 11.103" N	2° 26' 33.346" E
156	52° 49' 2.898" N	1° 32' 57.549" E	424	52° 46' 11.144" N	2° 26' 35.356" E
157	52° 49' 4.139" N	1° 32' 54.271" E	425	52° 46' 11.261" N	2° 26' 37.357" E
158	52° 49' 4.845" N	1° 32' 52.212" E	426	52° 46' 11.399" N	2° 26' 38.780" E
159	52° 49' 5.188" N	1° 32' 51.467" E	427	52° 46' 11.399" N	2° 26' 38.781" E
160	52° 49' 6.147" N	1° 32' 49.575" E	428	52° 46' 11.399" N	2° 26' 38.782" E
161	52° 49' 7.035" N	1° 32' 47.473" E	429	52° 47' 4.976" N	2° 33' 42.433" E
162	52° 49' 7.208" N	1° 32' 46.999" E	430	52° 47' 5.398" N	2° 33' 45.780" E
163	52° 49' 8.015" N	1° 32' 44.486" E	431	52° 47' 6.051" N	2° 33' 50.967" E
164	52° 49' 8.663" N	1° 32' 42.319" E	432	52° 47' 6.366" N	2° 33' 53.472" E
165	52° 49' 8.910" N	1° 32' 41.417" E	433	52° 47' 6.366" N	2° 33' 53.472" E
166	52° 49' 9.102" N	1° 32' 41.019" E	434	52° 47' 6.366" N	2° 33' 53.473" E
167	52° 49' 9.635" N	1° 32' 40.648" E	435	52° 47' 6.675" N	2° 33' 55.224" E
168	52° 49' 9.807" N	1° 32' 40.345" E	436	52° 47' 7.088" N	2° 33' 57.116" E

169	52° 49' 9.768" N	1° 32' 39.737" E	437	52° 47' 7.573" N	2° 33' 58.962" E
170	52° 49' 9.855" N	1° 32' 38.941" E	438	52° 47' 8.126" N	2° 34' 0.754" E
171	52° 49' 10.086" N	1° 32' 38.247" E	439	52° 47' 8.747" N	2° 34' 2.485" E
172	52° 49' 10.218" N	1° 32' 37.939" E	440	52° 47' 9.433" N	2° 34' 4.148" E
173	52° 49' 10.691" N	1° 32' 36.993" E	441	52° 47' 10.180" N	2° 34' 5.737" E
174	52° 49' 11.553" N	1° 32' 35.417" E	442	52° 47' 10.987" N	2° 34' 7.246" E
175	52° 49' 12.200" N	1° 32' 33.887" E	443	52° 47' 11.849" N	2° 34' 8.668" E
176	52° 49' 12.742" N	1° 32' 32.736" E	444	52° 47' 12.764" N	2° 34' 9.998" E
177	52° 49' 13.080" N	1° 32' 31.922" E	445	52° 47' 13.727" N	2° 34' 11.230" E
178	52° 49' 13.507" N	1° 32' 31.040" E	446	52° 47' 14.736" N	2° 34' 12.361" E
179	52° 49' 14.325" N	1° 32' 29.767" E	447	52° 47' 15.785" N	2° 34' 13.384" E
180	52° 49' 14.340" N	1° 32' 29.796" E	448	52° 47' 16.872" N	2° 34' 14.297" E
181	52° 49' 15.178" N	1° 32' 31.478" E	449	52° 47' 17.991" N	2° 34' 15.096" E
182	52° 49' 15.638" N	1° 32' 32.401" E	450	52° 47' 19.138" N	2° 34' 15.777" E
183	52° 49' 45.178" N	1° 33' 31.705" E	451	52° 47' 20.309" N	2° 34' 16.338" E
184	52° 49' 45.944" N	1° 33' 33.513" E	452	52° 47' 21.499" N	2° 34' 16.777" E
185	52° 49' 46.772" N	1° 33' 35.540" E	453	52° 47' 22.704" N	2° 34' 17.091" E
186	52° 49' 47.579" N	1° 33' 37.591" E	454	52° 47' 23.918" N	2° 34' 17.280" E
187	52° 49' 48.363" N	1° 33' 39.664" E	455	52° 47' 25.496" N	2° 34' 17.365" E
188	52° 49' 49.126" N	1° 33' 41.760" E	456	52° 48' 2.953" N	2° 26' 36.184" E
189	52° 49' 49.866" N	1° 33' 43.878" E	457	52° 48' 2.518" N	2° 26' 33.730" E
190	52° 49' 50.585" N	1° 33' 46.016" E	458	52° 48' 1.985" N	2° 26' 31.328" E
191	52° 49' 51.280" N	1° 33' 48.175" E	459	52° 48' 1.357" N	2° 26' 28.991" E
192	52° 49' 51.952" N	1° 33' 50.354" E	460	52° 48' 1.009" N	2° 26' 27.849" E
193	52° 49' 52.602" N	1° 33' 52.551" E	461	52° 48' 0.243" N	2° 26' 25.626" E
194	52° 49'	1° 33'	462	52° 47'	2° 26'



	53.228" N	54.767" E		59.827" N	24.547" E
195	52° 49' 53.831" N	1° 33' 57.000" E	463	52° 47' 58.931" N	2° 26' 22.461" E
196	52° 49' 54.410" N	1° 33' 59.251" E	464	52° 47' 57.954" N	2° 26' 20.477" E
197	52° 49' 54.965" N	1° 34' 1.518" E	465	52° 47' 57.436" N	2° 26' 19.526" E
198	52° 49' 55.496" N	1° 34' 3.800" E	466	52° 47' 56.343" N	2° 26' 17.712" E
199	52° 49' 56.003" N	1° 34' 6.098" E	467	52° 47' 55.181" N	2° 26' 16.022" E
200	52° 49' 56.486" N	1° 34' 8.409" E	468	52° 47' 53.953" N	2° 26' 14.462" E
210	52° 49' 56.944" N	1° 34' 10.735" E	469	52° 47' 53.316" N	2° 26' 13.734" E
202	52° 49' 57.378" N	1° 34' 13.073" E	470	52° 47' 52.000" N	2° 26' 12.384" E
203	52° 49' 57.786" N	1° 34' 15.423" E	471	52° 47' 51.322" N	2° 26' 11.763" E
204	52° 49' 58.171" N	1° 34' 17.784" E	472	52° 47' 49.931" N	2° 26' 10.635" E
205	52° 49' 58.530" N	1° 34' 20.157" E	473	52° 47' 48.498" N	2° 26' 9.662" E
206	52° 49' 58.864" N	1° 34' 22.539" E	474	52° 47' 47.030" N	2° 26' 8.847" E
207	52° 49' 59.173" N	1° 34' 24.930" E	475	52° 47' 45.531" N	2° 26' 8.195" E
208	52° 49' 59.456" N	1° 34' 27.330" E	476	52° 47' 44.124" N	2° 26' 7.739" E
209	52° 49' 59.714" N	1° 34' 29.738" E	477	52° 47' 42.819" N	2° 26' 7.446" E
210	52° 49' 59.947" N	1° 34' 32.153" E	478	52° 47' 42.518" N	2° 26' 7.422" E
211	52° 50' 0.154" N	1° 34' 34.574" E	479	52° 47' 40.198" N	2° 26' 6.759" E
212	52° 50' 0.336" N	1° 34' 37.001" E	480	52° 47' 32.505" N	2° 26' 6.180" E
213	52° 50' 0.492" N	1° 34' 39.433" E	481	52° 50' 2.151" N	2° 35' 9.316" E
214	52° 50' 0.623" N	1° 34' 41.869" E	482	52° 47' 39.858" N	2° 35' 10.667" E
215	52° 50' 0.727" N	1° 34' 44.308" E	483	52° 47' 38.680" N	2° 35' 10.728" E
216	52° 50' 0.806" N	1° 34' 46.750" E	484	52° 47' 37.466" N	2° 35' 10.917" E
217	52° 50' 0.859" N	1° 34' 49.193" E	485	52° 47' 36.261" N	2° 35' 11.231" E
218	52° 50' 0.887" N	1° 34' 51.638" E	486	52° 47' 35.071" N	2° 35' 11.670" E
219	52° 50' 0.888" N	1° 34' 54.083" E	487	52° 47' 33.900" N	2° 35' 12.231" E

220	52° 50' 0.864" N	1° 34' 56.528" E	488	52° 47' 32.753" N	2° 35' 12.912" E
221	52° 50' 0.814" N	1° 34' 58.972" E	489	52° 47' 31.634" N	2° 35' 13.711" E
222	52° 50' 0.739" N	1° 35' 1.414" E	490	52° 47' 30.547" N	2° 35' 14.623" E
223	52° 50' 0.637" N	1° 35' 3.854" E	491	52° 47' 29.498" N	2° 35' 15.647" E
224	52° 50' 0.510" N	1° 35' 6.290" E	492	52° 47' 28.489" N	2° 35' 16.777" E
225	52° 50' 0.357" N	1° 35' 8.722" E	493	52° 47' 27.525" N	2° 35' 18.010" E
226	52° 50' 0.178" N	1° 35' 11.150" E	494	52° 47' 26.611" N	2° 35' 19.340" E
227	52° 49' 59.974" N	1° 35' 13.572" E	495	52° 47' 25.748" N	2° 35' 20.762" E
228	52° 49' 59.745" N	1° 35' 15.987" E	496	52° 47' 24.942" N	2° 35' 22.271" E
229	52° 49' 59.490" N	1° 35' 18.396" E	497	52° 47' 24.194" N	2° 35' 23.860" E
230	52° 49' 59.209" N	1° 35' 20.797" E	498	52° 47' 23.509" N	2° 35' 25.523" E
231	52° 49' 58.903" N	1° 35' 23.190" E	499	52° 47' 22.888" N	2° 35' 27.254" E
232	52° 49' 58.573" N	1° 35' 25.573" E	500	52° 47' 22.334" N	2° 35' 29.046" E
233	52° 49' 58.217" N	1° 35' 27.947" E	501	52° 47' 21.849" N	2° 35' 30.892" E
234	52° 49' 57.836" N	1° 35' 30.310" E	502	52° 47' 21.436" N	2° 35' 32.784" E
235	52° 49' 57.430" N	1° 35' 32.661" E	503	52° 47' 21.096" N	2° 35' 34.716" E
236	52° 49' 56.999" N	1° 35' 35.001" E	504	52° 47' 20.829" N	2° 35' 36.678" E
237	52° 49' 56.544" N	1° 35' 37.328" E	505	52° 47' 20.638" N	2° 35' 38.665" E
238	52° 49' 56.064" N	1° 35' 39.641" E	506	52° 47' 20.523" N	2° 35' 40.667" E
239	52° 49' 55.560" N	1° 35' 41.940" E	507	52° 47' 20.485" N	2° 35' 42.678" E
240	52° 49' 55.032" N	1° 35' 44.225" E	508	52° 47' 20.523" N	2° 35' 44.688" E
241	52° 49' 54.480" N	1° 35' 46.494" E	509	52° 47' 20.637" N	2° 35' 46.691" E
242	52° 49' 53.904" N	1° 35' 48.746" E	510	52° 47' 20.743" N	2° 35' 47.801" E
243	52° 49' 53.304" N	1° 35' 50.982" E	511	52° 47' 20.744" N	2° 35' 47.806" E
244	52° 49' 52.681" N	1° 35' 53.200" E	512	52° 47' 21.786" N	2° 35' 56.101" E
245	52° 49'	1° 35'	513	52° 48'	2° 43'

	52.034" N	55.400" E		20.763" N	47.964" E
246	52° 49'	1° 35'	514	52° 48'	2° 43'
	51.868" N	55.943" E		21.026" N	49.928" E
247	52° 48'	1° 39'	515	52° 48'	2° 43'
	40.863" N	22.453" E		21.364" N	51.862" E
248	52° 48'	1° 39'	516	52° 48'	2° 43'
	40.702" N	22.924" E		21.774" N	53.756" E
249	52° 48'	1° 39'	517	52° 48'	2° 43'
	40.367" N	23.994" E		22.256" N	55.605" E
250	52° 48'	1° 39'	518	52° 48'	2° 43'
	40.234" N	24.393" E		22.808" N	57.400" E
251	52° 48'	1° 39'	519	52° 48'	2° 43'
	40.107" N	24.797" E		23.426" N	59.134" E
252	52° 48'	1° 39'	520	52° 48'	2° 44' 0.800"
	39.560" N	26.596" E		24.109" N	E
253	52° 48'	1° 39'	521	52° 48'	2° 44' 2.393"
	39.405" N	27.124" E		24.854" N	E
254	52° 48'	1° 39'	522	52° 48'	2° 44' 3.905"
	39.261" N	27.661" E		25.659" N	E
255	52° 48'	1° 39'	523	52° 48'	2° 44' 5.331"
	38.783" N	29.512" E		26.519" N	E
256	52° 48'	1° 39'	524	52° 48'	2° 44' 6.665"
	38.649" N	30.055" E		27.432" N	E
257	52° 48'	1° 39'	525	52° 48'	2° 44' 7.902"
	38.525" N	30.606" E		28.394" N	E
258	52° 48'	1° 39'	526	52° 48'	2° 44' 9.037"
	38.044" N	32.861" E		29.401" N	E
259	52° 48'	1° 39'	527	52° 48'	2° 44'
	37.927" N	33.484" E		30.449" N	10.065" E
260	52° 48'	1° 39'	528	52° 48'	2° 44'
	37.569" N	35.557" E		31.534" N	10.983" E
261	52° 48'	1° 39'	529	52° 48'	2° 44'
	37.477" N	36.124" E		32.652" N	11.786" E
262	52° 48'	1° 39'	530	52° 48'	2° 44'
	37.396" N	36.696" E		33.799" N	12.472" E
263	52° 48'	1° 39'	531	52° 48'	2° 44'
	37.137" N	38.662" E		34.969" N	13.037" E
264	52° 48'	1° 39'	532	52° 48'	2° 44'
	37.067" N	39.237" E		36.158" N	13.481" E
265	52° 48'	1° 39'	533	52° 48'	2° 44'
	37.008" N	39.816" E		37.362" N	13.800" E
266	52° 48'	1° 39'	534	52° 48'	2° 44'
	36.824" N	41.805" E		38.576" N	13.994" E
267	52° 48'	1° 39'	535	52° 48'	2° 44'
	36.776" N	42.387" E		39.226" N	14.030" E
268	52° 48'	1° 39'	536	52° 51'	2° 44'
	36.739" N	42.971" E		27.631" N	14.043" E

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to 11,475,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU213, HU214, HU215 and HU216 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 9,000,000 m<sup>3</sup> for cable (including fibre optic cable) installation;
  - (ii) 75,000 m<sup>3</sup> for the offshore electrical platforms;
  - (iii) 1,900,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the Order limits excluding the Haisborough, Hammond and Winterton Special Area of Conservation; and
  - (iv) 500,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the part of the Haisborough, Hammond and Winterton Special Area of Conservation that falls within the Order limits;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to 14,137 m<sup>3</sup>.

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of—

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

(3) *Work No. 3 (phase 2)* – a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings.

(4) *Work No. 4A (phase 2)* – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MHWS including one or more offshore cable crossings.

(5) *Work No. 4B (phase 2)* – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk.

(6) In connection with Work Nos. 2, 3, 4A and 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(7) In connection with such Work Nos. 2, 3, 4A and 4B, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

## PART 4

### Conditions

#### Design parameters

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

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

- (a) more than 18 driven piles; or
- (b) a pile diameter which is more than five metres.

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

2. The total length of the cables and the area and volume of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 3 (Interconnector link)	150 kilometres	76,000m <sup>2</sup> 38,000 m <sup>3</sup>
Work No. 4A and 4B (export cable)	400 kilometres	102,086m <sup>2</sup> 59,836 m <sup>3</sup>

#### Phasing of the authorised scheme

3.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 1 (transmission)—

- (a) the total number of offshore electrical platforms forming part of the authorised scheme must not exceed two;
- (b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m<sup>2</sup> and 100,000 m<sup>3</sup>; and
- (c) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 11,475,000 m<sup>3</sup>;
- (d) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 14,137 m<sup>3</sup>;
- (e) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 2 of this licence; and
- (f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 32,000m<sup>2</sup> and the total volume of cable protection must not exceed 20,800m<sup>3</sup>.

(2) Prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—

- (a) whether the authorised scheme will be constructed—
  - (i) in a single offshore phase under this licence; or
  - (ii) in two offshore phases under this licence and licence 1 (transmission); and

- (b) where the authorised scheme will be constructed in two offshore phases, the total number of offshore electrical platforms to be constructed in each phase.

#### **Notifications and inspections**

4.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 12; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 12;
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;

and confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 2 and the expected vessel routes from the construction ports to the relevant location. A second notice to mariners must be issued advising of the start date of Work Nos. 3, 4A and 4B and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### **Aids to navigation**

5.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 9(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(11) and condition 4(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

#### **Colouring of structures**

6.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

#### **Chemicals, drilling and debris**

7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use

by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(a) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU213, HU214, HU215 and HU216 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must undertake the survey agreed under condition 9(1)(h)(iii) following the swath-bathymetry survey referred to in condition 15(2)(b). Should any such obstructions resulting from burial of Work No. 4A or 4B (export cables and fibre optic cables) be identified which, in the reasonable opinion of the MMO, may be considered to interfere with fishing, the undertaker must take such steps to remove them as the MMO in its reasonable opinion may require.

(9) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(10) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(11) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

8.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits, because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

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(a) S.I. 2002/1355.



### Pre-construction plans and documentation

9.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all offshore electrical platforms;
  - (ii) the height, length and width of all offshore electrical platforms;
  - (iii) the length and arrangement of all cables (including fibre optic cables) comprising Work Nos. 3, 4A and 4B;
  - (iv) the dimensions of all foundations;
  - (v) the proposed layout of all offshore electrical platforms including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (vi) a plan showing the indicative layout of all offshore electrical platforms including all exclusion zones (insofar as not shown in (v) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and
  - (vii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i);to ensure conformity with the description of Works No. 2, 3, 4A and 4B and compliance with conditions 1 to 3 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 12, 13, 14 and 15; and
  - (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
  - (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
  - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) offshore electrical platform location and installation, including scour protection;

- (iv) cable (including fibre optic cable) installation;
  - (v) contractors;
  - (vi) vessels, vessels maintenance and vessels transit corridors; and
  - (vii) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and co-existence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub- paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, for the installation and protection of cables outside of the Haisborough, Hammond and Winterton Special Area of Conservation, to include—
- (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection measures;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 4A and 4B (export cables and fibre optic cables), following the survey referred to in condition 15(2)(b) to assess any seabed obstructions resulting from burial of the export cables and fibre optic cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, North Norfolk District Council) to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;

- (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 13(2)(a) and in accordance with the offshore in principle monitoring plan.
  - (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
  - (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 5 for the lifetime of the authorised scheme.
  - (l) In the event that piled foundations are proposed to be used, a site integrity plan which accords with the principles set out in the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.
- (3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000KJ.
- 10.**—(1) Any archaeological reports produced in accordance with condition 9(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body (and, if relevant, North Norfolk District Council).
- (2) The design plan required by condition 9(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.
- (3) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months prior to the intended

commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 9 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

#### **Post-construction plans and documents**

11. The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and UKHO.

#### **Reporting of engaged agents, contractors and vessels**

12. —(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

#### **Pre-construction monitoring and surveys**

13. —(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole

or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and

- (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

#### **Construction monitoring**

14. —(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with Natural England, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

#### **Post construction**

15. —(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake-

- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any

changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected; and

- (c) or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 9(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### **Reporting of impact pile driving**

**16.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the 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 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—

- (a) “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; and
- (b) “Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

#### **Reporting of cable protection**

**17.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection;
- (b) volume of cable protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

**Restriction on cable installation construction works**

18. During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.

**SCHEDULE 13**

Article 35

**Hedgerows****PART 1****Removal of Potentially Important Hedgerows**

(1) Area	(2) Reference of hedgerow
District of North Norfolk	The potentially important hedgerow marked 9 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 10 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 11 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 12 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 13 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 14 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 15 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 16 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 17 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 18 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 19 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 20 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 21 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 22 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 25 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 27 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 28 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 29 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 30















## PART 2

### Removal of Important Hedgerows

(1) <i>Area</i>	(2) <i>Reference of hedgerow</i>
District of North Norfolk	The important hedgerow marked 2 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 4 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 6 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 8 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 23 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 24 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 26 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 34 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 36 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 37 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 49 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 50 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 52 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 64 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 65 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 66 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 67 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 68 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 73 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 74 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 75 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 76 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 77 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 78 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 80 on the important hedgerows plan

	important hedgerows plan
District of Broadland	The important hedgerow marked 82 on the important hedgerows plan
District of Broadland	The important hedgerow marked 83 on the important hedgerows plan
District of Broadland	The important hedgerow marked 84 on the important hedgerows plan
District of Broadland	The important hedgerow marked 85 on the important hedgerows plan
District of Broadland	The important hedgerow marked 86 on the important hedgerows plan
District of Broadland	The important hedgerow marked 87 on the important hedgerows plan
District of Broadland	The important hedgerow marked 110 on the important hedgerows plan
District of Broadland	The important hedgerow marked 111 on the important hedgerows plan
District of Broadland	The important hedgerow marked 112 on the important hedgerows plan
District of Broadland	The important hedgerow marked 115 on the important hedgerows plan
District of Broadland	The important hedgerow marked 146 on the important hedgerows plan
District of Broadland	The important hedgerow marked 169 on the important hedgerows plan
District of Broadland	The important hedgerow marked 170 on the important hedgerows plan
District of Broadland	The important hedgerow marked 174 on the important hedgerows plan
District of Broadland	The important hedgerow marked 175 on the important hedgerows plan
District of Broadland	The important hedgerow marked 176 on the important hedgerows plan
District of Breckland	The important hedgerow marked 181 on the important hedgerows plan
District of Breckland	The important hedgerow marked 182 on the important hedgerows plan
District of Breckland	The important hedgerow marked 195 on the important hedgerows plan
District of Breckland	The important hedgerow marked 196 on the important hedgerows plan
District of Breckland	The important hedgerow marked 198 on the important hedgerows plan
District of Breckland	The important hedgerow marked 199 on the important hedgerows plan
District of Breckland	The important hedgerow marked 200 on the important hedgerows plan
District of Breckland	The important hedgerow marked 201 on the important hedgerows plan
District of Breckland	The important hedgerow marked 202 on the important hedgerows plan
District of Breckland	The important hedgerow marked 203 on the important hedgerows plan





District of Breckland	The important hedgerow marked 280 on the important hedgerows plan
District of Breckland	The important hedgerow marked 281 on the important hedgerows plan
District of Breckland	The important hedgerow marked 282 on the important hedgerows plan
District of Breckland	The important hedgerow marked 283 on the important hedgerows plan
District of Breckland	The important hedgerow marked 285 on the important hedgerows plan
District of Breckland	The important hedgerow marked 286 on the important hedgerows plan
District of Breckland	The important hedgerow marked 287 on the important hedgerows plan
District of Breckland	The important hedgerow marked 294 on the important hedgerows plan
District of Breckland	The important hedgerow marked 295 on the important hedgerows plan
District of Breckland	The important hedgerow marked 296 on the important hedgerows plan
District of Breckland	The important hedgerow marked 297 on the important hedgerows plan
District of Breckland	The important hedgerow marked 299 on the important hedgerows plan
District of Breckland	The important hedgerow marked 302 on the important hedgerows plan
District of Breckland	The important hedgerow marked 304 on the important hedgerows plan
District of Breckland	The important hedgerow marked 308 on the important hedgerows plan
District of Breckland	The important hedgerow marked 312 on the important hedgerows plan
District of Breckland	The important hedgerow marked 313 on the important hedgerows plan
District of Breckland	The important hedgerow marked 314 on the important hedgerows plan
District of Breckland	The important hedgerow marked 315 on the important hedgerows plan
District of Breckland	The important hedgerow marked 316 on the important hedgerows plan

### PART 3

#### Removal of Hedgerows

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The hedgerow marked 1 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 3 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 5 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 7 on the important

	hedgerows plan
District of North Norfolk	The hedgerow marked 35 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 38 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 51 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 53 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 79 on the important hedgerows plan
District of Broadland	The hedgerow marked 117 on the important hedgerows plan
District of Broadland	The hedgerow marked 137 on the important hedgerows plan
District of Broadland	The hedgerow marked 138 on the important hedgerows plan
District of Broadland	The hedgerow marked 139 on the important hedgerows plan
District of Broadland	The hedgerow marked 140 on the important hedgerows plan
District of Broadland	The hedgerow marked 141 on the important hedgerows plan
District of Broadland	The hedgerow marked 142 on the important hedgerows plan
District of Broadland	The hedgerow marked 143 on the important hedgerows plan
District of Broadland	The hedgerow marked 144 on the important hedgerows plan
District of Broadland	The hedgerow marked 145 on the important hedgerows plan
District of Broadland	The hedgerow marked 147 on the important hedgerows plan
District of Broadland	The hedgerow marked 171 on the important hedgerows plan
District of Broadland	The hedgerow marked 172 on the important hedgerows plan
District of Breckland	The hedgerow marked 183 on the important hedgerows plan
District of Breckland	The hedgerow marked 191 on the important hedgerows plan
District of Breckland	The hedgerow marked 194 on the important hedgerows plan
District of Breckland	The hedgerow marked 240 on the important hedgerows plan
District of Breckland	The hedgerow marked 246 on the important hedgerows plan
District of Breckland	The hedgerow marked 247 on the important hedgerows plan
District of Breckland	The hedgerow marked 248 on the important hedgerows plan
District of Breckland	The hedgerow marked 249 on the important hedgerows plan
District of Breckland	The hedgerow marked 262 on the important

	hedgerows plan
District of Breckland	The hedgerow marked 298 on the important hedgerows plan
District of Breckland	The hedgerow marked 300 on the important hedgerows plan
District of Breckland	The hedgerow marked 301 on the important hedgerows plan
District of Breckland	The hedgerow marked 305 on the important hedgerows plan
District of Breckland	The hedgerow marked 306 on the important hedgerows plan
District of Breckland	The hedgerow marked 307 on the important hedgerows plan
District of Breckland	The hedgerow marked 309 on the important hedgerows plan
District of Breckland	The hedgerow marked 310 on the important hedgerows plan
District of Breckland	The hedgerow marked 311 on the important hedgerows plan

## SCHEDULE 14

Article 38

### Arbitration Rules

#### Primary objective

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the Arbitrator is appointed pursuant to article 38 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within 20 business days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration is deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

#### Time periods

2.—(1) All time periods in these Arbitration Rules are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the Arbitrator is appointed which is either:

- (a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the Arbitrator is appointed by the Secretary of State.

#### Timetable

3.—(1) The timetable for the Arbitration is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with—

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, the amount of its claim and/or the remedy it is seeking; and
  - (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.
- (3) Within 14 days of receipt of the Claimant's statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with—
- (a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;
  - (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
  - (c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.
- (4) Within 7 days of the Respondent serving its statements under sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—
- (a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
  - (b) all statements of evidence and copies of documents in response to the Respondent's submissions;
  - (c) any expert report in response to the Respondent's submissions;
  - (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and
  - (e) its written submissions in response to the legal and factual issues involved.

#### **Procedure**

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. No single pleading is to exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The Arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the Arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the Arbitrator advising the parties that he is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(7) There is no process of examination and cross-examination of experts, but the Arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by

the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) is:

- (a) at least 28 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they are to jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
- (c) the form and content of a joint report must be as directed by the Arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator must take these submissions into account in the Award.

(9) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given are proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

#### **Arbitrator's powers**

5.—(1) The Arbitrator has all the powers of the Arbitration Act 1996<sup>(a)</sup>, including the non-mandatory sections, save where modified by these Rules.

(2) There must be no discovery or disclosure, except that the Arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders are to be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure—

- (a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice; and then
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator must notify the parties that the award is completed, signed and dated, and that it is to be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

#### **Costs**

6.—(1) The costs of the Arbitration must include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

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(a) 1996 c. 23.

(2) Where the difference involves connected/interrelated issues, the Arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties must bear them or in what proportion they are to be borne by the parties.

(4) The Arbitrator must award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims and/or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

### **Confidentiality**

7.—(1) Subject to sub-paragraphs (2), (3) and (4), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 17, the hearings must take place in private unless otherwise agreed between the parties and any matters, materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party.

(3) The Arbitrator may direct that the whole or part of a hearing is to be private and/or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(4) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

## **SCHEDULE 15**

Article 39

### **Procedure for discharge of Requirements**

#### **Applications made under requirement**

1.—(1) Where an application has been made to a discharging authority for any agreement or approval required pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 and 34 in Part 3 of Schedule 1 (requirements) of this Order:

- (a) the undertaker must give the discharging authority sufficient information to identify the requirement(s) to which the application relates;
- (b) the undertaker must provide such particulars, and the request be accompanied by such plans and drawings, as are reasonably considered necessary to deal with the application.

(2) The discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(3) For the purposes of sub-paragraph (2), the decision period is—

- (a) where no further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which the application is received by the discharging authority;
- (b) where further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (a) or (b).

### Further information

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary and the requirement does not specify that consultation with a requirement consultee is required, it must, as soon as reasonably practicable and within 20 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement specifies that consultation with a requirement consultee is required, the discharging authority must issue the consultation to the requirement consultee within 10 business days of receipt of the application, and must notify the undertaker in writing specifying any further information requested by the requirement consultee within 10 business days of receipt of such a request and in any event within 42 days of receipt of the application.

(4) If the discharging authority does not give such notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

### Appeals

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

- (a) the discharging authority refuses an application for any agreement or approval required by a requirement included in this Order;
- (b) the discharging authority does not give notice of its decision to the undertaker within the decision period as determined in paragraph 1;
- (c) on receipt of a request for further information pursuant to paragraph 2 (further information) the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not reasonably necessary for consideration of the application; or
- (d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not reasonably necessary for consideration of the application.

(2) The appeal process is as follows—

- (a) the undertaker must submit the appeal documentation to the Secretary of State, a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide (“the appeal documentation”);
- (b) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the requirement consultee (if applicable);
- (c) as soon as is practicable after receiving the appeal documentation, but in any event within 28 business days of receiving the appeal documentation, the Secretary of State must appoint a person and forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
- (d) the discharging authority and the requirement consultee (if applicable) must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under paragraph (c) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person; and
- (e) the appeal parties must make any counter-submissions to the appointed person within 20 business days of receipt of written representations pursuant to sub-paragraph (d) above.

(3) The appointed person must make his decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable. If the appointed person considers that further information is necessary to enable him to consider the appeal he must, as soon as practicable, notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 20 business days of that date.

(5) On an appeal under this paragraph, the appointed person may—

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

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

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed, or set by the appointed person, under this paragraph.

(7) The appointed person may proceed to a decision even though no written representations have been made within those time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of Part 3 of Schedule 1 (requirements) as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) may not be taken to affect or invalidate the effect of the appointed person's determination.

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

(11) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance on the award of costs or any guidance which may from time to time replace it.

#### **Interpretation of this Schedule**

4. In this Schedule—

“the appeal parties” means the discharging authority, the requirement consultee and the undertaker;

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971<sup>(a)</sup>;

“discharging authority” means that person or body responsible for approving details pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 and 34 in Part 3 of Schedule 1 (requirements);

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<sup>(a)</sup> 1971 c. 80.



“requirement consultee” means any body named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging that requirement.

## SCHEDULE 16

Article 44

### Protective Provisions

#### PART 1

##### Protection for electricity, gas, water and sewerage undertakers

1. For the protection of the undertakers referred to in this Part the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

2. In this Part—

“affected undertaker” means

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act;
- (b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986<sup>(a)</sup>;
- (c) a water undertaker within the meaning of the Water Industry Act 1991<sup>(b)</sup>; and
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989), belonging to or maintained by that affected undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991 at the time of the works mentioned in this Part; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the affected undertaker in accordance with the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or

<sup>(a)</sup> 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c.45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

<sup>(b)</sup> 1991 c.56.

other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties; and

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

3. This Part does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

4. Regardless of any provision in this Order or anything shown on the land plan, the undertaker must not acquire any apparatus otherwise than by agreement.

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question shall, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use all reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part shall be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 38 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 38 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) shall authorise the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 38 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator shall make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are 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 shall submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works shall be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker shall be entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (2) shall be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan, section and description.

(6) The undertaker shall not be required to comply with sub-paragraph (1) in a case of emergency but in that case it shall give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and shall comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

8.—(1) Subject to the following provisions of this paragraph, the undertaker shall repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part, 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,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) shall be reduced by the amount of that excess.

- (4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**9.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**10.** Any difference or dispute arising between the undertaker and the affected undertaker under this Schedule must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 38 (arbitration).

**11.** Nothing in this Part shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## PART 2

### For the Protection of National Grid as Electricity and Gas Undertaker

#### Application

12. For the protection of National Grid referred to in this Part the following provisions will, unless otherwise agreed in writing between the promoter and National Grid, have effect.

#### Interpretation

13. In this Part—

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

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply; and
- (c) together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning save that for the purpose of this part only the term commence includes operations consisting site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and temporary hard standing;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this part;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the promoter to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means, as appropriate—

- (a) National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH and any successor to their licence under Part 1 of the Electricity Act 1989; and
- (b) National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH and any successor to their licence under Part 1 of the Gas Act 1986 or their successor company(ies).

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“promoter” means the undertaker as defined in article 2 of this Order;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 17(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 17(2) or otherwise; or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties”).

**14.—**(1) Except for paragraphs 15 (apparatus in stopped up streets), 20 (retained apparatus: protection), 21 (expenses) and 22 (compensation) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and National Grid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

(2) Notwithstanding Art 25(5) or any other powers in the Order generally, s85 of the 1991 Act in relation to costs sharing and the powers in respect of cost sharing generally including the regulations made thereunder does not apply in relation to any diversion of apparatus of National Grid under the 1991 Act.

#### **Apparatus of Undertakers in stopped up streets**

**15.** Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 10 (temporary stopping up of streets), National Grid will be at liberty at all times to take all necessary access across any such stopped up highway or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

#### **Acquisition of land**

**16.—**(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the promoter may not acquire any land interest or apparatus or override any easement and/or other interest of National Grid otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

(2) As a condition of agreement between the parties in paragraph 16(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between the undertaker and the promoter) that are subject to the requirements of this Part that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the undertaker and/or affects the provisions of any enactment or agreement regulating the relations between the undertaker and the promoter in respect of any apparatus laid or erected in land belonging to or secured by the promoter, the promoter must as the undertaker reasonably and necessarily requires enter into such deeds of consent upon such terms and conditions as may be agreed between the undertaker and the promoter acting reasonably and which must be no less favourable on the whole to the undertaker unless otherwise agreed by the undertaker, and it will be the responsibility of the promoter to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The promoter and the undertaker agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the undertaker and/or other enactments relied upon by the undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by the undertaker under paragraph 19 or 20 or any other paragraph of this Part, must not be taken to constitute agreement under sub-paragraph 16(1).

#### **Removal of apparatus**

**17.—**(1) If, in the exercise of the agreement reached in accordance with paragraph 16 or in any other authorised manner, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to National Grid to its reasonable satisfaction (taking into account paragraph 18(1) below) the necessary facilities and rights:

- (a) for the construction of alternative apparatus in other land of or land secured by the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the promoter, as soon as possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the promoter's assistance if required by National Grid, save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the promoter under this Part must be constructed in such manner and in such line or situation as may be agreed between National Grid and the promoter.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Part.

#### **Facilities and rights for alternative apparatus**

**18.—**(1) Where, in accordance with the provisions of this Part, the promoter affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid, acting reasonably

(2) If the facilities and rights to be afforded by the promoter and agreed with National Grid under paragraph 18(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 26 (Arbitration) of this Part and the arbitrator may make such provision for the payment of compensation by the promoter to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case

#### **Retained apparatus: protection Gas Undertakers**

**19.—**(1) The promoter must provide technical information relevant to any specified works to National Grid as soon as reasonably practicable after it becomes available, and will seek to liaise with National Grid as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works the promoter must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to National Grid under sub-paragraph (2) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(4) The promoter must not commence any works to which sub-paragraphs (2) and (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) and/or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications



are requested by National Grid within a period of 56 days, unless otherwise agreed between the parties, beginning with the date on which the plan under sub-paragraph (2) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to National Grid for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by National Grid, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 56 days of receipt of any further plans.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub paragraph (6), as approved or as amended from time to time by agreement between the promoter and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where National Grid requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grids' reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (2) or (3) (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 12 to 14 and 17 to 19 apply as if the removal of the apparatus had been required by the promoter under paragraph 17(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The promoter will not be required to comply with sub-paragraph (2) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order the promoter must comply with National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the promoter must implement an appropriate ground mitigation scheme save that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 21.

#### **Retained apparatus: protection Electricity Undertakers**

**20.—**(1) The promoter must provide technical information relevant to any specified works to National Grid as soon as reasonably practicable after it becomes available, and will seek to liaise with National Grid as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works, the promoter must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(3) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of

any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(4) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(5) The promoter must not commence any works to which sub-paragraphs (3) or (4) apply until National Grid has given written approval of the plan so submitted.

(6) Any approval of National Grid required under sub-paragraphs (3) or (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (7) or (9); and
- (b) must not be unreasonably withheld.

(7) In relation to any work to which sub-paragraphs (3) or (4) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus

(8) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub-paragraph (3), (4) or (7), as approved or as amended from time to time by agreement between the promoter and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (7) or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(9) Where National Grid requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any

authorised works (or any relevant part thereof) for which protective works are required and National Grid must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(10) If National Grid in accordance with sub-paragraphs (7) or (9) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 12 to 14 and 17 to 19 apply as if the removal of the apparatus had been required by the promoter under paragraph 17(2).

(11) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(12) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (7), (8) and (9) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (13) at all times.

(13) At all times when carrying out any works authorised under the Order, the promoter must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of danger from Overhead Lines".

## Expenses

21.—(1) Subject to the following provisions of this paragraph, the promoter must pay to National Grid on demand all charges, costs and expenses reasonably and properly anticipated or incurred by National Grid in or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 17(3); and/or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) of the Order 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 National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the promoter.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### Compensation

22.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter under this Part or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party or National Grid incurs any liability as a result of the transfer of undertaking under article 5, the promoter will—

- (a) bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and
- (b) compensate National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the promoter or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the promoter from liability under the provisions of sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

- (3) Nothing in sub-paragraph (1) imposes any liability on the promoter in respect of—
- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents; and
  - (b) any authorised works or any other works authorised by this Part carried out by National Grid as an assignee, transferee or lessee of the promoter with the benefit of this Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 6 (benefit of the order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part including this paragraph 22; and
  - (c) National Grid must give the promoter reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

#### **Enactments and agreements**

23. Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between National Grid and the promoter, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the promoter and National Grid in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

#### **Co-operation**

24.—(1) Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 17(2) or an undertaker makes requirements for the protection or alteration of apparatus under paragraph 19, the promoter must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid must use its best endeavours to co-operate with the promoter for that purpose.

(2) For the avoidance of doubt whenever the undertaker’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by National Grid or the taking of action by National Grid, it must not be unreasonably withheld or delayed.

#### **Access**

25. If in consequence of the agreement reached in accordance with paragraph 16(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

#### **Arbitration**

26. Save for differences or disputes arising under paragraph 17(2), 17(4), 18(1), 19 and 20 any difference or dispute arising between the promoter and National Grid under this Part must, unless otherwise agreed in writing between the promoter and National Grid, be determined by arbitration in accordance with article 38 (arbitration).

#### **Notices**

27. The plans submitted to National Grid by the promoter pursuant to paragraph 19 and 20 must be sent to National Grid Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the promoter in writing.

## PART 3

### For the Protection of Cadent Gas Limited as Gas Undertaker

#### Application

28. For the protection of Cadent referred to in this Part the following provisions will, unless otherwise agreed in writing between the promoter and Cadent, have effect.

#### Interpretation

29. In this Part of this Schedule—

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

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Cadent to enable the Cadent to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes pressure governors, ventilators, cathodic protection cables or other apparatus belonging to or maintained by Cadent for the purposes of gas distribution and supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent for the purposes of distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“Cadent” means Cadent Gas Limited and/or its successors in title and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986

“commence” has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning save that for the purpose of this part only the term commence includes operations consisting site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and temporary hard standing;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the promoter to submit for Cadent’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, maintain, protect, access, enlarge, replace, use, repair, alter, inspect, renew, decommission or render unusable or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“promoter” means the undertaker as defined in article 2 of this Order;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 33(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 33(2) or otherwise; or
- (c) include any of the activities that are referred to in paragraphs 6 and 7 of SSW/22 (“Specification for safe working in the vicinity of Cadent’s assets – requirements for third parties”).

#### **On Street Apparatus**

**30.**—(1) Except for paragraphs 31 (apparatus in stopped up streets), 33 (Removal of Apparatus) insofar as sub-paragraph 3(2) applies, 34 (Facilities and Rights for Alternative Apparatus) insofar as sub-paragraph 3(2) applies, 35 (retained apparatus: protection), 36 (expenses) and 37 (compensation) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 34 and 35 of this Schedule apply to diversions when where carried out under the 1991 Act, in circumstance where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway

(3) Notwithstanding Art 25(5) or any other powers in the Order generally, s85 of the 1991 Act in relation to costs sharing and the powers in respect of cost sharing generally including the regulations made thereunder does not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

#### **Apparatus of Undertakers in stopped up streets**

**31.** Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (temporary stopping up of streets), Cadent will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway

#### **Acquisition of land**

**32.**—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the promoter may not acquire or appropriate any land interest or apparatus or appropriate, acquire, extinguish, interfere with or override any easement and/or other interest of Cadent otherwise than by agreement

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the promoter) that are subject to the requirements of this Part that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the

undertaker and/or affects the provisions of any enactment or agreement regulating the relations between Cadent and the promoter in respect of any apparatus laid or erected in land belonging to or secured by the promoter, the promoter must as Cadent reasonably and necessarily requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the promoter acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by the undertaker, and it will be the responsibility of the promoter to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The promoter and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the undertaker and/or other enactments relied upon by the undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by the undertaker under paragraph 35 or any other paragraph of this Part, must not be taken to constitute agreement under sub-paragraph (1).

### **Removal of apparatus**

**33.—**(1) If, in the exercise of the agreement reached in accordance with paragraph 32 or in any other authorised manner, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of Cadent in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to Cadent to its satisfaction (taking into account paragraph 34(1) below) the necessary facilities and rights

- (a) for the construction of alternative apparatus in other land of or land secured by the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent must, on receipt of a written notice to that effect from the promoter, as soon as possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the promoter's assistance if required by Cadent, save that this obligation does not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the promoter under this Part must be constructed in such manner and in such line or situation as may be agreed between Cadent and the promoter.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent 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 promoter to be removed under the provisions of this Part of this Schedule.



### **Facilities and rights for alternative apparatus**

**34.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the promoter affords to or secures for Cadent facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Cadent

(2) If the facilities and rights to be afforded by the promoter and agreed with Cadent under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 41 (Arbitration) of this Part and the arbitrator may make such provision for the payment of compensation by the promoter to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case

### **Retained apparatus: protection Gas Undertakers**

**35.**—(1) The promoter must provide technical information relevant to any specified works to Cadent as soon as reasonably practicable after it becomes available, and will seek to liaise with Cadent as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works the promoter must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to Cadent under sub-paragraph (2) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(4) The promoter must not commence any works to which sub-paragraphs (2) and (3) apply until Cadent has given written approval of the plan so submitted.

(5) Any approval of Cadent required under sub-paragraph (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested by Cadent within a period of 56 days, unless otherwise agreed between the parties, beginning with the date on which the plan under sub-paragraph (1) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to Cadent for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by Cadent, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 56 days of receipt of any further plans.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub paragraph (6), as approved or as amended from time to time by agreement between the promoter and Cadent and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by Cadent for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Cadent will be entitled to watch and inspect the execution of those works.

(8) Where Cadent requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and Cadent must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (2) or (3) (except in an emergency).

(9) If Cadent in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the promoter under paragraph 33(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order the promoter must comply with Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent's, High pressure Gas pipelines and associated installation requirements for third parties SPGD//SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the promoter must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 37.

## **Expenses**

**36.—**(1) Subject to the following provisions of this paragraph, the promoter must pay to Cadent on demand all charges, costs and expenses reasonably and properly anticipated or incurred by Cadent in or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by Cadent as a consequence of Cadent;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 33(3); and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;

- (b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the promoter.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### Compensation

37.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter under this Part or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any

goods, by Cadent, or Cadent becomes liable to pay any amount to any third party or Cadent incurs any liability as a result of the transfer of undertaking under article 6, the promoter will—

- (a) bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and
- (b) compensate Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the promoter or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision will not (unless sub-paragraph (3) applies), excuse the promoter from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the promoter in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part carried out by Cadent as an assignee, transferee or lessee of the promoter with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph 3(b) will be subject to the full terms of this Part including this paragraph 37.

(4) Cadent must give the promoter reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

#### **Enactments and agreements**

38. Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between Cadent and the promoter, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the promoter and Cadent in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

#### **Co-operation**

39.—(1) Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 33(2) or an undertaker makes requirements for the protection or alteration of apparatus under paragraph 35, the promoter must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent’s undertaking and Cadent must use its best endeavours to co-operate with the promoter for that purpose.

(2) For the avoidance of doubt whenever the undertaker’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

#### **Access**

40. If in consequence of the agreement reached in accordance with paragraph 32(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

## Arbitration

41. Save for differences or disputes arising under paragraph 33(2), 33(4), 34(1), 35 and 36 any difference or dispute arising between the promoter and Cadent under this Part must, unless otherwise agreed in writing between the promoter and Cadent, be determined by arbitration in accordance with article 38 (arbitration).

## Notices

42. The plans submitted to Cadent by the promoter pursuant to paragraph 35 must be sent to National Grid Plant Protection at [plantprotection@cadent.com](mailto:plantprotection@cadent.com) or such other address as Cadent may from time to time appoint instead for that purpose and notify to the promoter in writing.

# PART 4

## Protection for Operators of Electronic Communications Code Networks

43.—(1) For the protection of any operator, the following provisions shall, unless otherwise agreed in writing between the undertaker and the operator, have effect.

(2) In this Part—

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

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is construed in accordance with paragraph 1(3A) of that code;

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

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act(b);

“electronic communications code network” means—

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

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

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

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

44. The exercise of the powers of article 29 (statutory undertakers) are subject to Part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

45.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or

(b) there is any interruption in the supply of the service provided by an operator, the undertaker shall bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—

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(a) 2003 c. 21.

(b) See section 106.

- (i) make reasonable compensation to an operator for loss sustained by it; and
- (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph shall be referred to and settled by arbitration under article 38 (arbitration).

**46.** This Part 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.

**47.** Nothing in this Part shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## PART 5

### Protection of Network Rail Infrastructure Limited

**48.** The following provisions of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 62 any other person on whom rights or obligations are conferred by that paragraph.

**49.** In this Part—

“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 is amended from time to time, granted to Network Rail by the Secretary of State in exercise of powers under section 8 (licences) of the Railways Act 1993<sup>(a)</sup>;

“Network Rail” means Network Rail Infrastructure Limited 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 (meaning of “subsidiary” etc.) of the Companies Act 2006<sup>(b)</sup>) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging

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<sup>(a)</sup> 1993 c. 43.

<sup>(b)</sup> 2006 c. 40.

proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network for the purposes of such railway or works, apparatus or equipment; and

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

**50.**—(1) Where under this Part 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 under this Order.

**51.**—(1) The undertaker must not exercise the powers conferred by—

- (a) article 15 (discharge of water and works to watercourses);
- (b) article 16 (authority to survey and investigate the land onshore);
- (c) article 18 (compulsory acquisition of land);
- (d) article 20 (compulsory acquisition of rights and the imposition of restrictive covenants);
- (e) article 21 (private rights);
- (f) article 24 (acquisition of subsoil and airspace only);
- (g) article 26 (temporary use of land for carrying out the authorised project);
- (h) article 27 (temporary use of land for maintaining the authorised project);
- (i) article 28 (extinguishment of private rights and restrictive covenants relating to apparatus removed from land subject to temporary possession);
- (j) article 29(b) (statutory undertakers) (where relevant);
- (k) article 35 (felling or lopping of trees and removal of hedgerows); and
- (l) article 36 (trees subject to tree preservation orders);

or the powers conferred by section 11(3) of the 1965 Act (powers of entry) in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, or article 29 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers conferred by this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or

extinguish any existing rights of Network Rail in respect of any third party property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions.

**52.—**(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer (or deemed approved under sub-paragraph (2)) or settled by arbitration under article 38 (Arbitration) (as varied by paragraph 69 of this Part of this Schedule).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes may be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

**53.—**(1) Any specified work and any protective works to be constructed by virtue of paragraph 52(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 52;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of or in consequence of the construction of a specified work, the undertaker must, regardless of any approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for loss which it may sustain by reason of any such damage, interference or obstruction.



(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

**54.** The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

**55.** Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**56.—**(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail or the services of operators using the same, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 52(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 57(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**57.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 52(3) or in constructing any protective works under the provisions of paragraph 52(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

**58.—**(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 52(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take measures reasonably necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 52(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 52(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of regular revenue-earning operations comprised in the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker shall immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as 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 necessary measures have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail’s apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker’s apparatus in the investigation of such EMI;

- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub- paragraphs must be carried out and completed by the undertaker in accordance with paragraph 53.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 62(1) applies, subject to paragraphs 62(2) to 62(6), 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 57(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

**59.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**60.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**61.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work 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.

**62.—(1)** The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance of a specified work or the failure thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, to be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

**63.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 62) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part (including any claim relating to those relevant costs).

**64.** In the assessment of any sums payable to Network Rail under this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

**65.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**66.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I (the provision of services) of the Railways Act 1993.

**67.** 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 6 (transfer of benefit of Order) of this Order in relation to railway property or any specified works 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.

68. 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 37 (certification of plans etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in electronic form specified by Network Rail.

69. In relation to any dispute arising under this Part that is referred to arbitration in accordance with article 38 (arbitration) of this Order, the parties agree that the timetable referred to within Paragraph 3 of Schedule 14 (Arbitration Rules) will be amended where Network Rail can demonstrate that it is unable (acting reasonably) to comply with the time limit due to timing constraints that may arise for Network Rail in obtaining clearance conditions and/or any engineering regulatory or stakeholder (internal or external) consents and/or assessing any matters of concern with regards to the safe operation of the railway.

## PART 6

### For the Protection of Anglian Water Services Limited

70.—(1) For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

(2) In this Part—

“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;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and

- (a) any drain or works vested in Anglian Water under The Water Industry Act 1991,
- (b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)(a) (adoption of sewers and disposal works) of The Water Industry Act 1991 or an agreement to adopt made under section 104(b) (agreements to adopt sewer, drain or sewage disposal works at future date) of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 (general interpretation) of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“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 sections, drawings, specifications and method statements; and

“undertaker” means the undertaker under article 2 of this Order.

(3) The undertaker must not interfere with, build over or near to any apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus—

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres, 3 metres where the diameter of the pipe is between 150 and 450 millimetres,

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(a) Section 102(4) was amended by the Water Act 2003 (c. 37), s96(1) and the Water Act 2014 (c.21), Schedule 7, paragraph 90.

(b) Section 104 was amended by the Water Act 2003 (c. 37), s96 and the Water Act 2014 (c. 21).

- (b) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and
- (c) 6 metres where the diameter of the pipe exceeds 750 millimetres

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

(4) The alteration, extension, removal or re-location of any apparatus must not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting Regulations (England and Wales) 2016 or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(5) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which Apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus. Anglian Water must use all reasonable endeavours to establish contingency arrangements in a timely manner.

(6) Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 38 (Arbitration).

(7) If the undertaker is unable to create the new rights referred to in sub-paragraph (6), Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible, use its reasonable endeavours to obtain the necessary rights.

(8) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction, or alternatively such means of access as may be agreed with Anglian Water, acting reasonably.

(9) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the company, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

(10) If for any reason or in consequence of the construction of any of the works referred to in paragraphs (4) to (6) and (8) above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other reasonably necessary expenses, loss, damages, penalty or costs incurred by Anglian Water, by reason or in consequence of any such damage or interruption.

(11) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations acting reasonably.

(12) Nothing in sub-paragraph (10) above imposes any liability on the undertaker with respect to—

- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part carried out by Anglian Water as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (Benefit of order) of this Order.

(13) Anglian Water must use its reasonable endeavours to mitigate and minimise any claim, costs, expenses, loss, demands and penalties pursuant to sub-paragraph (11). If requested to do so by the undertaker, Anglian Water shall provide an explanation of how the claim has been minimised.

(14) Any difference or dispute arising between the undertaker and Anglian Water under this Part must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 38 (arbitration).

## PART 7

### For the protection of the Environment Agency and drainage authorities

**71.** The provisions of this Part have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

**72.** In this Part—

“construction” includes execution, placing, altering, replacing, relaying and removal; and

“construct” and “constructed” must be construed accordingly;

“drainage authority” means—

- (a) in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991(a); and
- (b) in relation to a main river or any sea defence work, the Environment Agency;

“drainage work” means any watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence, sea defence or tidal monitoring;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991(b);

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to—

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

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(a) c. 23. Section 23 was amended by the Environment Act 1995 (c. 29), Schedule 22, paragraph 192 and the Flood and Water Management Act 2010 (c. 29), Schedule 2, paragraph 32.

(b) See section 72(1).

- (b) affect the flow, purity, or quality of water in any watercourse; or
- (c) affect the conservation, distribution or use of water resources.

**73.—**(1) Before beginning to construct any specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority.

(3) 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 28 days of the submission of the plans for approval (or submission of further particulars if required by the drainage authority under sub-paragraph (1)) or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and
- (c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work or, where the drainage authority is the Environment Agency, for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.

(4) The drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

**74.** Without limiting paragraph 73, 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; 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.

**75.—**(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 74, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and
- (b) to the reasonable satisfaction of the 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 on which it is brought into use.

(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.

(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, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has



failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice, and any expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

**76.—**(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of any specified work maintain in good repair and condition and free from obstruction any drainage work that is situated within the limits of deviation on land held by the undertaker for the purposes of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work that the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

- (a) drainage works that are vested in the drainage authority or that 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.

**77.** If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the 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 the expense reasonably incurred by it in doing so.

**78.** The undertaker must compensate the drainage authority in respect of all costs, charges and expenses that the drainage authority may reasonably incur, have to pay or may sustain—

- (a) in the examination or approval of plans under this Part;
- (b) in inspecting the construction of any specified work or any protective works required by the drainage authority under this Part; and
- (c) in carrying out of any surveys or tests by the drainage authority that are reasonably required in connection with the construction of the specified work.

**79.—**(1) Without limiting the other provisions of this Part, the undertaker must compensate the drainage authority in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, recovered from or incurred by, the drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourses;
- (c) any flooding or increased flooding of any such land; and
- (d) where the drainage authority is the Environment Agency, inadequate water quality in any watercourse or other surface waters or in any groundwater, that is caused by the construction of any specified work by the undertaker or any act or omission of the undertaker, its contractors, agents or employees whilst engaged on the work.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

**80.** 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.

**81.** Any dispute between the undertaker and the drainage authority under this Part, if the parties agree, must be determined by arbitration under article 38 (arbitration), but otherwise must be determined by the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Business, Energy and Industrial Strategy acting jointly on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

## PART 8

### For the protection of Ørsted Hornsea Project Three (UK) Ltd

**82.** The provisions of this Part apply for the protection of Orsted unless otherwise agreed in writing between the undertaker and Orsted.

**83.** In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Orsted or its successor in title within the Hornsea Three Order Land;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“Crossing Area” means the land within land parcel 21/08 shown on the land plan and described in the book of reference;

“Orsted” means an undertaker with the benefit of all or part of the Hornsea Three Order for the time being;

“Hornsea Three Order” means the development consent order made by the Secretary of State in relation to Hornsea Three Offshore Wind Farm following on 31st December 2020<sup>(a)</sup>;

“Hornsea Three Order land” means Order land as defined in the Hornsea Three Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Hornsea Three Order land;

“proposed Hornsea Three Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Hornsea Three Order within the Hornsea Three Order land;

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(a) S.I. 2020/1656.

“specified works” means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Crossing Area;
- (b) in, on, under, over or within 25 metres of the proposed Hornsea Three Cable Corridor or any apparatus; or
- (c) may in any way adversely affect any apparatus.

**84.** The consent of Orsted under this Part is not required where the Hornsea Three Order has expired without the authorised development having been commenced pursuant to paragraph 1 of Part 3 of Schedule 1 to the Hornsea Three Order.

**85.** Where conditions are included in any consent granted by Orsted pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Orsted.

**86.** The undertaker must not under the powers of this Order—

- (a) acquire, extinguish, suspend, override or interfere with any rights that Orsted has in respect of any apparatus or the proposed Hornsea Three Cable Corridor; or
- (b) acquire the Hornsea Three Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Hornsea Three Order land without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**87.—(1)** The undertaker must not under the powers of this Order carry out any specified works without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Orsted does not respond within 30 days then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Orsted and must submit such further particulars available to it that Orsted may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Orsted.

(4) Any approval of Orsted required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed Hornsea Three Cable Corridor or for securing access to any apparatus or the proposed Hornsea Three Cable Corridor;

(5) Without limiting sub-paragraph (1), it is not reasonable for Orsted to withhold or delay any consent or approval under this Part in relation to specified works in, on, under, or over the Crossing Area solely on the basis of thermal interaction where the plans of the specified works submitted under sub-paragraph (2) demonstrate that all reasonable steps have been taken to minimise thermal interaction between the specified works and any apparatus or the proposed Hornsea Three Cable Corridor.

(6) Where Orsted requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Orsted’s reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

**88.—(1)** The undertaker must give to Orsted not less than 28 days’ written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Orsted written notice of the completion.

(2) The undertaker is not required to comply with paragraph 87 or sub-paragraph (1) in a case of emergency, but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 87 in so far as is reasonably practicable in the circumstances.

**89.** The undertaker must at all reasonable times during construction of the specified works allow Orsted and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

**90.**—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Orsted requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the Crossing Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Orsted may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

**91.** If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Orsted to maintain or use the apparatus no less effectively than was possible before the obstruction.

**92.** The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Orsted to the proposed Hornsea Three Cable Corridor.

**93.** To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within the Crossing Area request up-to-date written confirmation from Orsted of the location of any apparatus or the proposed Hornsea Three Cable Corridor.

**94.** The undertaker and Orsted 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.

**95.** The undertaker must pay to Orsted the reasonable expenses incurred by Orsted in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Hornsea Three Cable Corridor.

**96.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Orsted, or Orsted becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Orsted in making good such damage or restoring the service or supply; and
- (b) compensate Orsted for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Orsted, by reason or in consequence of any such damage or interruption or Orsted becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Orsted, its officers, servants, contractors or agents.

(3) Orsted must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Orsted must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 96 applies. If requested to do so by the undertaker, Orsted shall provide an explanation of how the

claim has been minimised. The undertaker shall only be liable under this paragraph 96 for claims reasonably incurred by Orsted.

(5) The fact that any work or thing has been executed or done with the consent of Orsted and in accordance with any conditions or restrictions prescribed by Orsted or in accordance with any plans approved by Orsted or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

**97.** Any dispute arising between the undertaker and Orsted under this Part must be determined by arbitration under article 38 (arbitration).

## SCHEDULE 17

Article 45

### Compensation to protect the coherence of the national site network

#### PART 1

##### Flamborough and Filey Coast Special Protection Area: Delivery of measures to compensate for kittiwake loss

**1.** In this Part—

“FFC” means the site designated as the Flamborough and Filey Coast Special Protection Area;

“KIMP” means the kittiwake implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC as a result of the authorised development;

“kittiwake compensation plan” means the relevant principles for kittiwake compensation set out in the document certified as the In Principle Habitats Regulations Derogation, Provision of Evidence, Appendix 1 Flamborough and Filey Coast SPA In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc); and

“KSG” means the Kittiwake Steering Group.

**2.** The authorised development may not be commenced until a plan for the work of the KSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the KSG;
- (b) details of the membership of the KSG;
- (c) details of the schedule of meetings, timetable for preparation of the KIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**3.** Following consultation with the KSG, the KIMP must be submitted to and approved by the Secretary of State, in consultation with the local planning authority or authorities for the land containing the artificial nest sites, and the relevant statutory nature conservation body. The KSG must be consulted further as required during the approval process.

**4.** The KIMP must include measures to increase the number of adult kittiwakes available to recruit to the FFC in accordance with the principles contained in the kittiwake compensation plan, must contain the relevant matters identified in section 4.6.3 of the kittiwake compensation plan and must include in particular:

- (a) details of the location where the compensation measures will be delivered and the suitability of the site to deliver the measures (including why the location is appropriate ecologically and likely to support successful compensation);
- (b) details of landowner agreements demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the KIMP;

- (c) details of the design of the artificial nest structures, including the projected number of nests that will be accommodated on the structures, and how risks from avian or mammalian predation and unauthorised human access will be mitigated;
- (d) an implementation timetable for the delivery of the artificial nest structures that ensures all compensation measures are in place to allow four full kittiwake breeding seasons prior to the operation of any turbine forming part of the authorised development;
- (e) a maintenance schedule for the artificial nest structures;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
- (g) provision for annual reporting to the Secretary of State, to include details of the number of birds colonising the site including: evidence of birds prospecting; nesting attempts; egg laying; hatching; and fledging, to identify barriers to breeding success and target alternative or adaptive compensation measures;
- (h) details of how natal dispersal and colony interchange with the FFC kittiwake colony should be investigated, potentially using colour-ringing of chicks; and
- (i) minutes from all consultations with the KSG.

**5.** The undertaker must implement the measures as set out in the KIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until four full breeding seasons following the implementation of the measures set out in the KIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.

**6.** The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the KIMP.

**7.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an increase in the number of adult kittiwakes available to recruit to the FFC and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**8.** Unless otherwise agreed in writing by the Secretary of State or unless the measures set out in the KIMP have already been delivered, the undertaker must not commence construction of Work No.1 until it has first—

- (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

**9.** The artificial nest structures installed under this Part must not be decommissioned without the written approval of the Secretary of State, in consultation with the relevant statutory nature conservation body. The artificial nest structures shall be maintained beyond the operational lifetime of the authorised development if they are colonised, and routine and adaptive management measures and monitoring must continue whilst the artificial nesting structures are in place.

**10.** The approved KIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the relevant statutory nature conservation body. Any amendments to or variations of the approved KIMP must be in accordance with the principles set out in the kittiwake compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the kittiwake compensation plan.

**11.** In the event of any conflict or inconsistency between the terms of the kittiwake compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

## PART 2

### Alde-Ore Estuary Special Protection Area: Delivery of measures to compensate for the loss of lesser black-backed gull

**12.** In this Part—

“AOE” means the site designated as the Alde-Ore Estuary Special Protection Area;

“LBBGIMP” means the lesser black-backed gull implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult lesser black-backed gull from the AOE as a result of the authorised development;

“LBBGSG” means the Lesser Black-Backed Gull Steering Group; and

“lesser black-backed gull compensation plan” means the document certified as the In Principle Habitats Regulations Derogation, Provision of Evidence, Appendix 2 Alde-Ore Estuary SPA In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc).

**13.** The authorised development may not be commenced until a plan for the work of the LBBGSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the LBBGSG;
- (b) details of the membership of the LBBGSG;
- (c) details of the schedule of meetings, timetable for preparation of the LBBGIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**14.** Following consultation with the LBBGSG, the LBBGIMP must be submitted to and approved by the Secretary of State, in consultation with the local planning authority or authorities for the land containing the predator control fencing, and the relevant statutory nature conservation body. The LBBGSG must be consulted further as required during the approval process.

**15.** The LBBGIMP must include measures to increase the number of adult lesser black-backed gulls available to recruit to the AOE in accordance with the principles contained in the lesser black-backed gull compensation plan, must contain the relevant matters identified in section 4.6.2 of the lesser black-backed gull compensation plan and must include in particular:

- (a) details of the location where the compensation measures will be delivered and the suitability of the site to deliver the measures (including why the location is appropriate ecologically and likely to support successful compensation);
- (b) details of landowner agreements demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the LBBGIMP;
- (c) details of the design of the predator control fencing including the type of fencing, the area and location of enclosure, and details of any other habitat management measures;
- (d) an implementation timetable for the delivery of the predator control fencing and any other habitat management measures that ensures all compensation measures are in place to

allow four full lesser black-backed gull breeding seasons prior to the operation of any turbine forming part of the authorised development;

- (e) a fencing maintenance schedule;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures; and
- (g) minutes from all consultations with LBBGSG.

**16.** The undertaker must implement the measures as set out in the LBBGIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until four full breeding seasons following the implementation of the measures set out in the LBBGIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.

**17.** The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the LBBGIMP.

**18.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an increase in the number of adult lesser black-backed gulls available to recruit to the AOE and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**19.** Unless otherwise agreed in writing by the Secretary of State or unless the measures set out in the LBBGIMP have already been delivered, the undertaker must not commence construction of Work No.1 until it has first—

- (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose,that has been approved by the Secretary of State.

**20.** The predator control fencing installed under this Part must not be decommissioned without the written approval of the Secretary of State, in consultation with the relevant statutory nature conservation body. The predator control fencing shall be maintained beyond the operational lifetime of the authorised development if the site is colonised. The routine and adaptive management measures, and monitoring should continue whilst the fencing is in place.

**21.** The approved LBBGIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the relevant statutory nature conservation body. Any amendments to or variations of the approved LBBGIMP must be in accordance with the principles set out in the lesser black-backed gull compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the LBBGIMP.

**22.** In the event of any conflict or inconsistency between the terms of the lesser black-backed gull compensation plan and the provisions of this Order, the provisions of this Order shall prevail.



## PART 3

### Haisborough, Hammond and Winterton Special Area of Conservation: Delivery of measures to compensate for cable installation and protection

**23. In this Part—**

“BIMP” means the benthic implementation and monitoring plan for the delivery of measures to compensate for the cable installation and protection in the HHW SAC as a result of the authorised development;

“BSG” means the benthic steering group who will shape and inform the scope and delivery of the BIMP;

“completion report” means the report submitted to the Secretary of State pursuant to paragraph 33;

“HHW SAC” means the Haisborough, Hammond and Winterton Special Area of Conservation; ~~and~~

“HHW SAC compensation plan” means the document certified as the In principle Habitats Regulations Derogation, Provision of Evidence, Appendix 3 Haisborough, Hammond and Winterton SAC In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc); ~~and;~~

“Marine Recovery Fund” means the fund to be established and operated by Defra pursuant to section 292 of the Energy Act 2023 for the implementation of strategic compensation or any equivalent fund established by a Government body for that purpose.

**24.** The authorised development may not be commenced until a plan for the work of the BSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the BSG;
- (b) the membership of the BSG;
- (c) details of the schedule of meetings, timetable for preparation of the BIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**25.** The BSG must be consulted on the proposed BIMP prior to the submission to the Secretary of State and must be consulted further as required during the approval process.

**26.** The undertaker will meet with and report to the BSG at least annually throughout the establishment and implementation phases of the BIMP and document the conclusions of the meetings.

**27.** The BIMP must be submitted to and approved by the Secretary of State, in consultation with the MMO and the relevant statutory nature conservation body.

**28.** The BIMP must accord with the relevant principles contained in the HHW SAC compensation plan, must contain the relevant matters identified in paragraph 141 of the HHW SAC compensation plan and must include provision for:

- (a) the identification and retrieval of marine debris; and
- (b) education, awareness and facilities to limit further marine debris,

which are described as Strand 2 and Strand 3 respectively in section 4.3.4 of the HHW SAC compensation plan.

**29.** The BIMP must include in particular:

- (a) details of any further survey work required to confirm the presence and condition of marine debris;
- (b) details of the location, nature and size of material to be removed from the HHW SAC, which should equate to no less than the area required to compensate for the predicted effects of cable installation and protection (up to 8.3 hectares) but taking into account the quantum of marine debris removal that might already have been delivered pursuant to Part 3 of

Schedule 19 of the Norfolk Boreas Development Consent Order by way of compensation for disturbance to reef habitats where the impact on the HHW SAC is shared by virtue of the shared cable corridor;

- (c) a method statement for its removal, to include the vessel type, tools used and mitigation for how impacts on the surrounding habitat will be minimised;
- (d) a programme of works for removal which must ensure that the required area of marine debris has been removed prior to commencement of any cable installation works in the HHW SAC;
- (e) proposals for monitoring in accordance with the principles set out in the HHW SAC compensation plan as well as proposals for reporting of monitoring;
- (f) success criteria, adaptive management measures, details of alternative search areas outside the HHW SAC to remove the required quantum of marine debris if the required area cannot be recovered from the HHW SAC itself and details of further marine debris removal work that might be carried out if the actual effects of cable installation and protection on the HHW SAC are greater than anticipated;
- (g) programme of delivery for education, awareness and provision of facilities to reduce further marine debris from affecting the HHW SAC;
- (h) details of how all impacts to protected reef habitats within the HHW SAC will be avoided where possible and details of any other mitigations that were included in the outline Norfolk Vanguard Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan; and
- (i) details of the locations for the disposal of dredged material, and evidence that the disposal mechanism will allow sediment to be retained within the sandbank system and avoid impacts to other features, particularly reef habitats.

30. The BIMP must be carried out as approved, unless otherwise agreed in writing by the Secretary of State in consultation with the MMO and the relevant statutory nature conservation body. ~~In particular, no cable installation works in the HHW SAC may be commenced unless the required area of marine debris has been removed in accordance with the programme referred to in paragraph 29(d).~~

31. Unless otherwise agreed in writing with the Secretary of State, prior to the commencement of any cable installation works in the HHW SAC, the undertaker must—

- (a) provide a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose,
 that has been approved by the Secretary of State.

32. ~~Unless otherwise agreed with the Secretary of State, r~~Results from the monitoring scheme must be submitted at least annually to the Secretary of State, the MMO and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an improvement in the condition of the HHW SAC and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the MMO and the relevant statutory nature conservation body.

33. ~~Subject to paragraph 35 and paragraph 38(b), a~~A report which demonstrates completion of the activities required by the BIMP must be submitted to the Secretary of State within 12 months of completion of such activities. ~~and following approval of the report by the Secretary of State, in consultation with the MMO and the statutory nature conservation body, the undertaker will be discharged from any further obligations under this Part.~~

34. The approved BIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the MMO and the relevant statutory nature conservation body. Any amendments to or variations of the BIMP must be in accordance with the principles set out in the HHW SAC compensation plan and may only be approved where it has

been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the HHW SAC compensation plan.

35. In the event that the required area of marine debris is not removed (whether wholly or in part) the undertaker may elect to make a contribution to the Marine Recovery Fund as an adaptive management measure in substitution for the area of marine debris removal which has not been achieved.

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36. The contribution to the Marine Recovery Fund under paragraph 35 will take into account:

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(a) the proportion of the overall area of marine debris removal required where the impact on the HHW SAC is shared with the Norfolk Boreas offshore wind farm by virtue of the shared cable corridor; and

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(b) the amount of material removed under the BIMP as reported in the most recent document submitted pursuant to paragraph 32 (subject to any reductions already taken into account for any equivalent contribution under the Norfolk Boreas Development Consent Order).

37. Where the undertaker has confirmed that it will make a payment to the Marine Recovery Fund there must be no cable installation works within the HHW SAC unless and until—

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(a) an implementation and monitoring plan has been submitted to and approved by the Secretary of State;

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(b) the contribution to the Marine Recovery Fund has been quantified; and

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(c) either such contribution has been paid or has been contractually committed to be paid to the Secretary of State's satisfaction.

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38. The undertaker will be discharged from any further obligations under this Part either:

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(a) following approval of the completion report by the Secretary of State, in consultation with the MMO and the statutory nature conservation body; or

(b) upon payment of the contribution to the Marine Recovery Fund.

35. 39. In the event of any conflict or inconsistency between the terms of the HHW SAC compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

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**EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order grants development consent for, and authorises Norfolk Vanguard Limited to construct, operate and maintain a generating station located in the North Sea approximately 47km from the Norfolk coast, together with associated development. For the purposes of the development that it authorises Norfolk Vanguard Limited is authorised by this Order compulsorily or by agreement to purchase land(including rights in land) and the right to use land, as well as to override easements and other rights. This Order also provides a defence in proceedings in respect of statutory nuisance and to discharge water. The Order imposes requirements in connection with the development for which it grants development consent.

This Order also grants deemed marine licences for the marine licensable activities, being the deposit of substances and articles and the carrying out of works, involved in the construction of the generating station and associated development. The deemed marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 37 (certification of plans and documents, etc.) may be inspected free of charge at the offices of North Norfolk District Council, Council Offices, Holt Road, Cromer, NR27 9EN.